Case No. S246711

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IN THE SUPREME COURT
OF THE STATE OF CALIFORNIA

ZB, N.A. and ZIONS BANCORPORATION,

Petitioners,

v.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO,

Respondent;

KALETHIA LAWSON,

Real Party In Interest.

After a Decision by the Court of Appeal
Fourth Appellate District, Division One
Case Nos. D071279 & D071376 (Consolidated)

PETITIONERS' REPLY BRIEF

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I. INTRODUCTION

Lawson's Answering Brief focuses primarily on the legislative history and public policy underlying Labor Code § 558 and the PAGA (Labor Code §§ 2698 *et seq.*). The public policy and legislative intent of these two statutes are largely irrelevant, because, under settled preemptive ***federal*** law, a State cannot pass laws – and courts cannot adopt rules – invalidating class action waivers in arbitration agreements. (*AT&T Mobility LLC v. Concepcion* (2011) 563 U.S. 333, 351 ["States cannot require a procedure that is inconsistent with the FAA, even if it is desirable for unrelated reasons."].) This Court in *Iskanian* recognized that the Federal Arbitration Act (the "FAA") limits the Legislature's ability to pass laws invalidating class waivers when an employee seeks individualized, victim-specific relief for herself and other employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 387-88 [*referencing Concepcion*], *cert. denied* (2015) 135 S.Ct. 1155.)[1]

California's public policy in enforcing worker protection statutes does not and cannot override the preemptive scope of the FAA. The United States Supreme Court reinforced this point in *Epic Systems Corp. v. Lewis* (2018) 138 S.Ct. 1612, holding that the strong public policy allowing "concerted activities" under the National Labor Relations Act and collective actions under the federal Fair Labor Standards Act must yield to the FAA's requirement that arbitration agreements be enforced according to their terms: "The policy may be debatable but the law is clear: Congress has instructed that arbitration agreements like those before us must be enforced as written." (*Id.* at 1632.) The *Lawson* decision cannot be reconciled with *Epic Systems*.[2]

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[1] As in the Opening Brief, we refer to the *Iskanian* court's limitation as the "*Iskanian* exception."

[2] *Epic Systems* was decided on May 25, 2018, but Lawson did not mention the case in her Answering Brief filed July 9, 2018.

The practical effect of the *Lawson* decision is significant in its reach. The decision would allow employees throughout California to evade their arbitration agreements and instead pursue their own individual wage claims in court under the fiction of a PAGA claim. This outcome is not hypothetical. The "Labor and Workforce Development Agency receives notices for approximately 6,000 [PAGA] cases per year." (Governor's Budget Summary, at p. 136, found at: http://www.ebudget.ca.gov/2016-17/pdf/BudgetSummary/FullBudgetSummary.pdf.) Little doubt exists that this surge in PAGA cases will expand if the *Lawson* decision is not overruled and employees are allowed to pursue their own unpaid wages claims in representative actions under the PAGA despite their arbitration agreements.

The *Iskanian* court recognized the tightrope it must walk by limiting its PAGA holding to "a state law rule barring predispute waiver of an employee's right to bring an action that can only be brought by the state or its representatives, where any resulting judgment is binding on the state and any **monetary penalties largely go to state coffers**." (*Iskanian*, 59 Cal.4th at 388; emphasis added; see also *Esparza v. KS Industries, L.P.* (2017) 13 Cal.App.5th 1228, 1246 ["The rule of nonarbitrability adopted in *Iskanian* is limited to representative claims for civil penalties in which the state has a direct financial interest."].)

Here, Lawson could pursue her unpaid wages claim independently of the State, and ***none*** of the unpaid wages recovery would go to the State. Hence, regardless how the Legislature characterizes wages recovered under Labor Code § 558(a), Lawson's individual wages claim falls squarely within the *Iskanian* exception for claims seeking recovery to the employee rather than the State, as well as the preemptive effect of the FAA. To hold otherwise and affirm the *Lawson* decision would result in adoption of a state law rule that frustrates the FAA's "principal purpose of ensuring that private

arbitration agreements are enforced according to their terms." (*Volt Info. Sciences, Inc. v. Board of Trustees* (1989) 489 U.S. 468, 478.)

II. LEGAL ARGUMENT

A. Lawson's reliance on legislative history and public policy is misplaced, as the United States Supreme Court reinforced in *Epic Systems*.

Lawson's focus on the legislative history and public policy underlying the PAGA is irrelevant to the issue before this Court – whether the FAA requires an employee to individually arbitrate claims seeking individualized lost wages under Labor Code § 558 when the employee entered into an arbitration agreement requiring individual arbitration. Focusing on state legislative history and public policy, and "parsing the language in the California statutes[,] does not determine the scope of the federal statute, which ultimately is the legislation that controls whether a particular claim by Employee is subject to arbitration." (*Esparza*, 13 Cal.App.5th at 1245-46.)

The *Epic Systems* decision recently reiterated that legislative history and public policy are irrelevant to determining whether the FAA applies. The primary statutes at issue in *Epic Systems* were the National Labor Relations Act ("NLRA") (protecting employees' "concerted activities") and the federal Fair Labor Standards Act ("FLSA") (permitting employees' federal wage claims on a collective basis). The minority argued that the legislative history and public policy underlying the NLRA and FLSA justified an exception to enforcement of predispute arbitration agreements that included class waivers. The majority rejected this argument, explaining that "legislative history is not the law," and courts should not consider it when determining whether the FAA applies. (*Epic Systems*, 138 S.Ct. at 1631.)

Epic Systems reinforces a long line of cases requiring the "enforcement of arbitration agreements according to their terms," regardless

of legislative history or public policy. (*Concepcion*, 563 U.S. at 344.) Significantly, in rejecting public policy arguments similar to Lawson's, *Concepcion* held that "States cannot require a procedure that is inconsistent with the FAA, even if it is desirable for unrelated reasons." (*Id.*) Hence, this Court's duty is not to decide the legislative history of Labor Code § 558 or the PAGA, or whether an arbitration agreement contravenes California's public policy, but rather whether "state law is consistent with the Federal Arbitration Act." (*DIRECTV, Inc. v. Imburgia* (2015) 136 S.Ct. 463, 468.)

Moreover, even if this Court were to consider legislative history or public policy, the PAGA evinces no intention to preclude an employee's voluntary choice to arbitrate wage claims on an individual basis. (See *Epic Systems*, 138 S.Ct. at 1631-32 ["it's the Arbitration Act that speaks directly to the enforceability of arbitration agreements, while the NLRA doesn't mention arbitration at all"].) For this reason, the *Lawson* decision adopts a judicially created rule that is at odds with California and federal law. (*See, e.g., Perry v. Thomas* (1987) 482 U.S. 483, 489 [FAA is "a congressional declaration of a liberal federal policy favoring arbitration agreements, notwithstanding any state substantive or procedural policies to the contrary"]; *St. Agnes Medical Center v. PacifiCare of California* (2003) 31 Cal.4th 1187, 1195 ["State law, like the FAA, reflects a strong policy favoring arbitration agreements . . . ."].)

Lawson's attempt to recover her individual wages under PAGA cannot survive applicable United States Supreme Court precedent, including *Epic Systems* and *Concepcion*. Significantly, in *Concepcion*, which overruled California's judicially-created rule prohibiting predispute arbitration agreements with class waivers, the Supreme Court emphasized that "the switch from bilateral to class arbitration sacrifices the principal advantage of arbitration – its informality – and makes the process slower, more costly, and more likely to generate procedural morass than final

judgment." (*Concepcion*, 563 U.S. at 348.) Similarly, the rule adopted by the *Lawson* court – which converts bilateral arbitration of Lawson's individual wage claim to a representative action in court – makes the litigation of her individual wage claims "slower, more costly, and more likely to generate procedural morass than final judgment." (*Id.*) Therefore, the *Lawson* decision must be overruled.

B. The *Lawson* decision contravenes the Federal Arbitration Act and United States Supreme Court precedent.

Lawson argues in her Answering Brief that nothing in "the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. ('FAA'), supports the Bank's efforts to rewrite California's workplace protection statutes." (Brief, at 11.) This argument fails for two reasons.

First, California Bank & Trust ("CB&T")[3] is not seeking to rewrite any of California's workplace protection statutes. As explained above, nothing in the PAGA speaks to whether individual employees who bring PAGA claims can avoid arbitration altogether when they have signed predispute arbitration agreements. In fact, any such rule would contravene the FAA, since it would single out arbitration agreements for discriminatory treatment. (*Kindred Nursing Centers Limited Partnership v. Clark* (2017) 137 S.Ct. 1421, 1426 [FAA "preempts any state rule discriminating on its face against arbitration – for example, a 'law prohibit[ing] outright the arbitration of a particular type of claim'"]; quoting *Concepcion*, 563 U.S. at 341.)

Second, the FAA does in fact support CB&T's efforts to compel arbitration of Lawson's claim to recover her individual wages, even if the FAA clashes with California's workplace protection statutes. (*Epic Systems*,

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[3] As explained in the Opening Brief, Lawson worked for CB&T, which is now a division of petitioner ZB, N.A. (AA I:07, 040.)

138 S.Ct. at 1632; *see also, Marmet Health Care Ctr., Inc. v. Brown* (2012) 565 U.S. 530, 530-31 [vacating Virginia Supreme Court's refusal to enforce arbitration agreements on grounds of state public policy concerns, and noting that "State and federal courts must enforce the [FAA], with respect to all arbitration agreements covered by that statute"].)

Here, no principled distinction exists between the facts in *Epic Systems* and the facts in this case. In *Epic Systems*, the plaintiff-employees argued that the class waivers in their arbitration agreements violated the NLRA. (*Epic Systems*, 138 S.Ct. at 1619-20.) Specifically, the employees argued that the FAA conflicted with the NLRA's statutory provisions allowing employees "to engage in . . . concerted activities for the purpose of . . . mutual aid or protection." (*Id.* at 1624, quoting 29 U.S.C. § 157.) Therefore, the employees contended they should be permitted to proceed in court on a class and collective basis, despite having entered into predispute arbitration agreements with class waivers. (*Id.* at 1620.)

The dissent agreed, arguing that the NLRA bestowed upon employees the right to join lawsuits to enforce workplace rights. (*Epic Systems*, 138 S.Ct. at 1636-38.) According to the dissent, the public policy underlying the NLRA trumped the FAA. The majority rejected this reasoning, concluding that despite the NLRA's strong public policy allowing employees to act collectively, and Section 16(b) of the FLSA allowing "similarly situated" employees to join together in collective actions, the FAA's plain text required enforcing the arbitration agreement, including the class waiver provision: "The policy may be debatable but the law is clear: Congress has instructed that arbitration agreements like those before us must be enforced as written." (*Id.* at 1632.)

The PAGA statute at issue in this case – particularly as applied to Lawson's claim to recover individualized lost wages paid 100% to employees – is indistinguishable from the NLRA and FLSA provisions

allowing employees the right to join collectively. Section 2699(a) provides, in pertinent part:

> any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency . . . . 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*** . . . .

(LABOR CODE § 2699(a); emphasis added.)

By its plain text, an aggrieved employee – not the LWDA or the State of California – brings a civil action on ***behalf of himself or herself*** and "other current or former employees." (LABOR CODE § 2699(a), emphasis added.) The aggrieved employee's right to bring an action for her own and other employees' benefit is even more pronounced when the PAGA claim seeks to recover unpaid wages under Labor Code § 558(a)(3), which provides that 100% of the "[w]ages recovered pursuant to this section shall be paid to the affected employee." (LABOR CODE § 558(a)(3).)

Significantly, the collective action procedures of the FLSA, which the employees in *Epic Systems* sought to utilize, are nearly indistinguishable from those in the PAGA:

> An action to recover the liability prescribed in the preceding sentences may be maintained against any employer . . . **by any one or more employees for and in behalf of himself or themselves and other employees similarly situated.**

(29 U.S.C. § 216, emphasis added.) The United States Supreme Court "held decades ago that an identical collective action scheme (in fact, one borrowed from the FLSA) does *not* displace the Arbitration Act or prohibit individualized arbitration proceedings." (*Epic Systems*, 138 S.Ct. at 1626.)

The *Lawson* decision cannot be reconciled with the holding in *Epic Systems*. Here, Lawson brought a civil action to recover unpaid wages under

Labor Code § 558, both on her own behalf and on behalf of all other non-exempt employees in California. (AA I:009, 014 at ¶¶ 13, 49.) Lawson is, however, subject to an arbitration agreement that includes a waiver of class and representative claims. (AA I:051, 053, 064, 066.) Similarly, in *Epic Systems,* the employee-plaintiffs brought claims to recover unpaid wages despite being subject to class waiver provisions. Both the *Lawson* decision and the dissent's opinion in *Epic Systems* sought to invalidate the class waiver provisions in the arbitration agreements on grounds of "public policy" and legislative history. (*See Lawson v. ZB, N.A.* (2017) 18 Cal.App.5th 705, 720; *Epic Systems*, 138 S.Ct. at 1635-42 and n.9.) As the United States Supreme Court explained:

> The parties before us contracted for arbitration. They proceeded to specify the rules that would govern their arbitrations, indicating their intention to use individualized rather than class or collective action procedures. And this much the Arbitration Act seems to protect pretty absolutely.

(*Epic Systems*, 138 S.Ct. at 1621, *citing Concepcion*, 563 U.S. 333, *Am. Express Co. v. Italian Colors Rest.* (2013) 570 U.S. 228, and *DIRECTV, Inc. v. Imburgia* (2015) 577 U.S. ___, 136 S.Ct. 463.)

Putting aside whether the *Iskanian* decision itself was abrogated by the *Epic Systems* holding, the *Lawson* decision cannot stand. The *Iskanian* court recognized this much when it adopted the *Iskanian* exception:

> Our opinion today would not permit a state to circumvent the FAA by, for example, deputizing employee A to bring a suit for the individual damages claims of employees B, C, and D. This pursuit of victim-specific relief by a party to an arbitration agreement on behalf of other parties to an arbitration agreement would be tantamount to a private class action, whatever the designation given by the Legislature. **Under *Concepcion*, such an action could not be maintained in the face of a class waiver.**

(*Iskanian*, 59 Cal.4th at pp. 387-88; emphasis added.)

The *Iskanian* exception – which recognizes that a private party cannot seek individualized relief on a representative basis in the face of a class waiver – has been adopted by the only other courts to consider the issue. (*See Esparza v. KS Indus., L.P.* (2017) 13 Cal.App.5th 1228, 1246 ["The rule of nonarbitrability adopted in *Iskanian* is limited to representative claims for civil penalties in which the state has a direct financial interest."]; *Mandviwala v. Five Star Quality Care, Inc.* (9th Cir., Feb. 2, 2018) 723 Fed.App'x 415, 417-18, *cert. denied* (June 25, 2018) 2018 U.S. LEXIS 3910; *Cabrera v. CVS Rx Services* (N.D. Cal., March 16, 2018) 2018 U.S. Dist. LEXIS 43681, at *14-15.) The *Esparza* decision is "more consistent with *Iskanian* and reduces the likelihood that *Iskanian* will create FAA preemption issues." (*Mandviwala*, 723 Fed.App'x, at 417-18.)

Accordingly, to avoid FAA preemption, this Court should reverse the *Lawson* decision and adopt the reasoning of *Esparza*.

C. The *Lawson* decision discriminates against arbitration agreements in contravention of the FAA.

The *Lawson* decision also contravenes United States Supreme Court precedent because it discriminates against arbitration agreements. (*Kindred Nursing*, 137 S.Ct. at 1426.) Contrary to Lawson's arguments, the *Kindred Nursing* decision is directly on point. Both *Lawson* and *Kindred Nursing* involve a situation in which third parties were designated as agents of others (in *Lawson*, Plaintiff is acting as an agent of the State of California, and in *Kindred Nursing*, a third party was designated as agent to act on behalf of a nursing home resident). In both *Lawson* and *Kindred Nursing*, the state courts invalidated arbitration agreements, holding that the agents did not have specific authority to bind those who granted them broad authority to act on their behalves. (*Lawson*, 18 Cal.App.5th at 725; *Kindred Nursing*, 137 S.Ct. at 1425-26.)

The *Kindred Nursing* decision overruled the Kentucky Supreme Court, explaining that the FAA "preempts any state rule discriminating on its face against arbitration" and also "displaces any rule that covertly accomplishes the same objective by disfavoring contracts that (oh so coincidentally) have the defining features of arbitration agreements." (*Kindred Nursing*, 137 S.Ct. at 1426.) The *Lawson* rule disfavors, and discriminates against, predispute arbitration agreements.

Specifically, the *Lawson* rule prohibits an employee from entering into a predispute arbitration agreement waiving a representative PAGA claim seeking to recover individualized lost wages, but not other agreements waiving PAGA claims. (*See, e.g., Villacres v. ABM Industries Inc.* (2010) 189 Cal.App.4th 562, 587-91 [holding that employee may release PAGA claims, even though the State of California did not consent and no money was allocated to PAGA penalties]; citing *Nordstrom Com. Cases* (2010) 186 Cal.App.4th 576, 589 [allowing employee to settle wage action in which the parties "allocate[d] $0 to any Private Attorneys General Act penalty claim"].) In other words, although California law grants employees the right to waive PAGA claims in their entirety, the *Lawson* decision prohibits employees from entering into much more narrow predispute arbitration agreements that require employees to pursue their own unpaid wages claims under PAGA on an individual basis. This ruling disfavors and discriminates against arbitration agreements and, therefore, is preempted by the FAA. (*Kindred Nursing*, 137 S.Ct. at 1423.)

D. The State's purported financial interest in Lawson's and other employees' unpaid wages claims does not convert the relief to public relief.

Lawson argues that the *Iskanian* exception does not apply because some employees might not be located, giving the State a "contingent

financial interest" in the recovery of the unpaid wages. (Brief at 29-30.) This argument lacks merit for two reasons.

First, the *Iskanian* rule applies only when the "monetary penalties largely go to state coffers." (*Iskanian*, 59 Cal.4th at 388; see also, *Esparza*, 13 Cal.App.5th at 1246 ["The rule of nonarbitrability adopted in *Iskanian* is limited to representative claims for civil penalties in which the state has a direct financial interest."]; *Broughton v. Cigna Healthplans* (1999) 21 Cal.4th 1066, 1084 [explaining that claims are subject to individual arbitration if the relief sought is "primarily for the benefit of a party to the arbitration, even if the action incidentally vindicates important public interests"].) Hence, some indirect, contingent state financial interest is insufficient to circumvent the FAA.

Second, CB&T has moved to compel Lawson to arbitrate *her individual claim to recover unpaid wages*. There is no evidence that Lawson is missing and, therefore, it is indisputable the State of California has no financial interest in her individual claim for unpaid wages. Moreover, arbitration of individual wage disputes under Labor Code § 558 could proceed only if an employee (perforce, identifiable and not missing) brings her own claim, and 100% of the recovery would necessarily go to the employee, not the State of California. Therefore, the State has no contingent financial interest here. This argument is a red herring.

E. Lawson incorrectly argues she could have brought her unpaid wages claim only under PAGA.

Throughout her Answering Brief, Lawson argues she could have brought her Labor Code § 558 claim seeking unpaid wages only under the PAGA, because Section 558 does not provide for a private right of action. (Brief at 11.) This argument is illusory.

Lawson indisputably could have pursued her individual wage claims under various Labor Code provisions. Lawson chose not to, because she has

an enforceable arbitration agreement that requires her to arbitrate her wage claims on an individual basis. Instead, Lawson is attempting to circumvent her agreement by asserting her *individual* unpaid wages claim under the PAGA. Hence, Lawson should not be heard to complain that Section 558 provides no private right of action, when she always had the right to pursue such claims independently of Section 558 but chose not to do so.

F. Compelling Lawson to arbitrate her underpaid wages claim under Labor Code § 558 does not restrict her from pursuing non-waivable PAGA claims.

Lawson argues in her Answering Brief that *Iskanian* and *McGill* prohibit the compelled forfeiture of any portion of Lawson's PAGA claim. (Brief at 36-55.) This argument misinterprets the law and the facts.

1. *Iskanian* does not prohibit compelled arbitration of unpaid wages claims under the PAGA.

Lawson argues that *Iskanian* prohibits the compelled arbitration of any PAGA dispute. This argument stretches the holding of *Iskanian* not only beyond its acceptable bounds, but also beyond the acceptable bounds of the FAA. In *Iskanian*, the employee was "seeking to recover civil penalties, 75 percent of which will go to the state's coffers." (*Iskanian*, 59 Cal.4th at 387.) Based on these facts, the *Iskanian* court found that a predispute arbitration agreement waiving the right to seek "monetary penalties [that] largely go to state coffers" was unenforceable. (*Id.* at 387-388.)

But, "*Iskanian's* prohibition on representative action waivers applies only to a representative action under PAGA seeking recovery of civil penalties ('an action that can only be brought by the state or its representatives') **where the state is the real party in interest**." (*Tanguilig v. Bloomingdale's, Inc.* (2016) 5 Cal.App.5th 665, 676 n.4, *cert. denied* (Oct. 16, 2017) 138 S.Ct. 356 [emphasis added]; *Esparza*, 13 Cal.App.5th at 1246

["The rule of nonarbitrability adopted in *Iskanian* is limited to representative claims for civil penalties in which the state has a direct financial interest."].)

More importantly, unlike the facts in *Iskanian*, CB&T has not deprived Lawson of the option to bring a PAGA claim altogether. Rather, Lawson would have the right to continue to pursue in the Superior Court her representative PAGA action seeking traditional civil penalties ($50/$100 per pay period) on behalf of the State of California, and her unpaid wages claim on an individual basis in arbitration. Hence, what CB&T requests here falls squarely within the holding of *Iskanian*, since Lawson is not waiving any right she may have to recover the civil penalties that "largely go to state coffers," or any right she has to seek her individual, victim-specific wages. (*Iskanian*, 59 Cal.4th at 388.)

2. *McGill* supports CB&T's argument that Lawson's individual wage claims should be compelled to arbitration under the FAA.

Like *Iskanian*, the *McGill* case relied upon by Lawson also supports compelling arbitration of Lawson's claim for underpaid wages. (*McGill v. Citibank, N.A.* (2017) 2 Cal.5th 945.) Lawson asserts that *McGill* prohibits compelling arbitration of her unpaid wages claim because it would result in her forfeiting this portion of her claim. This argument lacks merit.

In *McGill*, this Court addressed the enforceability under California law of a provision in a predispute arbitration agreement that waived the plaintiff's right to pursue ***in any forum*** injunctive relief on behalf of the general public under the Consumer Legal Remedies Act (CLRA), the unfair competition law (UCL), and false advertising laws. (*McGill*, 2 Cal.5th at 953.) The *McGill* court concluded that because public injunctive relief primarily benefits the public, an arbitration agreement waiving a party's right to pursue such claims in any forum is unenforceable. (*Id.* at 963.)

Here, in contrast to *McGill*, the Arbitration Agreement entered into by Lawson does not mandate that she waive any right to recover unpaid wages or any other substantive rights or remedies, all of which may be pursued in arbitration. (AA I:050-53, 063-66.) Hence, *McGill's* prohibition on arbitration agreements that forfeit parties' rights to bring claims in any forum is inapplicable to Lawson's individual unpaid wages claim. Also in contrast to *McGill*, in this case, CB&T is not seeking to require Lawson to forfeit any claims, but instead is simply asking that she honor her arbitration agreement, which requires her to arbitrate her individual unpaid wages claim with CB&T:

> Employee's attempt to recover unpaid wages under Labor Code section 558 is, for purposes of the Federal Arbitration Act, **a private dispute** arising out of his employment contract with KS Industries. In statutory terms, the wage claim is covered by "[a] written provision in . . . a contract . . . to settle by arbitration a controversy thereafter arising out of such contract." (9 U.S.C. § 2.) The dispute over wages is a **private dispute** because, among other things, it could be pursued by Employee in his own right. We recognize that private disputes can overlap with the claims that could be pursued by state labor law enforcement agencies. When there is overlap, **the claims retain their private nature and continue to be covered by the Federal Arbitration Act**. To hold otherwise would allow a rule of state law to erode or restrict the scope of the Federal Arbitration Act – a result that cannot withstand scrutiny under federal preemption doctrine.

(*Esparza*, 13 Cal.App.5th at 1246, emphasis added.)

Moreover, unlike in *McGill*, Lawson has always maintained the right to bring her individual wage claims under other provisions of the Labor Code, including Labor Code § 226.7 (meal periods and rest breaks) and §§ 510 and 1198 (overtime). Lawson chose to forego her rights under these