

1 ROBERT W. THOMPSON, Esq. (SBN 106411)

2 ALEX A. ZOLG, Esq. (SBN 325754)

3 **CALLAHAN, THOMPSON, SHERMAN**
4 **& CAUDILL, LLP**

5 2601 MAIN STREET, SUITE 800

6 IRVINE, CALIFORNIA 92614

7 TEL: (949) 261-2872

8 FAX: (949) 261-6060

9 EMAIL: RTHOMPSON@CTSCLAW.COM

10 AZOLG@CTSCLAW.COM

11 ATTORNEYS FOR **NEWPORT BEACH CARWASH LLC**

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF ORANGE**

14 ISRAEL RIOS SANTOS,

15 Plaintiff,

16 vs.

17 NEWPORT BEACH CARWASH, LLC, a
18 California Corporation; and DOES 1-50 ALL
19 INCLUSIVE

20 Defendants.

Case No.: 30-2020-01141706-CU-WT-CJC

Assigned for All Purpose to:

Hon. Peter Wilson

CX102 (Complex Litigation)

**SUPPLEMENTAL DECLARATION OF
ALEX ZOLG IN SUPPORT OF
CONTINUED HEARING ON 8/4/22 ON
MOTION FOR COURT APPROVAL OF
THE PARTIES' PAGA SETTLEMENT**

Action filed: May 26, 2020

Date: August 4, 2022

Time: 2:00 PM

Dept.: CX102

DECLARATION OF ALEX ZOLG

I, Alex Zolg, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am an attorney at Callahan, Thompson, Sherman & Caudill, LLP, attorneys of record for Defendant Newport Beach Carwash, LLC. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would testify competently thereto.

2. I submit this declaration in response to the Court's June 23, 2022 Order. The Court's Order continued the hearing on the Motion for Approval of the PAGA Settlement to August 4, 2022 and outlined issues to be addressed and revised in the PAGA Settlement Agreement, Notice to the Aggrieved Employees, and Proposed Order.

3. I believe that the parties have revised the PAGA Settlement Agreement, Notice to the Aggrieved Employees, and Proposed Order to align with the Court's June 23, 2022 Order.

4. As to the Settlement Agreement, the Court ordered that an amendment be filed that requires Defendant to attempt to find an alternative address and re-mail any undeliverable PAGA settlement checks. The parties have amended the Settlement Agreement accordingly, and a copy of the Amendment to the PAGA Settlement Agreement is attached hereto as **Exhibit 1**.

5. As to the Notice to the Aggrieved Employees, the Court ordered that the Notice be revised in line with the Court's Order. The parties have revised the Notice accordingly. The Court also inquired as to whether the Notice needs to be translated to any other languages, and if so, requested that a certified translation be attached to the revised Proposed Order. Attached hereto as **Exhibit 2** are two copies of the revised Notice – one in English, and the other in a certified Spanish language translation. The Court also ordered that a redlined copy of the Employee Notice be provided. Attached hereto as **Exhibit 3** is a redlined copy of the Employee Notice.

6. As to the Proposed Order, the Court ordered that the Proposed Order be revised in line with the Court's Order. The parties have revised the Proposed Order accordingly, and a copy of the revised Proposed Order is being filed concurrently herewith. Per the Court's Order, the PAGA Settlement (and Amendment to the Settlement), as well as the Employee Notice (and the certified

translation) are attached as exhibits to the Proposed Order that is being filed concurrently herewith. The Court also ordered that a redlined copy of the Proposed Order be provided. Attached hereto as **Exhibit 4** is a redlined copy of the Proposed Order.

7. On June 10, 2022, Defendant filed a Notice of Lodgment as to a copy of the confidential settlement and release agreement for Plaintiff's individual claims. Based on the Court's June 23, 2022 Order, I understand that the Court was not able to locate a copy of the confidential settlement and release agreement for Plaintiff's individual claims that Defendant believed was lodged. In an effort to comply with the Court's orders, at the time of my preparation of this declaration, Defendant is lodging with the Court a copy of the confidential settlement and release agreement as to Plaintiff's individual claims.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 27, 2022, at Irvine, California.



Alex Zolg

EXHIBIT 1

AMENDMENT TO PAGA SETTLEMENT AND RELEASE AGREEMENT

Paragraph 42 of the PAGA Settlement and Release Agreement is presently:

42. The payment checks for each PAGA Member Share shall be sent to each PAGA Member by U.S. First Class mail to the PAGA Member's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to Defendants. A letter approved by the Parties, in advance of Plaintiff filing the Approval Motion, explaining this Settlement will be included in the mailing of each PAGA Members' check and submitted to the Court for its review and approval. **The letter is attached hereto as Exhibit 1.** It will be conclusively presumed that a PAGA Members' Individual Settlement Payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. The date of the initial mailing of the payment check shall be conclusively determined according to the records of the Defendant.

Paragraph 42 of the PAGA Settlement and Release Agreement is hereby amended as follows:

42. The payment checks for each PAGA Member Share shall be sent to each PAGA Member by U.S. First Class mail to the PAGA Member's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to Defendant. In the event that any checks are returned to Defendant as undeliverable, Defendant will make a reasonable attempt to find an alternative address. If Defendant's attempt indicates that the employee is located at an alternative address, Defendant will re-mail the check accordingly. However, Defendant will not be required to incur additional expenses related to finding alternative addresses. A letter approved by the Parties, in advance of Plaintiff filing the Approval Motion, explaining this Settlement will be included in the mailing of each PAGA Members' check and submitted to the Court for its review and approval. **The letter is attached**

hereto as Exhibit 1. It will be conclusively presumed that a PAGA Members' Individual Settlement Payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check. The date of the initial mailing of the payment check shall be conclusively determined according to the records of the Defendant.

Dated: 7/26/22



ISRAEL RIOS SANTOS

Dated: 7/25/2022

By: 
For: NEWPORT BEACH CARWASH, LLC
Its: Manager

EXHIBIT 2

[LETTERHEAD]

Mailing Date

NOTICE OF PAGA SETTLEMENT

Re: ISRAEL RIOS SANTOS, Plaintiff v. NEWPORT BEACH CARWASH, LLC, Defendant
Superior Court of California, County of Orange
Case No. 30-2020-01141706-CU-WT-CJC, filed on May 26, 2020

Dear Current or Former Newport Beach Carwash, LLC Employee:

You are receiving this notice because Newport Beach Carwash, LLC's ("Employer") records indicate that you work or have worked for Employer at some time between January 31, 2019 and [Date of Approval]. This notice relates to the settlement of the lawsuit entitled *ISRAEL RIOS SANTOS v. NEWPORT BEACH CARWASH, LLC*, Case No. 30-2020-01141706-CU-WT-CJC, Orange County Superior Court. Your settlement amount is \$[X].

In the lawsuit, Plaintiff Israel Rios Santos sought civil penalties pursuant to the California Private Attorneys General Act ("PAGA"). This is a law that allows Plaintiff to attempt to recover civil penalties on behalf of the State of California and on behalf of employees who Plaintiff claims were "aggrieved" by alleged wage and hour violations on the part of the Employer.

The scope of the released claims is: any claim or cause of action against Newport Beach Carwash, LLC under PAGA for : (1) Missed Rest Breaks (Cal. Labor Code § 226.7(a)); (2) Missed Meal Breaks (Cal. Labor Code § 226.7, 512, 1198); (3) Failure to Pay All Overtime Worked (Cal. Labor Code § 510, 1194, 1198); (4) Failure to Pay Minimum Wage and Pay All Wages Earned (Cal. Labor Code § 204, 1194, 1197); (5) Improper Wage Statements (Cal. Labor Code § 226(a), 1174); (6) Failure to Pay for Sick Days (Cal. Labor Code § 246(a)); (7) Failure to Maintain Records (Cal. Labor Code § 1174, 1198.5 226(b)); and (8) Failure to Pay Wages Upon Separation (Cal. Labor Code § 201-203).

Employer strongly disputes Plaintiff's allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the lawsuit, and this notice is not an expression of any opinion by the Court as to the merits of this lawsuit. Nonetheless, to avoid the cost and distraction of litigation, Employer has made a business decision to settle the lawsuit, and the settlement has been approved by the Court.

The enclosed settlement check represents your portion of the Court-approved PAGA Settlement. Employer will issue IRS Form 1099 for all settlement checks. You are responsible for any taxes payable on the amount received.

The Court approved a settlement of \$1,000. 75% of the settlement (\$750) shall be paid to the California Labor and Workforce Development Agency, as required under PAGA. The remaining 25% of the settlement (\$250) shall be paid to the Aggrieved Employees on a pro-rata basis based upon the pay periods he/she worked for Employer from January 31, 2019 through [Date of Approval].

You will not be retaliated against for cashing your check. Checks that are not cashed within 120-days of issuance will be voided and the funds will be transmitted to the state controller unclaimed payment fund in your name. In the event that any checks are returned to Employer as undeliverable, Employer will attempt to find an alternative address and will re-mail the check(s).

Regardless of what you do with the settlement check, you will have released any claims for PAGA penalties for the wage and hour claims asserted in this lawsuit.

Lastly, this is not a communication from the Court, and you are directed to NOT contact the Court or Clerk of Court regarding this settlement. Should you have any questions regarding this Notice, you may contact Newport Beach Carwash, LLC at (949) 644-4450 for further information.

Sincerely,
Newport Beach Carwash, LLC

CERTIFICATE

OF TRANSLATION

July 26, 2022

To: Whom it may concern,

Subject: Order #71475: Translation of NOTICE OF PAGA SETTLEMENT of ISRAEL RIOS SANTOS, Plaintiff v. NEWPORT BEACH CARWASH, LLC, Defendant from English to Spanish.

We Languex LLC, a professional translation company, hereby certify that the above mentioned document(s) have been translated by experienced and qualified professional translators and that, in our best judgment the translated text truly reflects the content, meaning, and style of the original text and constitute in every aspect a correct and true translation of the original document.

This is to certify the correctness of the translation only. We do not guarantee that the original is a genuine document or that the statements contained in the original document are true. Further Languex, LLC assumes no liability for the way in which translation is used by the customer or any third party, including end user of the translation.

A copy of the translation is attached to this certification.



Ebad Akbari
Managing Director
Languex LLC

I, **David Ortega** am competent to translate from **English to Spanish** and certify that the translation of the document mentioned in the above subject line of this certification is true and accurate to the best of my abilities.



David Ortega
Translator
Languex Translation LLC
Dated: 07/26/2022



[LETTERHEAD]

Fecha de envío

AVISO DE CONCILIACIÓN DE –PAGA–

*Re: ISRAEL RIOS SANTOS, demandante contra NEWPORT BEACH CARWASH, LLC, demandado
Tribunal Superior de California, Condado de Orange
Caso No. 30-2020-01141706-CU-WT-CJC, presentado el 26 de mayo de 2020*

Estimado empleado actual o anterior de Newport Beach Carwash, LLC:

Usted está recibiendo este aviso porque los registros de Newport Beach Carwash, LLC ("Empleador") indican que usted trabaja o ha trabajado para el Empleador en algún momento entre el 31 de enero de 2019 y [Fecha de aprobación]. Esta notificación se relaciona con la conciliación de la demanda titulada ISRAEL RIOS SANTOS v. NEWPORT BEACH CARWASH, LLC, Caso No. 30-2020-01141706-CU-WT-CJC, Tribunal Superior del Condado de Orange. El monto de su conciliación es de \$[X].

En la demanda, el demandante Israel Ríos Santos solicitó sanciones civiles de conformidad con la Ley General de Abogados Privados de California ("PAGA"). Esta es una ley que permite al Demandante intentar recuperar sanciones civiles en nombre del Estado de California y en nombre de los empleados que el Demandante afirma que fueron "agraviados" por supuestas violaciones de salarios y horas por parte del Empleador.

El alcance de los reclamos liberados es: cualquier reclamo o causa de acción contra Newport Beach Carwash, LLC bajo PAGA por: (1) Pérdida de descansos (Código Laboral de California § 226.7(a)); (2) Pérdida de descansos para comer (Código Laboral de California § 226.7, 512, 1198); (3) Falta de pago de todas las horas extras trabajadas (Código Laboral de California § 510, 1194, 1198); (4) Falta de pago del salario mínimo y de todos los salarios ganados (Código Laboral de California § 204, 1194, 1198). Código Laboral de California § 204, 1194, 1197); (5) Declaraciones inadecuadas de salarios (Código Laboral de California § 226(a), 1174); (6) Falta de pago de días de enfermedad (Código Laboral de California § 246(a)); (7) Falta de mantenimiento de registros (Código Laboral de California § 1174, 1198.5 226(b)); y (8) Falta de pago de salarios tras la separación (Código Laboral de California § 201-203).

El empleador refuta enérgicamente las alegaciones del demandante y sostiene que ha cumplido plenamente con todas las leyes aplicables en materia de salarios y horarios. El Tribunal no ha emitido ningún fallo con respecto al fondo de la demanda, y esta notificación no es una expresión de ninguna opinión por parte del Tribunal en cuanto al fondo de esta demanda. Sin embargo, para evitar el costo y la distracción del litigio, el Empleador ha tomado la decisión comercial de llegar a una conciliación en la demanda, y la conciliación ha sido aprobado por el Tribunal.

El cheque de conciliación adjunto representa su parte de la Conciliación PAGA aprobado por el Tribunal. El empleador emitirá el formulario 1099 del IRS para todos los cheques de conciliación. Usted es responsable de cualquier impuesto pagadero sobre la cantidad recibida.

El Tribunal aprobó una conciliación de 1.000 dólares. El 75% de la conciliación (\$750) se pagará a la Agencia del Desarrollo del Trabajo y la Fuerza laboral de California, como se requiere bajo PAGA. El 25% restante de la conciliación (\$250) se pagará a los Empleados Agraviados en forma pro-rata sobre la base de los períodos de pago que él/ella trabajó para el Empleador desde el 31 de enero de 2019 hasta [Fecha de Aprobación].

No se tomarán represalias contra usted por cobrar su cheque. Los cheques que no se cobren en un plazo de 120 días a partir de su emisión se anularán y los fondos se transmitirán al fondo de pagos no reclamados del controlador estatal a su nombre. En el caso de que cualquier cheque sea devuelto al empleador como imposible de entregar, el empleador intentará encontrar una dirección alternativa y volverá a enviar el cheque(s).



Independientemente de lo que haga con el cheque de conciliación, usted habrá renunciado a cualquier reclamo de penalidades PAGA por las reclamaciones de salarios y horas afirmadas en esta demanda.

Por último, esta no es una notificación del Tribunal, y se le indica que NO se ponga en contacto con el Tribunal o el Secretario del Tribunal en relación con este arreglo. Si tiene alguna pregunta con respecto a este aviso, puede ponerse en contacto con Newport Beach Carwash, LLC al (949) 644-4450 para obtener más información

Atentamente,
Newport Beach Carwash, LLC



EXHIBIT 3

[LETTERHEAD]

Mailing Date

NOTICE OF PAGA SETTLEMENT

Re: ISRAEL RIOS SANTOS, Plaintiff v. NEWPORT BEACH CARWASH, LLC, Defendant
Superior Court of California, County of Orange
Case No. 30-2020-01141706-CU-WT-CJC, filed on May 26, 2020

Dear Current or Former Newport Beach Carwash, LLC Employee:

You are receiving this notice because Newport Beach Carwash, LLC's ("Employer") records indicate that you work or have worked for Employer at some time between January 31, 2019 and [Date of Approval]. This notice relates to the settlement of the lawsuit entitled *ISRAEL RIOS SANTOS v. NEWPORT BEACH CARWASH, LLC*, Case No. 30-2020-01141706-CU-WT-CJC, Orange County Superior Court. Your settlement amount is \$[X].

Formatted: Highlight

In the lawsuit, Plaintiff Israel Rios Santos sought civil penalties pursuant to the California Private Attorneys General Act ("PAGA"). This is a law that allows Plaintiff to attempt to recover civil penalties on behalf of the State of California and on behalf of employees who Plaintiff claims were "aggrieved" by alleged wage and hour violations on the part of the Employer.

The scope of the released claims is: any claim or cause of action against Newport Beach Carwash, LLC under PAGA for : (1) Missed Rest Breaks (Cal. Labor Code § 226.7(a)); (2) Missed Meal Breaks (Cal. Labor Code § 226.7, 512, 1198); (3) Failure to Pay All Overtime Worked (Cal. Labor Code § 510, 1194, 1198); (4) Failure to Pay Minimum Wage and Pay All Wages Earned (Cal. Labor Code § 204, 1194, 1197); (5) Improper Wage Statements (Cal. Labor Code § 226(a), 1174); (6) Failure to Pay for Sick Days (Cal. Labor Code § 246(a)); (7) Failure to Maintain Records (Cal. Labor Code § 1174, 1198.5 226(b)); and (8) Failure to Pay Wages Upon Separation (Cal. Labor Code § 201-203).

Employer strongly disputes Plaintiff's allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the lawsuit, and this notice is not an expression of any opinion by the Court as to the merits of this lawsuit. Nonetheless, to avoid the cost and distraction of litigation, Employer has made a business decision to settle the lawsuit, and the settlement has been approved by the Court.

The enclosed settlement check represents your portion of the Court-approved PAGA Settlement. Employer will issue IRS Form 1099 for all settlement checks. You are responsible for any taxes payable on the amount received.

The Court approved a settlement of \$1,000. 75% of the settlement (\$750) shall be paid to the California Labor and Workforce Development Agency, as required under PAGA. The remaining 25% of the settlement (\$250) shall be paid to the Aggrieved Employees on a pro-rata basis based upon the pay periods he/she worked for Employer from January 31, 2019 through [Date of Approval].

Formatted: Highlight

You will not be retaliated against for cashing your check. Checks that are not cashed within 120-days of issuance will be voided and the funds will be transmitted to the state controller unclaimed payment fund in your name. In the event that any checks are returned to Employer as undeliverable, Employer will attempt to find an alternative address and will re-mail the check(s).

Formatted: Font: Not Bold

Regardless of what you do with the settlement check, you will have released any claims for PAGA penalties for the wage and hour claims asserted in this lawsuit.

Lastly, this is not a communication from the Court, and you are directed to NOT contact the Court or Clerk of Court regarding this settlement. Should you have any questions regarding this Notice, you may contact Newport Beach Carwash, LLC at (949) 644-4450 for further information.

Sincerely,
Newport Beach Carwash, LLC

EXHIBIT 4

LAW OFFICES OF FARRAH MIRABEL
FARRAH MIRABEL (CAL. BAR NO. 162933)
1070 Stradella Rd.
Los Angeles, CA 90077
Telephone: (714) 972-0707
Facsimile: (949) 417-1796
Email: fmesq@fmirabel.com

Attorney for Plaintiff ISRAEL RIOS SANTOS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ISRAEL RIOS SANTOS,
Plaintiff,
vs.

NEWPORT BEACH CARWASH, LLC, a
California Corporation; and DOES 1-50 ALL
INCLUSIVE
Defendants.

Case No.: 30-2020-01141706-CU-WT-CJC
Assigned for All Purpose to:
Hon. Peter Wilson
CX102 (Complex Litigation)

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT AND
ENTERING JUDGMENT**

~~*[Filed Concurrently with Declaration of Farrah
Mirabel in support thereof; and Motion for Court
Approval]*~~

Action filed: May 26, 2020

Date: August 4, 2022
Time: 2:00 PM
Dept.: CX102

Formatted: English (United States)

1 Under Labor Code §2699(1)(2) of the Private Attorneys General Act of 2004, §§ 2698, *et*
2 *seq.* (“PAGA”), the Motion for Court Approval of the Parties’ PAGA Settlement by Plaintiff
3 ISRAEL RIOS SANTOS (“Plaintiff”) came before this Court on ~~August 4, 2022~~ May 12, 2022
4 on a regularly noticed motion.

5 Plaintiff’s complaint seeks civil penalties on behalf of the State of California and
6 similarly situated aggrieved employees (“Aggrieved Employees”), as authorized by PAGA
7 under Labor Code §2699, in relation to alleged violations of the predicate statutes set forth in
8 Plaintiff’s complaint and the letter to the Labor Workforce and Development Agency
9 (“LWDA”) dated February 13, 2020 (“LWDA Letter”), on behalf of all current and former non-
10 exempt, hourly employees of Defendant from January 31, 2019 to the date of this Order,
11 inclusive.

12 Under PAGA, in any action brought by an aggrieved employee, the Court “shall review
13 and approve any settlement of any civil action filed pursuant to this part.” Lab. Code
14 §2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the
15 Settlement Agreement, including the proposed PAGA penalties, under Labor Code §2699(1)(2),
16 having considered the papers filed in support of the proposed settlement and the arguments of
17 counsel, and GOOD CAUSE appearing, HEREBY ORDERS AS FOLLOWS:

18 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

19 ~~2. —GOOD CAUSE having been shown, the Court finds in favor of settlement approval,~~
20 ~~and therefore approves the Settlement of the above-captioned action, as set forth in~~
21 ~~the Settlement Agreement and each of the releases and other terms.~~

22 ~~3-2.~~ The Court has considered all relevant factors for determining the fairness of the
23 Settlement and has concluded that all such factors weigh in favor of approving the
24 Settlement, a copy of which is attached hereto as Exhibit 1. In particular, the Court
25 finds that the Settlement was reached following meaningful discovery and
26 investigation conducted by Plaintiff; and that the Settlement is the result of serious,
27 informed, adversarial, and arm’s length negotiations between the Parties; ~~and that~~
28

1 ~~the terms of the Settlement are in all respect fair, just, reasonable, and adequate and~~
2 ~~fulfills PAGA's objectives.~~

3 4.3. In so finding, the Court has considered all evidence presented, including evidence
4 regarding the strength of Plaintiff's PAGA claims; the risk, expense, and complexity
5 of the claims presented; the likely duration of further litigation; the extent of
6 investigation and discovery completed; and the views of counsel. The Parties have
7 provided the Court with sufficient information about the nature and magnitude of the
8 claims being settled, as well as the impediments to recovery, to make an independent
9 assessment of the reasonableness of the terms to which the Parties have agreed.

10 5.4. According, the Court hereby finds that the Settlement is, in all respects, fair,
11 reasonable, adequate, and fulfills PAGA's objectives, thus, hereby directs
12 implementation of all remaining terms, conditions, and provisions of the Settlement.

13 ~~6. The Court finds further that Plaintiff, acting on behalf of himself and the State of~~
14 ~~California, by operation of this Order and Judgment hereby releases and forever~~
15 ~~discharges Newport Beach Carwash, LLC, its past, present, and future officers,~~
16 ~~directors, employees, board members, attorneys, insurers, reinsurers, representatives,~~
17 ~~predecessors, successors, agents, and principals, and their heirs, estates, executors,~~
18 ~~administrators, servants, attorneys, and assigns (Released Parties as defined in the~~
19 ~~Settlement Agreement) from any and all PAGA Released Claims (as defined in the~~
20 ~~Settlement Agreement) including penalties asserted in Plaintiff's Complaint,~~
21 ~~including any and all known and unknown claims for civil penalties under the Private~~
22 ~~Attorneys General Act, California Labor Code §§ 2698, et seq., that arise.~~

23 ~~7. The Court finds further that the foregoing release shall be binding on Plaintiff and the~~
24 ~~State of California and shall bar any claim under PAGA brought by any person,~~
25 ~~including the Aggrieved Employees, on behalf of the State of California, as to the~~
26 ~~PAGA Released Claims and Released Parties.~~

27 8.5. The Parties are directed to comply with all terms of the Settlement Agreement, and
28 Defendant is directed to make all payments required by the Settlement Agreement.

1 9-6. Under the Settlement Agreement, Defendant agrees to pay an all-in gross amount of
2 One Thousand Dollars (\$1,000.00) ("Gross Settlement Amount"). The Gross
3 Settlement Amount is inclusive of payments to the LWDA (75% - \$750.00) and
4 Aggrieved Employees (25% - \$250.00). No portion of the Gross Settlement Amount
5 will revert to Defendant. ~~Plaintiff is not receiving any separate or additional~~
6 ~~enhancement or consideration in connection with the PAGA Settlement. Plaintiff's~~
7 ~~counsel is not receiving any separate or additional consideration for attorney's fees or~~
8 ~~costs in connection with the PAGA Settlement.~~

- 9 a. The Court approves the Notice of PAGA Settlement. Attached as Exhibit 2 are
10 two copies of the Notice of PAGA Settlement – one in the English language, and
11 the other in a certified Spanish language translation. these payments, and directs
12 Defendant to issue checks to the LWDA and Aggrieved Employees on a pro-rata
13 basis, along with the Notice of PAGA Settlement, as set forth in the Settlement
14 Agreement, and to otherwise carry out its duties as set forth in the Settlement
15 Agreement; and

16 7. The Court enters final judgment in accordance with the terms of the Settlement
17 Agreement and this Order.

18 10-8. The final accounting shall occur on February 24, 2023 at 9:00 AM in Department
19 CX102. Plaintiff is directed to submit to the Court a final report at least 5 court days
20 prior to the final accounting, including the actual amounts paid to aggrieved
21 employees and the other amounts distributed under the settlement, including to the
22 Unclaimed Property Fund.

23 11-9. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
24 LWDA within 10 days of the date of this Order and entry of Judgment.

25
26 IT IS SO ORDERED.
27
28

Formatted: Font: Bold

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: _____

HONORABLE PETER WILSON

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On this date, July 27, 2022, I served the foregoing document described as:

I enclosed a true copy of said documents in a sealed envelope or package addressed to the persons noted below.

____ (By overnight delivery) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons listed below. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

____ (By messenger service) I served the documents by placing them in an envelope or package addressed to the persons at the addresses below and providing them to a professional messenger service for service.

____ (By fax transmission) Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission, which I printed out, is attached.

X (By electronic service) **ONLY BY ELECTRONIC TRANSMISSION** by emailing the document(s) to the persons at the email address(es) listed during the Coronavirus (COVID-19) pandemic. This office will be working remotely and is not able to send physical mail as usual and is therefore using only electronic mail. No electronic message or other indication that the transmission was unsuccessful was received within a reasonable time after the transmission.

____ (By personal service) I served the documents by delivering the envelope, by hand, to the persons listed below.

(By [Insert Electronic Service Provider]) I caused the above-entitled documents to be served through [Insert Electronic Service Provider]) addressed to all parties appearing on the [Insert Electronic Service Provider]) electronic service list for the above-entitled case. The file transmission was reported as completed and a copy of the [Insert Name of Electronic Service Filing Receipt]) pages will be maintained with the original documents in our office. Service will be deemed effective as provided for in the Electronic Case Management Order. I have complied with

1 California Rules of Court, Rule 2.257(a) and the original, signed Proof of Service is available for
review and copying at the request of the court or any party.

2 Executed on July 27, 2022, at Irvine, California.

3 I declare under penalty of perjury under the laws of the State of California that the above is true
4 and correct. I further declare that I am employed in the office of a member of the bar of this court
at whose direction the service was made.

5 /s/ Jackie Huynh
6 JACKIE HUYNH

7 **SERVICE LIST**

8 Case Name : Santos v. Newport Beach Carwash LLC
9 Court : Orange County Superior Court
Case Number : 30-2020-01141706-CU-WT-CJC

10 Farrah Mirabel
Law Offices of Farrah Mirabel
1070 Stradella Rd.
11 Los Angeles, CA 90077
12 Tel: (714) 972-0707
Fax: (949) 417-1796
13 Email: fmesq@fmirabel.com

Attorney for Plaintiff
ISRAEL RIOS SANTOS