APPENDIX A

Court of Appeal, Second Appellate District,
Division Four - No. B301774

S269800

IN THE SUPREME COURT OF CALIFORNIA

En Banc

MILLION SEIFU, Plaintiff and Respondent,

v.

LYFT, INC., Defendant and Appellant.

(Filed Aug. 18, 2021)

The petition for review is denied.

Corrigan, J., was absent and did not participate.

CANTIL-SAKAUYE
Chief Justice

APPENDIX B

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL
OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FOUR

MILLION SEIFU, Plaintiff and Respondent, v. LYFT, INC., Defendant and Appellant.	B301774 (Los Angeles County Super. Ct. No. BC712959) (Filed Jun. 1, 2021)

APPEAL from an order of the Superior Court of Los Angeles County, Susan Bryant-Deason, Judge. Affirmed.

Horvitz & Levy, Andrea L. Russi, Peder Batalden, Felix Shafir; Keker, Van Nest & Peters, R. James Slaughter, Jo W. Golub, Erin E. Meyer and Morgan E. Sharma for Defendant and Appellant.

Lichten & Liss-Riordan, Shannon Liss-Riordan for Plaintiff and Respondent.

Plaintiff Million Seifu worked as a driver for Lyft, Inc. In 2018, he filed suit against Lyft under the Private Attorneys General Act of 2004 (PAGA) (Lab. Code, § 2698 et seq.).[1] He alleged that Lyft misclassified him and other drivers as independent contractors rather than employees, thereby violating multiple provisions of the Labor Code. Lyft moved to compel arbitration based on the arbitration provision in the "Terms of Service" (TOS) that it required drivers to accept in order to offer rides through Lyft's smartphone application.

The trial court denied the motion, rejecting Lyft's argument that the clause in the arbitration provision waiving Seifu's right to bring a representative PAGA claim was enforceable. Lyft makes the same argument on appeal. We agree with other California courts that have unanimously found such PAGA waivers unenforceable. We therefore affirm.

FACTUAL AND PROCEDURAL HISTORY

Lyft utilizes a smartphone application (app) that connects drivers with riders seeking transportation services. In order to use the Lyft technology platform and offer rides through the app, drivers must agree to the TOS, which states that it "contains provisions that govern how claims you and Lyft have against each other can be brought. . . . These provisions will, with limited exception, require you to submit claims you

[1] All further statutory references are to the Labor Code unless otherwise indicated.

have against Lyft to binding and final arbitration on an individual basis, not as a plaintiff or class member in any class, group, representative action, or proceeding." (Capitalization omitted.)

The arbitration provision in the TOS provided, "You and Lyft mutually agree to waive our respective rights to resolution of disputes in a court of law by a judge or jury and agree to resolve any dispute by arbitration. . . . This agreement to arbitrate ('Arbitration Agreement') is governed by the Federal Arbitration Act and survives after the Agreement terminates or your relationship with Lyft ends. . . . Except as expressly provided . . . [¶] . . . all disputes and claims between us . . . shall be exclusively resolved by binding arbitration solely between you and Lyft." (Capitalization omitted.) The agreement further stated, "This Arbitration Agreement is intended to require arbitration of every claim or dispute that can lawfully be arbitrated, except for those claims and disputes which by the terms of this Arbitration Agreement are expressly excluded from the requirement to arbitrate." (Capitalization omitted.)

The arbitration provision also included a "Representative PAGA Waiver" stating, "Notwithstanding any other provision of this Agreement or the Arbitration Agreement, to the fullest extent permitted by law: (1) you and Lyft agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 (PAGA), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis,

including under the California PAGA, both you and Lyft agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law)."

Drivers who did not wish to be bound by the arbitration provision could opt out in the 30-day period following their acceptance of the TOS. Those who did not exercise this option in that time were bound by the arbitration provision.

Lyft updated the TOS periodically, and required drivers to agree to the updated terms in order to continue offering rides through the Lyft platform. Seifu agreed to the updated TOS in July 2017 and April 2018; he did not opt out of the arbitration provision.

Seifu filed a complaint against Lyft in July 2018, alleging a single PAGA claim on behalf of the state of California and other similarly situated individuals who worked as drivers for Lyft in California.[2] He alleged that Lyft willfully misclassified its drivers as independent contractors, resulting in numerous Labor

[2] Seifu later amended his complaint to add three other drivers as named plaintiffs, as well as additional claims. This appeal concerns only Seifu's PAGA claim, the thirteenth cause of action in the operative Third Amended Complaint.

Code violations. He sought civil penalties under PAGA, as well as injunctive relief.

Lyft petitioned to compel arbitration of Seifu's individual PAGA claim and stay proceedings in the trial court pending arbitration. Lyft asserted that the PAGA waiver in Seifu's arbitration agreement was enforceable under the recent United States Supreme Court opinion in *Epic Systems Corp. v. Lewis* (2018) ___ U.S. ___, 138 S.Ct. 1612 (*Epic*). Lyft acknowledged the prior holding in *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348 (*Iskanian*) that PAGA waivers were unenforceable, but argued that *Iskanian* was effectively overruled by *Epic*.[3]

Seifu opposed the petition to compel arbitration. He argued that *Iskanian* remained good law and therefore the PAGA waiver was unenforceable.

The court denied the petition to compel arbitration, finding that the PAGA waiver was unenforceable under *Iskanian*. Lyft timely appealed.

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[3] Lyft also argued that if the court found the PAGA waiver unenforceable, it should nevertheless compel Seifu's claim for "underpaid wages" under section 558 to arbitration, as that claim sought damages rather than penalties under PAGA. This issue was mooted when the California Supreme Court issued *ZB, N.A. v. Superior Court* (2019) 8 Cal. 5th 175, 198, holding that a plaintiff cannot seek "underpaid wages" under section 558 through a PAGA claim.

DISCUSSION

I. Standard of Review

Where, as here, the trial court's order denying a motion to compel arbitration "rests solely on a decision of law," we review that decision de novo. (*Robertson v. Health Net of California, Inc.* (2005) 132 Cal.App.4th 1419, 1425.)

II. Enforceability of PAGA Waiver

Lyft argues that *Epic*, *supra*, 138 S.Ct. 1612 abrogated "the *Iskanian* PAGA Rule prohibiting the enforcement of a representative-action waiver," and therefore the trial court erred in refusing to enforce the waiver in Seifu's arbitration agreement. We are not persuaded.

In *Iskanian*, *supra*, 59 Cal.4th 348, our Supreme Court held "that an employee's right to bring a PAGA action is unwaivable," and that "where . . . an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law." (*Id*. at pp. 383-384.) The *Iskanian* court noted that the Legislature enacted PAGA to enhance the state's enforcement of labor laws by "allow[ing] aggrieved employees, acting as private attorneys general, to recover civil penalties for Labor Code violations, with the understanding that labor law enforcement agencies [are] to retain primacy over private enforcement efforts." (*Id*. at p. 379.) Thus, the governmental entity "is always the real party in interest" and a "PAGA representative action

is therefore a type of qui tam action." (*Id.* at p. 382.) As such, a PAGA action to recover civil penalties is " 'fundamentally a law enforcement action designed to protect the public and not to benefit private parties.' " (*Id*. at p. 387.)

Epic, *supra*, 138 S.Ct. 1612 "was one of three cases consolidated by the United States Supreme Court that raised the issue of the FAA's preemptive effect over private employment arbitration agreements prohibiting class and collective actions. The Court considered whether the FAA was in conflict with other federal laws, including section 7 of the National Labor Relations Act (NLRA), which guarantees workers the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection." (*Olson v. Lyft, Inc.* (2020) 56 Cal.App.5th 862, 868 (*Olson*), discussing *Epic*, *supra*, 138 S.Ct. at p. 1624.) "The Court found no such conflict, and refused to 'read a right to class actions into the NLRA' and rejected any NLRA exception to the FAA. ([*Epic*, *supra*, 138 S.Ct.] at p. 1619.) So, in each of the three consolidated cases, the Supreme Court upheld collective action waivers and compelled individualized arbitration." (*Olson*, *supra*, 56 Cal.App.5th at p. 869, citing *Epic*, *supra*, 138 S.Ct. at p. 1632.)

Numerous Courts of Appeal have rejected the contention that *Iskanian* is no longer good law in the wake of *Epic*. (See, e.g., *Contreras v. Superior Court of Los*

Angeles County (2021) 61 Cal.App.5th 461, 470-471; *Olson*, *supra*, 56 Cal.App.5th at pp. 872-873; *Provost v. YourMechanic* (2020), 55 Cal.App.5th 982, 997-998; *Collie v. The Icee Co*. (2020) 52 Cal.App.5th 477, 480; *Correia v. NB Baker Electric, Inc.* (2019) 32 Cal.App.5th 602, 620 (*Correia*).) "On federal questions, intermediate appellate courts in California must follow the decisions of the California Supreme Court, unless the United States Supreme Court has decided the same question differently." (*Correia*, *supra*, 32 Cal.App.5th at p. 619, citing *Auto Equity Sales, Inc. v. Superior Court* (1962) 57 Cal.2d 450, 455.) In *Correia*, Division One of the Fourth Appellate District explained: "*Iskanian* held that a ban on bringing PAGA actions in any forum violates public policy and that this rule is not preempted by the FAA because the claim is a governmental claim. [Citation.] *Epic* did not consider this issue and thus did not decide the *same* question differently. [Citation.] *Epic* addressed a different issue pertaining to the enforceability of an individualized arbitration requirement against challenges that such enforcement violated the [National Labor Relations Act]." (*Correia*, *supra*, 32 Cal.App.5th p. 619, italics in original.) Thus, "[b]ecause *Epic* did not overrule *Iskanian*'s holding, we remain bound by the California Supreme Court's decision." (*Id*. at p. 620.)

Agreeing with this conclusion, *Olson*, *supra*, 56 Cal.App.5th 862, rejected the same arguments Lyft raised here. Notably, Lyft argued, as it does here, that *Epic* "eroded *Iskanian's* private-public distinction,"

based on Lyft's characterization of *Murphy Oil*[4] as a "government enforcement action." The court in *Olson* concluded that Lyft's "position finds no support in either the text of *Epic* . . . or the claimed 'logic' of its reasoning: *Murphy Oil* did not involve the 'enforcement rights' of the NLRB," nor was the NLRB pursuing public claims. (*Olson*, *supra*, 56 Cal.App.5th at p. 873.) By contrast, "*Iskanian* noted that PAGA claims involve fundamentally public claims." (*Id*. at p. 873, citing *Iskanian*, *supra*, 59 Cal.4th at pp. 384–385; see also *ZB, N.A. v. Superior Court*, *supra*, 8 Cal.5th at p. 198 ["*Iskanian* established an important principle: employers cannot compel employees to waive their right to enforce the state's interests when the PAGA has empowered employees to do so."].)

In sum, we agree with the reasoning stated in *Olson*, *Correia*, and the other authorities cited above, and conclude that Lyft's argument regarding the PAGA waiver's enforceability is without merit.[5] We also join *Olson* in declining to reach Lyft's final argument that "the FAA should preempt the *Iskanian* PAGA rule even absent intervening precedent." (See *Olson*, *supra*, 56 Cal.App.5th at p. 874.) Lyft raises this argument in summary fashion, purporting to "preserve the point for Supreme Court review."

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[4] *Murphy Oil USA, Inc. v. N.L.R.B.* (5th Cir. 2015) 808 F.3d 1013 (*Murphy Oil*), was one of the three cases consolidated in *Epic*. (See *Epic*, *supra*, 138 S.Ct. at p. 1620.)

[5] We need not reach Seifu's alternative argument that Lyft drivers are exempt from coverage under the FAA pursuant to the transportation worker exemption. (9 U.S.C. § 1.)

DISPOSITION

The order denying the motion compel arbitration is affirmed. Seifu shall recover his costs on appeal.

NOT TO BE PUBLISHED
IN THE OFFICIAL REPORTS

/s/ Collins
COLLINS, **J**.

We concur:

/s/ J Willhite
WILLHITE, ACTING P.J.

/s/ Currey
CURREY, J.

APPENDIX C

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES
Civil Division
Central District, Stanley Mosk Courthouse,
Department 52

BC712959 October 23, 2019
MILLION SEIFU VS LYFT INC 8:30 AM

Judge: Honorable Susan Bryant-Deason	CSR: Tracy Dyrness, CSR # 12323
Judicial Assistant: Josefina Preciado Valdez	ERM: None
Courtroom Assistant: T. Isunza	Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Shannon Erika Liss-Riordan

For Defendant(s): Erin Elizabeth Meyer

NATURE OF PROCEEDINGS: Hearing on Motion – Other for Preliminary Approval of Class Action Settlement

Pursuant to Government Code sections 68086, 70044, and California Rules of Court, rule 2.956, Tracy Dyrness, CSR # 12323, certified shorthand reporter is appointed as an official Court reporter pro tempore in these proceedings, and is ordered to comply with the

terms of the Court Reporter Agreement. The Order is signed and filed this date.

The matter is called for hearing.

The Hearing on Defendant Lyft, Inc.' S Petition To Compel Individual Proceedings And Stay Proceedings Pending Arbitrations is held.

The court having read the papers and heard the arguments rules as follows:

As a preliminary matter, on October 9, 2019, the court received "Plaintiffs' Supplement in Support of Their Opposition to Defendant's Petition to Compel Individual Arbitrations and Stay Proceedings Pending Arbitration." This document was never filed. Plaintiffs are ordered to file this document within one court day of this ruling. Nevertheless, because Defendant Lyft, Inc. responds to this document, the court rules on the merits.

Plaintiffs' request for judicial notice as to Exhibits A and B is GRANTED pursuant to Evidence Code §452(d), but the court notes that other trial court rulings are not binding on this court.

This Petition to Compel Arbitration was filed on October 15, 2018 based on Plaintiffs Million Seifu and Stephen McFayden's First Amended Complaint. On February 5, 2019, the court stayed this Petition to Compel Arbitration pending the ruling in ZB, N.A. v. Superior Court (2019) 8 Cal.5th 175 ("Lawson").

On September 10, 2019, after this Petition to Compel Arbitration was stayed, the Second Amended Complaint was filed. On the same date, Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement ("Motion for Preliminary Approval"). The Motion for Preliminary Approval indicated that Plaintiff Million Seifu, who was a subject of this Petition to Compel Arbitration, is not part of the Settlement Class and intends to proceed on the PAGA cause of action on behalf of the state of California and all similarly situated aggrieved employees who are not part of the Settlement Class.

On September 12, 2019, the California Supreme Court issued its opinion in Lawson. The court therefore lifts the stay on this Petition to Compel Arbitration and rules as follows.

Since Plaintiff Stephen McFayden is settling all his claims, the court rules as to Plaintiff Million Seifu only on the thirteenth cause of action under PAGA asserted in the operative Third Amended Complaint.

Paragraph 17 of the Lyft Terms of Service expressly applies to Plaintiff Seifu's Private Attorneys General Act (PAGA) claim. Ayanbule Decl., ¶ 10, Ex. A. Seifu does not dispute that he accepted the Terms of Service before agreeing to offer rides as drivers for Lyft or that the terms cover the PAGA claim. Id., ¶¶ 12-15, Exs. B, C.

As a general proposition, Plaintiff Seifu's cause of action under PAGA is not subject to arbitration. "A PAGA claim lies outside the [Federal Arbitration Act]'s

coverage because it is not a dispute between an employer and an employee arising out of their contractual relationship. It is a dispute between an employer and the state." Iskanian v. CLS Transp. Los Angeles, LLC (2014) 59 Cal.4th 348, 386-87. The Ninth Circuit has found that the FAA does not preempt the rule set forth in Iskanian that "an agreement to waive representative PAGA claims would be unenforceable." Sakkab v. Luxottica Retail North America, Inc. (9th Cir. 2015) 803 F.3d 425, 431, 435-36.

Epic Systems Corp. v. Lewis (2018) 138 S.Ct. 1612 ("Epic Systems") does not address Iskanian's rationale for finding that an arbitration provision waiving PAGA actions is unenforceable because a PAGA representative action is a qui tam action, where the plaintiff asserts the claim as a proxy for the state's Labor and Workforce Development Agency. Iskanian, supra, 59 Cal.4th at p. 383. Because PAGA was established for a public reason, it cannot be waived by a private agreement. See ibid., citing Civ. Code §3513. All Epic Systems holds is that class claims under the federal Fair Labor Standards Act may be subject to arbitration if the employee signed an agreement requiring individualized arbitration. "Because Epic did not overrule Iskanian's holding, we remain bound by the California Supreme Court's decision." Correia v. NB Baker Electric, Inc. (2019) 32 Cal.App.5th 602, 620.

Defendant argues that if the Court finds that Epic Systems does not overrule PAGA, then the court should order Plaintiff's claims for unpaid wages under Labor Code §558 to arbitration. Based on the recent

California Supreme Court ruling in ZB, N.A. v. Superior Court (2019) 8 Cal. 5th 175 ("Lawson"), Plaintiff Seifu cannot seek unpaid wages under the PAGA cause of action. Id. at p. 182 ("[T]he civil penalties a plaintiff may seek under section 558 through the PAGA do not include the 'amount sufficient to recover underpaid wages.' . . . Because the amount for unpaid wages is not recoverable under the PAGA, and section 558 does not otherwise permit a private right of action, the trial court should have denied the motion [to compel arbitration]."). Plaintiff Seifu, however, can seek civil penalties under Labor Code §558 through the PAGA cause of action. Id. at p. 188 ("An aggrieved employee can make use of section 558's remedy only when she acts as the state's proxy — and that's a role she can play only through a PAGA action.").

Thus, to the extent that Plaintiff Million Seifu is seeking recovery for unpaid wages under Labor Code §558, as opposed to civil penalties, such claims are unavailable under PAGA. Because Plaintiff Million Seifu agrees not to seek unpaid wages under his sole PAGA cause of action, the Petition to Compel Arbitration is DENIED.

Defendant Lyft Inc. is ordered to file a responsive pleading to the Third Amended Complaint within 10 days of this ruling. The court reserves the issue of whether Plaintiff Seifu may seek "public injunctive relief" for a future motion on December 3, 2019.

Defendant is ordered to give notice.

The Hearing on Motion – Other for Preliminary Approval of Class Action Settlement is held.

The Court reads its tentative ruling in open court.

The court having read the papers and no written opposition being received rules as follows:

Pursuant to the stipulation of the parties, the court deems the Third Amended Complaint filed on October 11, 2019 the operative complaint.

The motion is GRANTED. The court preliminarily approves the class action settlement. The court sets a final approval hearing for 01/14/2020 at 8:30 a.m. in Department 52.

Prior to the final fairness hearing, Class Counsel must submit briefing and supporting declarations regarding a lodestar calculation of the attorneys' fees sought. The court must determine that the attorneys' fees sought are reasonably related to the work performed before any fees are awarded. See Garabedian v. Los Angeles Cellular Telephone Company (2004) 118 Cal. App. 4th 123, 128.

Additionally, consistent with Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 806-807, each Plaintiff must submit a declaration explaining why he or she should be compensated for the expense or risk incurred in conferring a benefit on other members of the class. The declaration must be specific enough in the form of quantification of time and effort expended on the litigation, and in the form of reasoned

explanation of financial or other risks incurred by each Plaintiff in order for this court to

conclude that an enhancement award was necessary to induce Plaintiffs to participate in this lawsuit.

The motion for final approval documents, along with supporting declarations, must be filed by January 3, 2020.

Defendant is to give notice.

APPENDIX D

Statutory Provisions Involved

9 U.S.C. § 2. Validity, irrevocability, and enforcement of agreements to arbitrate

A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction, or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.

Cal. Labor Code § 2699.

Actions brought by an aggrieved employee or on behalf of self or other current or former employees; authority; gap-filler penalties; attorneys fees; exclusion; distribution of recovered penalties

(a) Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and

other current or former employees pursuant to the procedures specified in Section 2699.3.

(b) For purposes of this part, "person" has the same meaning as defined in Section 18.

(c) For purposes of this part, "aggrieved employee" means any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

(d) For purposes of this part, "cure" means that the employer abates each violation alleged by any aggrieved employee, the employer is in compliance with the underlying statutes as specified in the notice required by this part, and any aggrieved employee is made whole. A violation of paragraph (6) or (8) of subdivision (a) of Section 226 shall only be considered cured upon a showing that the employer has provided a fully compliant, itemized wage statement to each aggrieved employee for each pay period for the three-year period prior to the date of the written notice sent pursuant to paragraph (1) of subdivision (c) of Section 2699.3.

(e)(1) For purposes of this part, whenever the Labor and Workforce Development Agency, or any of its departments, divisions, commissions, boards, agencies, or employees, has discretion to assess a civil penalty, a court is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

(2) In any action by an aggrieved employee seeking recovery of a civil penalty available under subdivision (a) or (f), a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.

(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows:

(1) If, at the time of the alleged violation, the person does not employ one or more employees, the civil penalty is five hundred dollars ($500).

(2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

(3) If the alleged violation is a failure to act by the Labor and Workplace Development Agency, or any of its departments, divisions, commissions, boards, agencies, or employees, there shall be no civil penalty.

(g)(1) Except as provided in paragraph (2), an aggrieved employee may recover the civil penalty described in subdivision (f) in a civil action pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and other current or former

employees against whom one or more of the alleged violations was committed. Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fee paid pursuant to subparagraph (B) of paragraph (1) of subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section 2699.3. Nothing in this part shall operate to limit an employee's right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part.

(2) No action shall be brought under this part for any violation of a posting, notice, agency reporting, or filing requirement of this code, except where the filing or reporting requirement involves mandatory payroll or workplace injury reporting.

(h) No action may be brought under this section by an aggrieved employee if the agency or any of its departments, divisions, commissions, boards, agencies, or employees, on the same facts and theories, cites a person within the timeframes set forth in Section 2699.3 for a violation of the same section or sections of the Labor Code under which the aggrieved employee is attempting to recover a civil penalty on behalf of himself or herself or others or initiates a proceeding pursuant to Section 98.3.

(i) Except as provided in subdivision (j), civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency for enforcement of labor laws,

including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25 percent to the aggrieved employees.

(j) Civil penalties recovered under paragraph (1) of subdivision (f) shall be distributed to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes.

(k) Nothing contained in this part is intended to alter or otherwise affect the exclusive remedy provided by the workers' compensation provisions of this code for liability against an employer for the compensation for any injury to or death of an employee arising out of and in the course of employment.

(*l*)(1) For cases filed on or after July 1, 2016, the aggrieved employee or representative shall, within 10 days following commencement of a civil action pursuant to this part, provide the Labor and Workforce Development Agency with a file-stamped copy of the complaint that includes the case number assigned by the court.

(2) The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to

the agency at the same time that it is submitted to the court.

(3) A copy of the superior court's judgment in any civil action filed pursuant to this part and any other order in that action that either provides for or denies an award of civil penalties under this code shall be submitted to the agency within 10 days after entry of the judgment or order.

(4) Items required to be submitted to the Labor and Workforce Development Agency under this subdivision or to the Division of Occupational Safety and Health pursuant to paragraph (4) of subdivision (b) of Section 2699.3, shall be transmitted online through the same system established for the filing of notices and requests under subdivisions (a) and (c) of Section 2699.3.

(m) This section shall not apply to the recovery of administrative and civil penalties in connection with the workers' compensation law as contained in Division 1 (commencing with Section 50) and Division 4 (commencing with Section 3200), including, but not limited to, Sections 129.5 and 132a.

(n) The agency or any of its departments, divisions, commissions, boards, or agencies may promulgate regulations to implement the provisions of this part.