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Attorneys for Plaintiff Carlos Araujo, on behalf of himself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**FOR THE COUNTY OF LOS ANGELES – SANTA MONICA COURTHOUSE**

CARLOS ARAUJO, on behalf of himself  
and all “aggrieved employees” pursuant to  
Labor Code § 2698 *et seq.*,  
  
Plaintiffs,  
  
v.  
  
TJB GEARYS, LLC, a California limited  
liability company, GEARYS BEVERLY  
HILLS, an entity form unknown, and  
DOES 1 through 10, inclusive,  
  
Defendants.

Case No. 20SMCV00624  
*Assigned to the Hon. H. Jay Ford, Dept. O*

**UNLIMITED JURISDICTION**  
**DECLARATION OF DANIEL GAINES IN  
SUPPORT OF STIPULATION AND  
[PROPOSED] ORDER APPROVING  
SETTLEMENT OF PRIVATE ATTORNEYS  
GENERAL ACT CLAIMS AND DISMISSING  
ACTION WITH PREJUDICE**

Action Filed: April 27, 2020  
Trial Date: None Set

1  
2 I, DANIEL F. GAINES, hereby declare and state as follows:

3 1. I am an attorney duly admitted to the practice of law in the State of California. I am  
4 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Carlos Araujo in this action. I have  
5 personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could  
6 and would do so competently.

7 2. I obtained my BS degree from the University California at Berkeley in 2003. I  
8 majored in Business Administration at the Haas School of Business.

9 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was  
10 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy  
11 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies  
12 on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

13 4. Since becoming a member of the Bar, I have practiced law with my partner/father,  
14 Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with an emphasis in  
15 business, real estate, and employment disputes like this one. Over 75% of my practice is devoted  
16 to complex employment litigation similar to the instant action.

17 5. My firm has represented employees in employment matters such as this one, with  
18 an emphasis in wage and hour issues. I have participated in and have been certified as Court-  
19 approved class counsel in dozens of class and representative action matters since my admission to  
20 the Bar. A true and correct list of the cases in which I have been appointed as class counsel is  
21 attached hereto as Exhibit "B".

22 6. On February 19, 2020, Plaintiff complied with the requirements set forth in Labor  
23 Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, "PAGA") by  
24 sending a letter, by online submission to the Labor and Workforce Development Agency  
25 ("LWDA") and by certified mail to Defendant, setting forth the facts and theories of the violations  
26 alleged against Defendant. A true and correct copy of the letter submitted to the LWDA is attached  
27 hereto as Exhibit "A".

1           7.       Plaintiff filed his Representative Action Complaint on April 27, 2020, seeking  
2 penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.3,  
3 226.7, 510, 512, 1194, 2750, 2751 and 2802.

4           8.       The parties thereafter conducted informal discovery to ascertain the size of the  
5 aggrieved employee group, the number of affected pay periods at issue among them, and the  
6 strength of their claim.

7           9.       Being fully apprised of the value and strength of Plaintiff's claims, the parties  
8 successfully participated in a mediation with Eve Wagner on September 15, 2020, in an attempt to  
9 resolve the claims asserted in the Action.

10          10.       The parties engaged in arm's-length negotiations and reached a resolution of the  
11 PAGA claims asserted in the action. Based on the information and documents obtained through  
12 informal discovery and during mediation, Plaintiff assessed the maximum value of the PAGA  
13 claims (without stacking) asserted to be approximately \$107,600 (at the rate of a \$100.00 penalty  
14 for 1,076 pay periods at issue for approximately 51 aggrieved employees during the applicable time  
15 frame).

16          11.       Prior to mediation, Defendant entered into settlement agreements with  
17 approximately 46 of the 51 Aggrieved Employees, through which it obtained releases in exchange  
18 for the payment of the aggregate sum of \$35,000. Defendant contends that these Aggrieved  
19 Employees released all claims asserted in Plaintiff's complaint; Plaintiff maintains otherwise and  
20 also argues that he is entitled to attorneys' fees on the sums paid to these 46 Aggrieved Employees  
21 based on a catalyst theory of recovery.

22          12.       The amount of the settlement is \$135,000.00, which represents over 100% of the  
23 maximum recoverable discretionary penalties and includes an apportionment of attorneys' fees and  
24 costs and a general release payment to Plaintiff Araujo.

25          13.       Attached hereto as Exhibit "C" is a true and correct copy of the parties' Private  
26 Attorney General Act (Labor Code § 2698 et seq.) Settlement Agreement.

27       \\

28       \\

1 I declare, under penalty of perjury, under the laws of the State of California, that the  
2 foregoing is true and correct. Executed this 17th day of September, 2020 at Calabasas, California.  
3

4 ***Daniel F. Gaines***

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6 DANIEL F. GAINES  
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# EXHIBIT A

# GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

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CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985  
FAX (818) 703-8984

February 18, 2020

***Via Certified Mail***

Labor & Workforce Development Agency  
By online submission

Gearys Beverly Hills  
351 N. Beverly Drive  
Beverly Hills, CA 90210

Defendant mailed certified # 70190700000201195543

TJB Gearys, LLC  
351 N. Beverly Drive  
Beverly Hills, CA 90210

Defendant mailed certified # 70190700000201195550

Thomas J. Blumenthal  
351 N. Beverly Drive  
Beverly Hills, CA 90210

Agent mailed certified # 70190700000201195567

Re: ***Labor Code Violations of Gearys Beverly Hills and TJB Gearys LLC – Compliance  
Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Carlos Araujo, a former non-exempt California employee of Gearys Beverly Hills ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Southern California as a sales associate employee. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California employees ("Aggrieved Employees").

Our client alleges that Defendant failed to properly compute commissions and other non-base hourly wages earned by our client and other Aggrieved Employees into their regular rate of pay for purposes of paying them overtime at the correct rates, in violation of Labor Code §§ 510, 558 and 1194. Defendant failed to properly blend these non-base wages and instead paid our client and other Aggrieved Employees overtime based *only* on the base hourly rate of pay, thus depriving our client and other Aggrieved Employees of all overtime wages earned.

Defendant failed to provide our client and other Aggrieved Employees with their compensation agreements, in violation of Labor Code § 2751(a). "Whenever an employer enters into a contract for employment with an employee for services to be rendered within the state and the contemplated method of payment of the employee involves commissions, the contract shall be in writing..."

The agreement must specify the way the commissions will be computed and paid. *Labor Code* § 2751(a). Our client and other Aggrieved Employees were not provide with a written commission agreement all while clocked out, in violation of *Labor Code* §§ 2750 and 2751.

Our client alleges that Defendant failed to compensate him and other Aggrieved Employees with all minimum and overtime wages earned, in violation of *Labor Code* §§ 510, 558, and 1194. Defendant required our client and other Aggrieved Employees to work off-the-clock by requiring them to continue working after eight (8) hours of work. Defendant failed to pay our client and other Aggrieved Employees any wages for this time. Our client estimates approximately 30 minutes of off-the-clock work each shift. He was required to call and text clients and make appointments. As a result, Defendant has violated of *Labor Code* §§ 510, 558, and 1194.

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of *Labor Code* §§ 226.7, 558 and *IWC Wage Order No. 4-2001*. Our client and Aggrieved Employees were routinely unable to take an off-duty 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. This violates *Labor Code* §§ 226.7, 558 and *IWC Wage Order No. 4-2001*.

Defendant failed to pay premium wages to our client and Aggrieved Employees who were denied proper meal periods, in violation of *Labor Code* §§ 226.7 and 512 and *IWC Wage Order 4-2001*. Our client and Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in duration, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours in duration, but were not paid premium wages of one hour's pay for each missed first or second meal period. This violates *Labor Code* §§ 226.7, 512 and, 558 and *IWC Wage Order 4-2001*.

Our client further alleges that Defendant failed to reimburse all business-related expenses to him and other Aggrieved Employees, in violation of *Labor Code* § 2802. Our client and Aggrieved Employees were required to use their personal cellular phones to perform their work tasks for Defendant but were not fully reimbursed by Defendant for this expense. This practice violates *Labor Code* § 2802.

Our client further alleges that Defendant failed to provide him and all other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in *Labor Code* § 226(a). Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of *Labor Code* § 226(a)(1), total hours worked, in violation of *Labor Code* § 226(a)(2), net wages earned, in violation of *Labor Code* § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of *Labor Code* § 226(a)(9). Separately the wage statements also fail to set forth the correct name of the employing entity, in violation of *Labor Code* § 226(a)(8). The wage statements incorrectly list "Gearys Beverly Hills" as the employing entity.

Labor & Workforce Development Agency  
Gearys Beverly Hills  
February 18, 2020  
Page 3

Our client further alleges that Defendant failed to pay him all wages due at the separation of his employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and certain Aggrieved Employees.

The \$75 PAGA filing fee has been mailed to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorney to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES & GAINES  
A Professional Law Corporation

By:   
SEPIDEH ARDESTANI

## EXHIBIT B

*Adams v. Newell Rubbermaid*, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

*Adams v. Sam's West, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1403987

*Agredano v. GS Brothers, Inc.*, Los Angeles County Superior Court, Case No. BC445561

*Allen v. Toms Sierra Company*, Nevada County Superior Court, Case No. CU18-082823

*Allen v. Valley Inventory Service, Inc.*, Solano County Superior Court, Case No. FCS034682

*Alvarez v. Pilot Travel Centers, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

*Alonzo v. Camblin Steel Service, Inc.*, Placer County Superior Court, Case No. SCV0034165

*Amenhotep v. Google, Inc.*, Santa Clara County Superior Court, Case No. 17CV311528

*Anaya v. Progressive Logistics Services, LLC*, Riverside County Superior Court, Case No. RIC1308270

*Andre v. Newell Rubbermaid, Inc.*, San Bernardino County Superior Court, Case No. CIVVS1200282

*Anduha v. ABC Phones of North Carolina, Inc.*, Stanislaus County Superior Court, Case No. 2022729

*Anslow v. Wellington Energy, Inc.*, USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

*Aranda, et al. v. Universal Lumpers of California, Inc.*, San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

*Armendariz v. Integrated Pain Management Medical Group, Inc.*, Kern County Superior Court, Case No. BCV-19-100267-SDS

*Barrow, et al. v. Desmond Foods, L.P.*, Sacramento County Superior Court, Case No. 34-2015-00187227

*Batmanghelich v. Sirius XM Radio Inc.*, USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

*Bosser v. Hooked on Solar*, Yolo County Superior Court, Case No. CVCV-2016-876

*Bourland v. Horizon Personnel Services, Inc.*, Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

*Bowen v. IMI Material Handling Logistics, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

*Branson v. Mladen Buntich Construction*, San Bernardino County Superior Court, Case No. CIVDS1609129

*Brandt v. Sacramento Auto Insurance Center, Inc.*, San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

*Brown v. 22nd District Agricultural Association*, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

*Brown v. Sierra Central Credit Union*, Sutter County Superior Court, Case No. CVCS18-0002161

*Burgess v. Blue Cross and Blue Shield of South Carolina*, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

*Burgess v. Strategic Retail Solutions, LLC*, Los Angeles County Superior Court, Case No. BC413791

*Calhoun v. Celadon Trucking Services, Inc.*, USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

*Caporicci v. Owens & Minor Distribution, Inc.*, San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

*Carl v. Advanced Call Center Technologies, LLC*, Sacramento County Superior Court, Case No. 34-2013-00148310

*Carlisle, et al. v. Professional Technical Security Services, Inc.*, Case No. CGC18569791

*Carrete v. Gamestop, Inc.*, Imperial County Superior Court, Case No. ECU08501

*Carrillo v. Bimbo Bakeries, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1606813

*Caudillo v. Aegis Treatment Centers, LLC*, Merced County Superior Court, Case No. 18CV-0744

*Cerami v. Metlife, Inc.*, USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

*Charles v. Aaron's Inc.*, Los Angeles County Superior Court, Case No. BC431468

*Charles v. Nursefinders, LLC*, Imperial County Superior Court, Case No. ECU07422

*Cheifer v. JetBlue Airways Corporation*, Los Angeles County Superior Court, Case No. BC451887

*Cheifer, et al. v. WHGM, Inc.*, Los Angeles County Superior Court, Case No. LC104900

*Chong, et al. v. Crescent Northwoods Inn, Inc.*, Del Norte County Superior Court, Case No. CVUJ-2018-1133

*Church v. GameStop, Inc., et. al.*, USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

*Clothier v. Spar Marketing Services, Inc.*, Alameda County Superior Court, Case No: RG12-639317

*Coleman v. Wireless Lifestyle, Inc.*, USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

*Colombo-Beyeler, et al. v. Viking River Cruises, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1611608

*Conlee v. Clark Pacific Corporation*, Yolo County Superior Court, Case No. CV14-1409

*Contreras v. Osmose Utilities Services, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1513998

*Contreras v. West American Service Corporation*, Kings County Superior Court, Case No. 14C0280

*Corona v. Yosemite Meat & Locker Service, Inc.*, Stanislaus County Superior Court, Case No. 2006828

*Cortellessa v. Dotnext, Inc.*, Alameda County Superior Court, Case No. RG09429971

*County v. Ingram Mirco, Inc.*, San Bernardino Superior Court, Case No. CIVRS 1304445

*Covarrubias, et al. v. Petersendean Builder Group, Inc.*, Kern County Superior Court, Case No. BCV-16-101122

*Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf*, San Bernardino County Superior Court, Case No. CIVDS1719283

*Cruz-Garcia v. Lemonade Restaurant Group, LLC*, Los Angeles County Superior Court, Case No. BC478205

*Cunningham v. Performance Contracting, Inc.*, Contra Costa County Superior Court, Case No. C16-02157

*Dabney v. Coneybeare, LLC, et al.*, Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

*Dabney, et al. v. Panera, LLC.*, San Bernardino County Superior Court, Case No. CIVDS1516030

*Diaz, et al. v. Seaworld Entertainment, Inc.*, Imperial County Superior Court, Case No. ECU10046

*Diggs v. Western Waterproofing Company, Inc.*, San Francisco County Superior Court, Case No. CGC-14-539281

*Dismuke v. Rhodes Retail Services, Inc.*, Sacramento County Superior Court, Case No. 34-2011-00105001

*Dorsette v. TA Operating, LLC*, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

*Duran v. The Image of California, Inc.*, Kern County Superior Court, Case No. S-1500-CV-284056 DRL

*Edwards v. Trans World Entertainment Corp.*, San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

*Esakhani v. Central Valley Gaming*, Stanislaus County Superior Court, Case No. 2020667

*Escobar v. SMSSI of California, Inc.*, San Francisco Superior Court, JCCP No. 4776

*Espinosa v. Taltech Construction, et al.*, Los Angeles County Superior Court, Case No. BC590176

*Espinosa v. Bodycote Thermal Processing, Inc.*, Los Angeles County Superior Court, Case No. BC501617

*Espinoza v. Pabco Building Products, LLC*, Los Angeles County Superior Court, Case No. VC065660

*Estrada v. Net Source Communications, Inc.*, Los Angeles County Superior Court, Case No. BC431169

*Estrada v. OS Restaurant Services, LLC*, Santa Clara County Superior Court, Case No. 16CV293249

*Estupinan v. Global Development Strategies, Inc.*, Santa Clara County Superior Court, Case No. 110CV178898

*Fadhl. v. Siemens Healthcare Diagnostics Inc.*, Sacramento County Superior Court, Case No. 34-2017-00209518

*Fernandez v. The Regents of the University of California*, Los Angeles County Superior Court, Case No. BC656256

*Ferrer v. Dish Network Corporation*, Los Angeles County Superior Court, Case No. BC441354

*Findora v. Barry Callebaut USA LLC*, Napa County Superior Court, Case No. 19CV000219

*Flores v. Cintas Corporation*, Los Angeles County Superior Court, Case No. BC400422

*Friel v. Midwest Construction Services, Inc.*, San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

*Gagnon v. Banc of California*, Contra Costa County Superior Court, Case No. C 15-00196

*Galarza v. Bayou Well Services, LLC*, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

*Galarza v. C & H Testing Service LLC*, Kern County Superior Court, Case No. BCV-15-100008 SPC

*Garcia v. Old Dominion Freight Line, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1404636

*Geer v. Applied Aerospace Structures Corp.*, San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

*Getz v. California Cinema Investments, Inc.*, Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

*Gibbs v. M. Lehmann Enterprises*, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

*Gilles v. Schaefer Ambulance Service Inc.*, Imperial County Superior Court, Case No. ECU07970

*Goldman, et al. v. Defender's, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

*Gomez v. Low Desert Empire Pizza, Inc.*, San Bernardino County Superior Court, Case No. CIVVS900392

*Gomez v. Pizza Hut of Southeast Kansas, Inc.*, San Bernardino County Superior Court, Case No. CIVVS900679

*Gonzalez v. Harris Farms, Inc.*, USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

*Guerrero v. Main Electric Supply Company LLC*, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

*Gutierrez v. Asset Management Specialists, Inc.*, Fresno County Superior Court, Case No. 12CECG03577

*Gutierrez v. Linkus Enterprises, Inc.*, Madera County Superior Court, Case No. MCV065774

*Gutierrez v. Shiekh, LLC*, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

*Hindman v. Service Quick, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1724229

*Hogan v. iMobile of CA LLC*, San Bernardino County Superior Court, Case No. CIVDS1409263

*Hogan v. Wireless Evolution Inc.*, Riverside County Superior Court, Case No. MCC1300669

*Hogan v. Wireless That's It! LLC*, Riverside County Superior Court, Case No. RIC1201997

*Holmes v. Bottling Group, LLC*, Stanislaus County Superior Court, Case No. 2022584

*Hooper, et al. v. URS Midwest, Inc., et al.*, San Bernardino Superior Court, Case No. CIVDS1607489

*Humphrey v. Freedomroads, LLC*, Shasta County Superior Court, Case No. 178228

*Hurtado v. Rush Truck Centers of California, Inc.*, Los Angeles County Superior Court, Case No. BC427672

*Hyde v. Dent Wizard International Corporation*, Sacramento County Superior Court, Case No. 34-2015-00173882

*Ibrihim v. Imperfect Foods, Inc.*, San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

*Id-deen v. Educational Services of America*, Solano County Superior Court, Case No. FCS040803

*Isherwood v. Mason Dixon Intermodal, Inc.*, San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

*Jahanbin v. Pacific Mercantile Bank*, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

*Jenkins v. Sedgwick Claims Management Services, Inc.*, Los Angeles Superior Court, Case No. LC101648

*Job v. California Security Services*, Yuba County Superior Court, Case No. 14-0000820

*Johnson v. The Goodyear Tire & Rubber Company*, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

*Jolin v. Bay Cities Recovery, Inc.*, El Dorado County Superior Court, Case No. PC20100458

*Jordan v. Sutter Memorial Hospital*, Stanislaus County Superior Court, Case No. 2023344

*Keebaugh v. Mike Thompson Recreational Vehicles*, San Bernardino County Superior Court, Case No. CIV-DS-1500718

*Kelly v. Robin's Enviro Vac, Inc.*, Kern County Superior Court, Case No. S-1500-CV-282277  
DRL

*King v. Levy Premium Foodservice Limited Partnership*, Alameda County Superior Court, Case No. HG15786353

*Kunsman v. Punch Bowl Sacramento, LLC, et al.*, Sacramento County Superior Court, Case No. 34-2018-00243175

*LaFear v. Encore Education Corporation*, San Bernardino County Superior Court, Case No. CIVDS1802251

*Lanzarin v. AWI Management Corporation*, Solano County Superior Court, Case No. FCS041809

*Lee, et al. v. Foster Dairy Farms*, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

*Lemus, et al. v. Eastridge Workforce Technology, Inc.*, San Bernardino County Superior Court, Case No. CIV-DS-1611470

*Lewis v. American Casino & Entertainment Properties LLC*, San Bernardino County Superior Court, Case No. CIVDS1719094

*Lemus v. On Assignment Staffing Services*, San Bernardino County Superior Court, Case No. CIV-DS-1600497

*Leon v. Piercey West Inc.*, Los Angeles County Superior Court, Case No. BC656874

*Lopez v. Creative Communication Technologies, Inc.*, Imperial County Superior Court, Case No. ECU07851

*Lopez v. Go Green Auto Spa Franchise, Inc., et al.*, Los Angeles County Superior Court, Case No. BC 562212

*Lopez v. Truck Accessories Group, LLC*, Yolo County Superior Court, Case No. CV13798

*Ludlow v. Prince Telecom, LLC*, Stanislaus County Superior Court, Case No. 684239

*Luna v. Express Locations, LLC*, Imperial County Superior Court, Case No. ECU09779

*Macias v. American Tire Distributors, Inc.*, Kern County Superior Court, Case No. BCV-18-101586

*Maldonado v. Hardwood Flooring Liquidators, Inc.*, Los Angeles County Superior Court, Case No. BC642170

*Mansfield v. Cambridge Real Estate Services, Inc.*, Butte County Superior Court, Case No. 160175

*Martinez v. DPI Specialty Foods West*, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

*Martinez v. Styles For Less, Inc.*, San Bernardino County Superior Court, Case No. CIVVS1203057

*Mayne v. John Muir Behavioral Health*, Contra Costa County Superior Court, Case No. C17-00998

*Maze v. Bulldog Freightway, Inc.*, Imperial County Superior Court, Case No. ECU08716

*McCormick v. G & O Body Shop, Inc.*, El Dorado Superior Court, Case No. PC20130291

*McCrary v. Campbell Soup Supply Company*, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

*McDaniel v. Vancary, Inc.*, Tulare County Superior Court, Case No. 268036

*Melgar-Farela v. Guardian Compliance, Inc.*, Los Angeles County Superior Court, Case No. BC481865

*Mendiola v. Tyco Electronics Corporation*, Riverside County Superior Court, Case No. RIC1400721

*Mettler v. Les Schwab Tire Centers of California, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

*Miller v. California Subshine, Inc.*, Los Angeles County Superior Court, Case No. BC637754

*Miller v. Southwest Airlines Co.*, USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

*Mitchell v. Crossmark, Inc.*, USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

*Moghrabi v. Vitaligent, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

*Molina v. Berkshire Hathaway Energy Company, et al.*, Imperial County Superior Court, Case No. ECU000522

*Moore v. Horizon Solar Power, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1410001

*Murray v. Select Media Services, LLC*, Los Angeles County Superior Court, Case No. BC424506

*Myles v. Central Transport LLC*, San Bernardino County Superior Court, Case No. CIVDS1401434

*Navarro v. Mariana Packing Co., Inc.*, Solano County Superior Court, Case No. FCS045935

*Nehrlich, et al. v. RPM Mortgage, Inc.*, Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

*Overton v. Hat World, Inc.*, USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

*Perez v. Alcatel-Lucent USA Inc.*, Imperial County Superior Court, Case No. ECU07977

*Perez v. Major Gloves and Safety, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1710445

*Perry v. Cardinal Health 200, LLC*, Solano County Superior Court, Case No. FCS035303

*Phraxayavong-Briones v. RSM, Inc.*, Sacramento County Superior Court, Case No. 34-2012-00117524

*Pugh v. Wi Spa, LLC*, Imperial County Superior Court, Case No. ECU07932

*Quist v. Knight Transportation, Inc.*, San Bernardino Superior Court, Case No. CIVDS 1615414

*Quitco v. Aviation Fuel Systems Repair, Inc.*, San Bernardino Superior Court, Case No. CIVRS1302311

*Rambeau v. C.C.M. Corporation, et al.*, Sacramento County Court, Case No. 34-2018-00244842

*Rankins v. Roman Empire Living Skills, Inc.*, Los Angeles County Superior Court, Case No. BC713399

*Rees v. Advantel, Incorporated*, Santa Clara County Superior Court, Case No. 16-CV-292219

*Renfrow v. Janra Enterprises, Inc.*, Sacramento County Superior Court, Case No. 3402010-00080471

*Reynolds v. Diamond Pet Food Processors of Ripon*, San Joaquin County Superior Court, Case No. 39-2014-00310818

*Richard v. A-Para Transit Corp.*, Alameda County Superior Court, Case No. HG17870373

*Richardson v. TEC Equipment, Inc., et al.*, Los Angeles County Superior Court, Case No. VC065536

*Robles v. North County Health Project Incorporated*, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

*Rodas v. Monetary Management of California, Inc.*, USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

*Rodriguez v. 20/20 Plumbing & Heating, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1705362

*Rodriguez v. Commerce Distribution Company*, Los Angeles County Superior Court, Case No. BC656259

*Rodriguez v. Valley Oak*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

*Roden v. Service Champions*, San Bernardino County Superior Court, Case No. CIVDS1613183

*Russell v. Bradshaw International*, Imperial County Superior Court, Case No. ECU00853

*Rutledge, et al. v. Healthport Technologies, LLC*, Alameda County Superior Court, Case No. RG16835813

*Sabala v. Econtactlive, Inc.*, Stanislaus County Superior Court, Case No. 684981

*Sabatier v. Picture Perfect Installation, Inc.*, Riverside County Superior Court, Case No. RIC10004953

*Salameh v. Sonomaissance OPCO, LLC*, Sonoma County Superior Court, Case No. SVC264228

*Salazar v. Tag-3 Medical Investment Group, LLC*, Los Angeles County Superior Court, Case No. BC527698

*Salbeck v. Ingredion Incorporated*, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

*Sampson v. Healthnet of California Inc.*, Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

*Sanchez v. Don Roberto Jewelers, Inc.*, Imperial County Superior Court, Case No. ECU06819

*Sanders v. Lionakis*, Sacramento County Superior Court, Case No. 34-2017-00223601

*Santana v. United Staffing Associates, LLC*, Tulare County Superior Court, Case No. 249338

*Schrader v. Adidas Promotional Retail Operations, Inc.*, Los Angeles County Superior Court, Case No. BC414168

*Sebrell v. Pomeroy IT Solutions*, San Bernardino County Superior Court, Case No. CIVDS1721560

*Seymour v. Quest Service Group, LLC*, Sacramento County Superior Court, Case No. 34-2017-00206917

*Silva v. Trical*, San Benito County Superior Court, Case No. CU-16-00218

*Simler v. Polly's Inc.*, Riverside County Superior Court, Case No. RIC 1117862

*Sipin, Scott v. Salesforce.com, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

*Skuro v. BMW of North America, LLC*, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

*Smith v. Steelcase, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1725850

*Sohal v. Foster Poultry Farms*, Stanislaus County Superior Court, Case No. 2026605

*Solomon v. City of Los Angeles*, Los Angeles County Superior Court, Case No. BC570345

*Solano v. Vozzcom, Inc.*, Imperial County Superior Court, Case No. ECU09519

*Smith, et al. v. Sente Development, Inc.*, Sacramento County Superior Court, Case No. 34-2016-00196614

*Solorzano v. FDS Manufacturing Corporation*, Los Angeles County Superior Court, Case No. BC542532

*Solowitz v. BakeMark USA LLC*, Los Angeles County Superior Court, Case No. BC467838

*Spampinato v. Wind & Sea Restaurants, Inc.*, San Bernardino County Superior Court, Case No. CIVVS1205154

*Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc.*, San Bernardino County Superior Court, Case No. C IVDS1712220

*Stephens v. C.S., Inc.*, Riverside County Superior Court, Case No. PSC1301224

*Stevenson v. Harvest Management Sub LLC*, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

*Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources*, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

*Thompson v. Sidhu Truck Line, Inc.*, Kern County Superior Court, Case No. BCV-15-101308-DRL

*Tigas v. Ajilon Communications*, Los Angeles County Superior Court, Case No. BC409737

*Torres v. Coastal Employment Inc.*, Los Angeles County Superior Court, Case No. BC529207

*Tran v. CSP Fiber Services*, San Bernardino County Superior Court, Case No. CIVDS172758

*Tripp v. California Guest Services, Inc.*, Plumas County Superior Court, Case No. CV16-00036

*Valdez v. Diamond Landscaping, Inc.*, Los Angeles County Superior Court, Case No. BC497097

*Valencia v. American Team Managers, Inc.*, Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

*Van Son v. Rush Truck Centers of California, Inc.*, Los Angeles County Superior Court, Case No. BC494747

*Vasquez v. Schurman Fine Papers*, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

*Velasquez v. Modesto Ventures, LLC*, Sacramento County Superior Court, Case No. 32-2012-00126159

*Victoria v. Bali Limousines Inc.*, San Mateo County Superior Court, Case No. CIV507774

*Victorian v. Vision X, Inc.*, Los Angeles County Superior Court, Case No. BC400333

*Wade v. Frito Lay*, Kern County Superior Court, Case No. BCV-17-102014

*Walls v. E. & J. Gallo*, Stanislaus County Superior Court, Case No. 2015874

*Warner v. Waterdrops Express Car Wash, LLC*, Tulare County Superior Court, Case No. 265708

*Waybright v. EAH, Inc.*, Stanislaus County Superior Court, Case No. 2011677

*Weiss v. C.A.R. Enterprises, Inc.*, Riverside County Superior Court, Case No. RIC1113165

*White v. Sally Beauty Supply, LLC*, Imperial County Superior Court, Case No. ECU08177

*Williams v. Dennis Dillon RV, LLC*, San Bernardino County Superior Court, Case No. CIVDS 16006879

*Williams v. Closet World, Inc.*, Los Angeles County Superior Court, Case No. BC400178

*Williams v. Progress Rail Services Corporation*, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

*Wing v. Three Group, Inc.*, Los Angeles County Superior Court, Case No. BC643883

*Wilson v. ALSCO, Inc.*, Imperial County Superior Court, Case No. ECU07406

*Wilson v. Michael C. Stead, Inc.*, Contra Costa Superior Court, Case No. C1400135

*Winningham v. Storer Transportation Service*, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

*Woody v. WBN Home Design*, San Bernardino County Superior Court, Case No. CIVDS1613367

*Woods, et al. v. F&B Innovations, LLC*, San Bernardino County Superior Court, Case No. CIVDS1717765

*Woodyard v. Bellus ALC Acquisition, LLC*, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

*Wright v. Social Vocational Services, Inc.*, Kern County Superior Court, Case No. BCV-15-101264

*Ybarra v. New Legend, Inc.*, Sutter County Superior Court, Case No. CVCS-16-2097

*Zaragoza v. Center Automotive, Inc.*, Los Angeles Superior Court, Case No. BC505194

# EXHIBIT C

**PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)**  
**SETTLEMENT AGREEMENT**

***Carlos Araujo v. TJB GEARYS, LLC***

**(Los Angeles County Superior Court, Case Number 20SMCV00624)**

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (“Agreement”).

This Agreement is made by and between Defendant TJB Gearys, LLC (“Defendant”), Plaintiff Carlos Araujo (“Plaintiff”), for himself and on behalf of the State of California, and the law firms defined below as “Plaintiff’s Counsel” and “Defense Counsel.” (Defendant, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “Parties.”) This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that the Litigation shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the total sum of One Hundred Thirty-Five Thousand U.S. Dollars (\$135,000) (hereinafter referred to as the “Settlement Sum”) for settlement of the Private Attorneys General Act (“PAGA”) penalties, which shall be inclusive of Plaintiff’s Counsel attorneys’ fees and costs and the settlement administrator’s fees and costs.

**Article I.**

**Definitions.**

**Section 1.01 Definitions.**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Aggrieved Employees” means all non-exempt employees of TJB Gearys, LLC employed in California between February 18, 2019 and September 15, 2020. Defendant represents and warrants that there are no more than 51 Aggrieved Employees.
- (b) “Complaint” means the operative Complaint filed by Plaintiff on April 27, 2020 in Los Angeles County Superior Court, Case No. 20SMCV00624. This action is referred to as the “Litigation.”
- (c) “Court” means the Superior Court for the State of California, County of Los Angeles.
- (d) “Defense Counsel” or “Counsel for Defendant” is:

Michelle La Mar, Esq.  
LOEB & LOEB, LLP  
10100 Santa Monica Blvd., Suite 2200  
Los Angeles, CA 90067

(e) “Effective Date” means the date the Court enters the order approving the settlement of the PAGA penalties as described in this Agreement.

(f) “Plaintiff’s Counsel” is:

Alex P. Katofsky, Esq.  
Daniel F. Gaines, Esq.  
GAINES & GAINES, APLC  
27200 Agoura Road, Suite 101  
Calabasas, CA 91301

(g) “Release Period” means the time period February 18, 2019 and September 15, 2020.

(h) “Released Claims” means any and all claims and/or causes of action under the California Private Attorneys General Act alleged in the Action, or which could have been alleged in the Action based on the facts and claims alleged therein, including but not limited to alleged violations of Labor Code §§ 201-203, 226(a), 226.3, 226.7, 510, 512, 1194, 2750, 2751, and 2802.

(i) “Released Parties” means Defendant and its former and present parents, subsidiaries and affiliated corporations and their officers, directors, employees, managers, partners, shareholders, agents, insurers, and any other successors, assigns, or legal representatives.

## **Article II.**

### **Background.**

#### **Section 2.01 Background.**

- (a) On April 27, 2020, Carlos Araujo filed a Complaint in the Superior Court of the State of California for the County of Los Angeles, entitled *Carlos Araujo, et al. v. TJB Gearys, LLC. et al.*, case number 20SMCV00624. The Litigation was brought by Carlos Araujo, on behalf of the State of California and other aggrieved employees, as a PAGA action based on violations of Labor Code §§ 201-203, 226(a), 226.3, 226.7, 510, 512, 1194, 2750, 2751, and 2802.
- (b) Defendant subsequently entered into settlement agreements with approximately 46 of the 51 Aggrieved Employees, through which it obtained releases in exchange for the payment of the aggregate sum of \$35,000. Defendant contends that these Aggrieved Employees released all claims asserted in the Litigation; Plaintiff maintains otherwise and also argues

that he is entitled to recover attorneys' fees on the sums paid to these 46 Aggrieved Employees based on a catalyst theory of recovery.

- (c) Through this Litigation, the Parties have engaged in discovery and fully shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the Litigation and potential defenses thereto. The Parties have reached this Settlement only after discovery and investigation was performed.
- (d) This settlement contemplates the (a) entry of an order by the Court approving the payment allocated for settlement of the PAGA penalties; (b) dismissal of the Litigation with prejudice; and (c) all parties bearing their respective fees and costs except as expressly provided in this Agreement.

### **Article III.**

#### **Approval and Implementation of Settlement.**

##### **Section 3.01 Cooperation.**

The Parties will cooperate in obtaining through an unopposed motion an Order from the Court approving the payment of PAGA penalties as described in this Agreement at the earliest possible date. Plaintiff's Counsel shall request and be paid up to \$54,000.00 for attorneys' fees and up to \$7,500 for reimbursement of litigation costs from the Settlement Sum, and Defendant will not oppose these requests. Plaintiff Araujo shall request and be paid up to \$7,500 as a general release payment from the Settlement Sum, and Defendant will not oppose this request. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the payment of PAGA penalties as described in this Agreement.

##### **Section 3.02 Court Approval.**

The Parties will seek to obtain the Court's approval of the payment of PAGA penalties as described in this Agreement by way of a joint stipulation (or by unopposed motion, if required by the Court), to be filed by Plaintiff's counsel as soon as practicable. Plaintiff's Counsel and Defense Counsel will jointly lodge this Agreement with the Court for its approval. The Court's approval of the payment of PAGA penalties as described in this Agreement shall be embodied in a written Order. Should the Court not grant approval of the payment of PAGA penalties as described in this Agreement, then the entirety of this Agreement shall be null and void.

##### **Section 3.03 Notice to Aggrieved Employees.**

###### **(a) Notice.**

Notice shall be provided to the Aggrieved Employees in the following manner:

- (1) No later than fifteen (15) calendar days after the Effective Date, Defendant shall provide the settlement administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee, the last known address for each Aggrieved Employee, each Aggrieved Employee's social security number, and the number of pay periods worked by each Aggrieved Employee during the Release Period.
- (2) No later than thirty (30) calendar days after the Effective Date, the settlement administrator shall mail the Notice of PAGA Settlement (attached hereto as Exhibit "A") to all Aggrieved Employees, together with their settlement checks by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices to the settlement administrator. For each Notice of PAGA Settlement that is returned as undeliverable, the settlement administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. Concurrently, the settlement administrator shall mail the required payment to the LWDA.
- (3) All costs incurred by the settlement administrator in connection with the current settlement, including mailing of the Notice of PAGA Settlement described herein, whether foreseen or not, shall be paid out of the Settlement Sum. These costs shall not exceed \$3,500; to the extent they exceed this amount, they shall be paid from the Net Settlement Amount (as defined herein); to the extent they fall below this amount, they shall be added to the amount distributable to the Aggrieved Employees and the LWDA.

#### Section 3.04 Settlement Payment Procedures.

##### (a) Deposit of Settlement Sum with Settlement Administrator

No later than ten (10) calendar days after the Effective Date, Defendant shall deposit the Settlement Sum with the settlement administrator.

##### (b) Payment of PAGA Penalties.

The total sum available for payment of PAGA penalties shall be calculated by deducting Plaintiff's counsel's fees and costs (\$61,500), Plaintiff Araujo's general release payment (\$7,500), and the costs of administration referenced in Section 3.03(a)(3) above (no more than \$3,500) from the \$135,000 Settlement Sum (this will yield the "Net Settlement Amount," which is estimated to be approximately \$62,500).

Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA; the remaining twenty-five percent (25%) of the Net Settlement Amount (the "Employee Net Settlement Amount") shall be paid to Aggrieved Employees pro rata based on the number of pay periods worked during the Release Period. **100% of the PAGA payments are considered penalties and will not be subject to local, state or federal tax withholdings.** All Aggrieved Employees who cash their settlement check may receive an IRS Form 1099 their portion of the

settlement, if deemed required by the settlement administrator (in compliance with IRS guidelines).

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days. Thereafter, all uncashed checks shall be transmitted to the LWDA.

(c) Attorneys' Fees and Costs and General Release Payment.

Within five (5) calendar days of receipt of the Settlement Sum by the settlement administrator from Defendant, the settlement administrator shall pay the \$61,500 allocated to attorneys' fees and costs to Plaintiff's Counsel and the \$7,500 allocated to Plaintiff Araujo's general release payment to Plaintiff Araujo.

(d) Settlement Administrator Expenses.

Within five (5) calendar days following the conclusion of the notice period, the settlement administrator shall pay itself up to the \$3,500 allocated to it for administration fees.

**Article IV.**

**Limitations On Use Of This Settlement.**

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as admission by Defendant of any violations of Plaintiff's or the Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff, the Aggrieved Employees, or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

Section 4.03 Nullification.

- (a) If the Court should for any reason fail to approve the payment of PAGA penalties as described in this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

## **Article V.**

### **Release and Waiver of Claims.**

#### **Section 5.01 Release by Aggrieved Employees.**

Upon entry of the Order approving payment of the PAGA penalties as described in this Agreement, Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the Release Period.

#### **Section 5.02 Release by Carlos Araujo.**

Upon the Effective Date and subject to Defendant's full payment of all sums required by this Settlement as well as the expiration of the revocation period set forth below, Plaintiff Carlos Araujo shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, arising through the Effective Date, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. These claims include, but are not limited to, the Age Discrimination in Employment Act, the Family Medical Leave Act, the California Family Reporting Act, the Released Claims, as well as any other claims under any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under local, state, or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code §§ 12940 *et seq.*; the Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; and all of their implementing regulations and interpretive guidelines. With respect to these released claims as described in this Section, Plaintiff Araujo shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits she may otherwise have had pursuant to Section 1542 of the California Civil Code, which provides as follows:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Plaintiff understands and acknowledges that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if he should eventually suffer injury arising out of or pertaining to the employment relationship or, where applicable, its termination through the Effective Date, he will be unable to make any claim for those injuries. Furthermore, Plaintiff acknowledges that he consciously intends these consequences even as to claims for injuries that may exist as of the Effective Date but which he does not know exist and which, if known, would materially affect his decision to execute this Agreement, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

**Section 5.03 Older Worker Benefits Protection Act.**

Pursuant to the Older Workers' Benefit Protection Act, Araujo acknowledges and agrees that: (i) he will have twenty-one (21) days from Araujo's receipt of this Agreement in which to consider the terms of Araujo's release and waiver of any and all claims under the Age Discrimination in Employment Act before executing it; (ii) any changes to the terms of this Agreement, whether material or immaterial, will not restart this twenty-one (21) day period; (iii) Araujo will have seven (7) days after his execution of this Agreement in which to revoke his or her acceptance of his release, in which event a written notice of such revocation must be received by Michelle M. La Mar, Loeb & Loeb LLP, 10100 Santa Monica Blvd., Suite 2200, Century City, CA 90067, (310) 282-2133 on or before the seventh (7th) day; and (iv) this Agreement will not become effective and enforceable until the seven (7) day revocation period has expired without revocation of the general release by Araujo.

**Article VI.**

**Miscellaneous Provisions.**

**Section 6.01 Voluntariness.**

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

**Section 6.02 Amendments.**

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

**Section 6.03 Assignment.**

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The

representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.04 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.05 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 6.06 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.07 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.08 Attorneys' Fees and Costs.

Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorney's fees and costs.

Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court

or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 6.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.11 Continuing Jurisdiction.

The Parties agree that upon the occurrence of the dismissal of this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

**APPROVED AND ACCEPTED.**

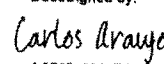
Dated: 09/18, 2020

TJB GEARYS, LLC

By

  
Name: Thomas J. Blumenthal  
Title: CEO

September 17, 2020  
Dated: \_\_\_\_\_, 2020

DocuSigned by:  
  
By AC78510684EC4EA  
Carlos Araujo

**APPROVED AS TO FORM AND  
ATTORNEY OBLIGATIONS ONLY**

Dated: September 17, 2020

GAINES & GAINES, ALPC

By *Daniel F. Gaines*  
Daniel F. Gaines, Esq.  
Attorneys for Plaintiff

Dated: September 18, 2020

LOEB & LOEB, LLP

By */s/ Michelle M. La Mar*  
Michelle La Mar, Esq.  
Attorneys for Defendant

# **EXHIBIT A**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

CARLOS ARAUJO, on behalf of himself  
and all “aggrieved employees” pursuant to  
Labor Code § 2698, et seq.,

Plaintiff,

v.

TJB GEARYS, LLC, a California limited  
liability company, and DOES 1 through 10,  
inclusive,

Defendants.

Case No. 20SMCV00624

**NOTICE OF SETTLEMENT OF PRIVATE  
ATTORNEYS GENERAL ACT CLAIM  
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as a non-exempt employee of TJB Gearys, LLC (“Defendant”) who was employed in California at some time between February 18, 2019 and September 15, 2020 (“Aggrieved Employee”).

On April 27, 2020, Carlos Araujo (the “Plaintiff”) commenced a lawsuit in Los Angeles County Superior Court, Case No. SMCV00624 (the “Lawsuit”), to recover civil penalties. In the Lawsuit, Mr. Araujo alleges that Defendant failed to pay all wages, including overtime wages, due, failed to provide proper meal and rest breaks or compensation in lieu thereof, failed to issue accurate wage statements, failed to timely pay wages due at the separation of employment, failed to fully reimburse employee business expenses, and failed to furnish commission agreements as required by California law. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denied Plaintiff’s allegations and disputed all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation and a mediation before a third-party mediator, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on \_\_\_\_\_ and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement. Your portion of the Settlement was calculated as a pro

rata share based upon the number of pay periods you worked for Defendant between February 18, 2019 and September 15, 2020.

The Court-approved settlement contains the following release of claims, to which you are bound:

Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties (defined as Defendant TJB Gearys, LLC and its former and present parents, subsidiaries and affiliated corporations and their officers, directors, employees, managers, partners, shareholders, agents, insurers, and any other successors, assigns, or legal representatives) from the Released Claims (defined as any and all claims and/or causes of action under the California Private Attorneys General Act alleged in the Action, or which could have been alleged in the Action based on the facts and claims alleged therein, including but not limited to alleged violations of Labor Code §§ 201-203, 226(a), 226.3, 226.7, 510, 512, 1194, 2750, 2751, and 2802) that arose during the Release Period (February 19, 2019 through September 15, 2020).

If you have any questions, you may contact counsel for Plaintiff as follows:

Gaines & Gaines, APLC  
(866) 550-0855

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**PROOF OF SERVICE AND CERTIFICATION**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301

\_\_\_\_ (For messenger) my business address is:

On September 21, 2020, I served the foregoing document described **DECLARATION OF DANIEL GAINES IN SUPPORT OF STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS AND DISMISSING ACTION WITH PREJUDICE** the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

**Michelle Marie La Mar  
Loeb & Loeb  
10100 Santa Monica Blvd #2200  
Los Angeles, CA 90067-4164**

  X   (BY ☒ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

\_\_\_\_ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

\_\_\_\_ (BY FACSIMILE TRANSMISSION) On \_\_\_\_\_, at \_\_\_\_\_, at Calabasas, California, I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (916) 920-4402. A transmission report was properly issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

\_\_\_\_ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

I certify that the above document was printed on recycled paper.

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

Executed on September 21, 2020, at Calabasas, California.

  
\_\_\_\_\_  
AMELIA BOOTH