

Subcontractor Attestation

On behalf of _____ (“Subcontractor”), the undersigned acknowledges and agrees that Subcontractor is solely and fully responsible: (1) for the payment of all wages and fringe benefit payments or contributions, including any interest owed, for any and all persons who performed work or services for or on behalf of Subcontractor under this Agreement, including persons employed by the Subcontractor’s own subcontractors at any tier; (2) to provide, and assure that its subcontractors provide, each and every such person with meal, rest and recovery periods and paid sick leave as required under California law; (3) to maintain, and assure that its subcontractors maintain, accurate records of hours worked and wages paid to each such person; and (4) for compliance, by itself and its subcontractors at any tier, with all California wage and hour laws with respect to the employment of each such person, including but not limited to California Labor Code sections 201-246.5, 1191 and 1191.5, 1720-1813, and the provisions of Wage Order 16.

Accordingly, Subcontractor agrees to indemnify, hold harmless and defend _____ (“Company”), through counsel approved by the Company, and any of its individual owners, officers, directors or managers in connection with, for and against any claim for unpaid wages, fringe or other benefit payments or contributions, missed meal, rest and recovery periods, owed and unpaid sick leave, including interest owed, penalties and liquidated damages, and for any costs or attorney’s fees assessed in connection therewith, on account of any person who performed work or services for or on behalf of Subcontractor or its subcontractors at any tier under this Agreement. As a guarantee for the Subcontractor’s responsibility for the foregoing, Company may require Subcontractor to post a performance or payment bond, or other good and sufficient security adequate to cover the costs and liabilities of the foregoing, and may require proof that the terms of the Subcontractor’s bonding, insurance or other security arrangement will allow recourse to satisfy such costs and liabilities.

In order to demonstrate Subcontractor’s compliance with all of the foregoing legal and contractual requirements, Subcontractor has provided: (1) copies of the payroll and time records for each and every person who performed work by, for or on behalf of Subcontractor under this Agreement, and such other persons who have performed such work for the Subcontractor’s own subcontractors at any tier, that accurately reflect the hours worked, rates of pay, compensation paid, meal, rest and recovery periods provided, and paid sick leave required under California law for all such persons each workweek; and (2) proof of payment of wages, fringe benefit payments or contributions the Subcontractor or its subcontractors at any tier are

obligated to pay to such persons or to a third party on behalf of such persons for each such workweek. These payroll and payment records accurately reflect for each such employee: (1) gross wages earned; (2) total hours worked; (3) all payroll deductions, provided that all deductions made on written orders of any person may be aggregated and shown as one item; (4) net wages earned; (5) the inclusive dates of the period for which the person is paid; (6) the name of the person and only the last four digits of his or her social security number or identification number other than a social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by each person. The requested information also includes true and correct copies of cancelled checks or other form of proof of payment of wages and fringe benefits.

I DECLARE UNER PENALTY OF PERJURY UNDER THE LAW OF THE SATE OF CALIFORNIA THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT

Executed this ____ day of _____, 202_, at _____, California

By: _____
Title: _____