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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By K. Hung, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

KEVIN GALVAN; DANIEL BARRON
NETZAHUEL; DANIEL CARRILLO;
IRVING A. ROMERO; OSCAR SINIBALDI;
SEBASTIAN TOVAR,

Plaintiffs,

v.

MCKENNA MOTOR COMPANY, INC.; and
DOES 1 through 100,

Defendants.

Case No.: 20STCV11262

[Hon. Jill Feeney, Dept. 78]

**NOTICE OF, AND MOTION FOR
APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT PURSUANT TO
THE PRIVATE ATTORNEY GENERAL'S
ACT OF 2004 ("PAGA"); DECLARATION
OF PLAINTIFFS' COUNSEL;
[PROPOSED] ORDER**

Date: 01/13/2025

Time: 8:30 a.m.

Dept.: 78

Reservation ID: 398765359989

Complaint Filed: 03/20/2020

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD, AND TO THE CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS:

1 Notice is hereby given that on **January 13, 2025**, at **8:30 a.m.**, in **Department 78** of the above
2 court, located at 111 North Hill Street, Los Angeles, California, 90012, plaintiffs Kevin Galvan, Daniel
3 Barron Netzahuel, Irving A. Romero, Oscar Sinibaldi, and Sebastian Tovar will and do hereby move
4 this Court for an order approving the proposed settlement of their claim for violation of California
5 Private Attorney General’s Act of 2004 (Labor Code section 2699 *et seq.*, “PAGA”), and dismissing
6 said claim with prejudice.¹

7 This motion is brought pursuant to the provisions of Labor Code section 2699(l)(2), which
8 requires the court’s approval of any settlement of PAGA claims.

9 The proposed settlement allocates \$15,080 toward PAGA penalties, from which fees and costs
10 are deducted as follows:

11 Attorneys’ fees: \$6,032.00 (40% of PAGA settlement)

12 Litigation Costs: \$508.00

13 Administration Costs: \$4,951.20

14 This leaves a net PAGA recovery of \$3,588.80. From this net PAGA recovery, 75% will be paid
15 to the California Labor and Workforce Development Agency (“LWDA”), and 25% to the PAGA
16 aggrieved employees. This is a fair and reasonable settlement of the PAGA claim for the reasons
17 discussed below.

18 This motion is based on this notice of motion, the accompanying points and authorities, the
19 declaration of plaintiffs’ counsel Lynn P. Whitlock also filed concurrently herewith, the exhibits and
20 evidence filed herewith, all of the pleadings and other documents on file in this case, all other matters of
21 which this Court may take judicial notice, and any further argument or evidence that may be received by
22 the Court at the hearing. This motion is also based on the Joint Motion to Seal Confidential Settlement
23 Agreement filed concurrently herewith pursuant to the terms of California Rules of Court, Rule
24 2.550(d).

25 ///

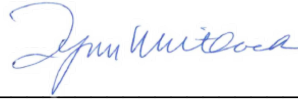
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27 ¹ Plaintiff Daniel Carrillo was dismissed as a plaintiff on March 23, 2021.

1 A copy of this motion has been served on the California Labor and Workforce Development
2 Agency (“LWDA”) as required by Labor Code section 2699(l)(2).

3 Dated: October 21, 2024

RIZIO LIPINSKY HEITING PC

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6 _____
7 LYNN P. WHITLOCK
8 Attorneys for Plaintiffs
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- Exhibit 3: Costs Accounting
- Exhibit 4: OTC policy

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 Plaintiffs submit the following points and authorities in support of their motion for approval of
3 the settlement of the PAGA claim in this matter:

4 **I. STATEMENT OF FACTS**

5 Plaintiffs' original complaint was filed on March 20, 2020. The First Amended Complaint,
6 adding the PAGA claim, was filed on May 29, 2020. Plaintiffs' complaint alleges wage and hour
7 claims arising from their employment with defendant McKenna Motors Torrance, Inc. ("McKenna
8 Motors").² The case has settled with the assistance of a privately retained neutral, Steve Pearl.
9 Plaintiffs now move for approval of the proposed settlement of the PAGA claim.

10 **A. Nature of Alleged Violations:**

11 Plaintiffs' First Amended Complaint, filed on May 29, 2020, alleges eight causes of action:

- 12 1. Failure to pay minimum wage (Lab. Code sections 1194, 1197);
13 2. Failure to pay overtime (Lab. Code sections 1194, 510);
14 3. Failure to provide meal and rest breaks (Lab. Code sections 226.7, 512);
15 4. Failure to provide proper wage statements (Lab. Code sections 226);
16 5. Failure to keep required records (Lab. Code sections 1174);
17 6. Failure to pay compensation upon termination (Lab. Code sections 201-203);
18 7. Business and Professions Code section 17200 *et. seq.*; and
19 8. PAGA.

20 Plaintiffs are all former employees of McKenna Motors holding the positions of Flat Rate
21 Technicians or Hourly Technicians in defendant's Service Department at BMW dealership in Torrance.
22 Plaintiffs' claims are for the above alleged violations, including alleged off-the-clock work ("OTC").
23 Defendant demanded arbitration pursuant to arbitration agreements included in each of plaintiffs'
24 personnel files. In November, 2020, the parties filed a stipulation with this Court agreeing to submit
25 plaintiffs' individual claims to arbitration with AAA, while the representative PAGA claim remained in
26

27 ² Plaintiffs named the defendant as "McKenna Motor Company, Inc." Defendant contends the correct
28 entity name is "McKenna Motors Torrance, Inc."

1 Superior Court, but was stayed pending arbitration of the individual claims.

2 Plaintiffs filed a formal demand for arbitration with AAA on February 5, 2021, and on March 5,
3 2021, filed a stipulation with AAA to stay the arbitration proceedings pending settlement discussions.
4 The parties then worked cooperatively together to exchange documents and evidence with the goal of
5 evaluating their respective positions fairly and honestly, to explore the potential for settlement.

6 In the meantime, the law on the PAGA claim became unsettled when the U.S. Supreme Court
7 granted review in *Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906. The Supreme Court’s
8 decision in *Viking River*, issued on June 15, 2022, held that representative PAGA claims may be subject
9 to dismissal for lack of standing once the individual PAGA claims are referred to arbitration, although
10 Justice Sotomayor’s concurrence in *Viking River* acknowledged that this issue of standing was subject to
11 clarification under state law. And indeed, the California Supreme Court thereafter issued its decision in
12 *Adolph v. Uber Technologies, Inc.* (2023) 14 Cal. 5th 1104, holding that arbitration does not strip the
13 plaintiff of standing as an aggrieved employee to litigate claims on behalf of other employees under
14 PAGA. And so plaintiffs’ representative PAGA claim remained viable in this Court.

15 The parties agreed to stay both the arbitration proceeding and the Superior Court case pending
16 settlement discussions. The parties worked cooperatively on investigation and discovery toward the
17 goal of evaluating whether the claims submitted to arbitration (the individual claims) could be resolved,
18 in which case, and at that time, the intent was to turn attention to the PAGA claim. The parties agreed to
19 mediation with Mediator Steve Pearl, outside of arbitration and the pending Superior Court case.

20 Defendant vehemently denies liability. Defendant contends it has a strict rule prohibiting its
21 employees from working OTC. (See Exhibit 4.) Defendant denies that plaintiffs worked OTC, but
22 contends that if they were, they were doing this secretly, in violation of its strict rule prohibiting OTC
23 work, and without the knowledge of their managers and supervisors, in order to maximize a production
24 bonus based on “flag hours,” in violation of its strict rule prohibiting OTC work. This production bonus
25 rewarded plaintiffs for performing work expeditiously and efficiently. Certain jobs were allotted “flag
26 hours,” comprised of an estimated length of time within which the job should be completed. The
27 production bonus was paid when the Technician completed the task in fewer hours. So, the employer
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argues, if the Technicians were working off-the-clock (which defendant denied), they did so to maximize on this production bonus. The defendant employer claims its managers and supervisors had no notice or knowledge that the Technicians were working off-the-clock. The employer is liable for wages due hourly employees while working off-the-clock only if the employer had actual or constructive knowledge that the employees were working off-the-clock. (*See Morillion v. Royal Packing Co.* (2000) 22 Cal. 4th 575, 585; *White v. Starbucks Corp.*, 497 F. Supp.2d 1080, 1083 (N.D. Cal.2007); *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1051-1052.)

As noted, the parties worked together, and cooperatively in providing discovery. Although both the arbitration proceeding and this case were stayed, defendant responded to discovery from plaintiffs, and plaintiffs responded to discovery from defendant. By September, 2022, defendant had produced 9,706 pages of documents. The parties met and conferred, and defendant produced additional documents. By the last production in September, 2023, defendant had produced 10,505 of total documents to include time-punch data, and electronic data recorded in defendant's systems, including data documented by the Service Technicians when they access BMW diagnostic equipment, and the data documented in repair orders.

Defendant argues that the repair order documents cannot be used to track time worked because they were not used for that purpose and even if they could, they show very little time worked off-the-clock, if any, when compared with plaintiffs' time-punch data. Plaintiffs, on the other hand, argue that the repair orders are not intended to keep track of actual time work, like a timeclock, but could be used to confirm that there were occasions when the Service Technicians were working OTC.

II. MEDIATION WITH STEVE PEARL

Mediation was held on May 15, 2024, with Steve Pearl. Mediation started at 10:00 A.M. and lasted until after 6:00 P.M. that night. The parties agreed to a settlement of both plaintiffs' individual claims, and the PAGA claim. The settlement includes a confidentiality agreement as to the amount of the individual settlements. Filed concurrently herewith is a Joint Motion to Seal Confidential Settlement Agreement filed jointly by plaintiffs and the defendant employer, seeking Court approval to file a sealed version of the settlement agreement, which sealed version will include the confidential individual

1 settlement figures. Exhibit 1 to the Joint Motion to Seal Confidential Documents, and Exhibit 1 hereto
2 is the settlement agreement with the confidential information the parties seek to seal and maintain
3 confidential redacted.

4 The proposed settlement allocates \$15,080.00 to PAGA penalties. As noted, plaintiffs' original
5 complaint was filed on March 20, 2020. There is a one-year statute of limitations on PAGA claims.
6 (California Code of Civil Procedure 340(a); *see also Brown v. Ralphs Grocery Co.* (2018) 28
7 Cal.App.5th 824.) The defendant employer claims that, after becoming aware that the Technicians were
8 at least claiming they were working OTC at the time the complaint was filed, they immediately took
9 strong, affirmative action to make sure no OTC was occurring, and to enforce their existing OTC
10 policies. Thus, the employer claimed, there could not have been any PAGA violations after March 20,
11 2020, such that the only pay periods that should be included in the PAGA calculation are those between
12 March 20, 2019, through March 20, 2020. The defendant employer claims there were 1,508 pay periods
13 for all the Technicians during that pay period. Plaintiffs do not disagree with that calculation.

14 **III. ALLOCATION OF \$15,080.00 TO PAGA PENALTIES IS FAIR AND REASONABLE.**

15 The proposed settlement allocates \$15,080.00 toward PAGA penalties, from which fees and
16 costs are deducted. The retainer agreement between plaintiffs and their attorneys provides for
17 attorneys' fees of 45% of the gross recovery once a lawsuit is filed. (See Ex. 2.) Plaintiffs' counsel has
18 agreed to reduce those fees to 40%. In addition, plaintiffs have incurred total costs of \$9,974.45. (Ex.
19 3.) The proposal is that fees of 40% be deducted from the PAGA settlement, or \$ 6,032.00 (40% of \$
20 \$15,080). This is the same percentage amount plaintiffs are paying in fees on their individual
21 recoveries. The proposal is that an additional \$508.00 be deducted from the PAGA settlement to
22 account for PAGA's proportionate share of the costs incurred in litigating the matter through mediation,
23 plus an additional \$4,951.20 for the expenses of CPT Group, a professional claims administrator, to
24 administer and distribute the PAGA settlement to the PAG class members. Plaintiffs will pay the
25 balance of costs, including any that arise after this Motion is filed. Thus, the net proposed PAGA
26 recovery, after its share of fees and costs, is \$3,588.80 (\$15,080 - \$6032.00 - \$508.00 - \$4,951.20).
27 From the net PAGA recovery of \$ 3,588.80, 75%, or \$ 2,691.60, is to be paid to the LWDA, and the
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1 balance of \$ \$897.20 is to be distributed to the aggrieved employees.

2 Labor Code section 2699(f)(2) provides for a PAGA penalty of \$100 per pay period for each
3 aggrieved employee for the first pay period, and \$200 for each “subsequent” violation. A subsequent
4 violation occurs only after the employer has “notice of a previous violation.” (*Amaral v. Cintas Corp.*
5 *No. 2* (2008) 163 Cal. App. 4th 1157, 1209; *see also Patel v. Nike Retail Servs., Inc.* (ND Cal, July 21,
6 2014, No. 14-CV-00851-JST 2014 US Dist Lexis 98918; *Williams v. Xerox Bus. Servs., LLC* (ED Cal,
7 Nov. 15, 2013, No. 1:13-CV-01353-LJO) 2013 US Dist Lexis 163144.) As noted, in this case,
8 defendant claims it had a strict policy in place, which plaintiffs expressly acknowledged in writing, and
9 claims it had no notice or knowledge the Technicians were allegedly working OTC and not taking their
10 meal and rest breaks until plaintiffs’ complaint was filed. Thus, PAGA penalties are more likely \$100
11 per pay period.

12 Although PAGA itself does not provide a standard for the trial court's review, case law
13 establishes that trial courts should review a PAGA settlement to ascertain whether it is fair, reasonable,
14 and adequate in view of PAGA's purposes and policies. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.
15 App. 5th 56, 77.) A proposed PAGA settlement is not unreasonable simply it is less than the maximum
16 plaintiff could have obtained; a settlement is reasonable if it is “within the ‘ballpark’ of
17 reasonableness,” considering all the circumstances. (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.
18 App. 4th 224, 250; *Chavez v. Netflix, Inc.* (2008) 162 Cal. App. 4th 43, 55.) Starting with the absolute
19 maximum value of a case and discounting from that amount based on the risks of litigation is certainly
20 one way to arrive at a realistic understanding of the amount in controversy, but it is not the only way.

21 Plaintiffs’ counsel conducted a thorough investigation into the factual and legal issues raised by
22 plaintiffs’ claims. This included a careful review of the thousands of pages of repair order data, and
23 comparison of the time data therein contained with plaintiffs’ time-punch data, for the purposes of
24 evaluating whether there was OTC work, and if so, the amount of time worked OTC.

25 The settlement was recommended by the Mediator, Steve Pearl, a very experienced,
26 knowledgeable and effective mediator in wage and hour claims. Mr. Pearl further recommended the
27 apportionment to PAGA penalties. Mr. Pearl helped manage the parties' expectations, and provided a
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1 useful, neutral analysis of the issues and risks to both sides. (*See In re Bluetooth Headset Prod. Liab.*
2 *Litig.*, 654 F.3d 935, 948 (9th Cir. 2011) [the presence of a neutral mediator is a factor weighing in
3 favor of finding of no collusion]; *In re Apple Computer, Inc. Derivative Litig.*, No. C 06-4128 JF
4 (HRL), 2008 WL 4820784, at *3 (N.D. Cal. Nov. 5, 2008) [mediator's participation weighs considerably
5 against any inference of a collusive settlement].)

6 And plaintiffs' counsel, also very experienced attorneys on wage and hour claims, agree this is a
7 fair and reasonable resolution of the case, for the following reasons:

8 • Plaintiffs' counsel very early on evaluated the maximum amount that the employer here would
9 be liable for, assuming full liability. Plaintiffs settled for less than one-half of what they were claiming
10 in damages. This is in recognition of the defenses asserted by the defendant employer and based on a
11 fair evaluation of plaintiffs' claims. For plaintiffs, there was the risk that the trier of fact would believe
12 the defendant employer that it had no, or insufficient notice and prior knowledge of OTC work, and thus
13 a complete defense verdict. Plaintiffs also necessarily had to weigh the risk that they would be unable to
14 effectively and convincingly prove the amount of time they were claiming they worked OTC.

15 • As noted, plaintiffs are assuming PAGA penalties are \$100 per pay period for each aggrieved
16 employee for the initial violation. (Labor Code 2699(f)(2).) As also noted, defendant estimates 1,508
17 pay periods, among all defendant's Service Technicians, between March 20, 2019, and March 20, 2020.
18 However, some Technicians worked OTC more often than others, and plaintiffs concede, many did not
19 work OTC at all. Indeed, three plaintiffs -- Kevin Galvan, Oscar Sinibaldi and Daniel Barron --
20 account for approximately 80% of the claimed wages and penalties among the five named plaintiffs.
21 Some Technicians are paid differently, and/or hold different positions such that they do not have the
22 same incentive to work OTC. For example, Tire Technicians are paid hourly without any similar kind
23 of production bonus, so they have no incentive to work OTC. Plaintiffs' best estimate is that about
24 50% of the Service Technicians worked OTC, like them.

25 • Further, there is a significant concern as to just how many of the aggrieved Service Technicians
26 would actually show up to trial in the PAGA case to support the PAGA claim. (*See De Paz v. Wells*
27 *Fargo Bank, N.A.*, CV 18-9779 PSG (PJWx), 2020 WL 2404897, at *6 (C.D. Cal. Feb. 18, 2020) ["[A]
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PAGA plaintiff has the burden to prove violations for all employees the plaintiff seeks to represent, so the absence of a viable plan for proving violations as to all employees. . . means that [plaintiff] may ultimately be unable to prove his case.” (citation omitted)].)

- As noted, plaintiffs assume only a \$100 penalty, and no \$200 penalties. An employer generally cannot be subject to the \$200 “subsequent” PAGA penalty unless the employer had prior notice of the violation. (See *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal. App. 4th 1157, 1209; and *Bernstein v. Virgin Am., Inc.* (9th Cir. 2021) 3 F.4th 1127, 1144.) Indeed, some courts have held that the “subsequent” \$200 penalty applies only after a court or the Labor Commissioner determines that the employer has violated the Labor Code. (See *Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal. App. 5th 334, 356 (2021) [“the increased \$200 civil penalty for ‘subsequent violation[s]’ does not apply unless [Plaintiff] presents evidence that the Labor Commission or a court notified [Defendant] that it was in violation of the Labor Code”]; *Bernstein v. Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) [reversing judgment as to “heightened civil penalties” because the defendant was not given notice by the Labor Commissioner when the “subsequent” violations occurred].)

- Further, plaintiffs assume no “stacking” of PAGA penalties – claiming more than one PAGA penalty for the same conduct, *i.e.*, for each alleged different Labor Code violation. This is an open question in the state of California, although there is significant authority that stacking is not permissible – that plaintiffs are limited to one penalty per pay period. (See *Snow v. United Parcel Service, Inc.* (C.D. Cal., Apr. 1, 2020, No. EDCV20025PSGAFMX), 2020 WL 1638250, at pp. *3-4; *Smith v. Lux Retail North America, Inc.* (N.D. Cal., June 13, 2013, No. C 13-01579 WHA), 2013 WL 2932243, at p. *3; and *Posephny v. AMN Healthcare Inc.* (N.D. Cal., July 9, 2020, No. 18-CV-06284-KAW), 2020 WL 13612298, at p. *3; and compare with *Schiller v. David's Bridal, Inc.* (E.D. Cal., July 14, 2010, No. 1:10-CV-00616 AWI), 2010 WL 2793650, at p. *6 [it is conceivable that plaintiff could stack PAGA penalties for each violation]; *Salazar v. PODS Enterprises, LLC* (C.D. Cal., May 8, 2019, No. EDCV19260MWFKKX), 2019 WL 2023726, at p. *6 [holding that it is possible “although highly unlikely” plaintiff could stack PAGA penalties for each violation]; and *Steenhuysen v. UBS Financial Services, Inc.* (N.D. Cal. 2018) 317 F.Supp.3d 1062, 1070 [allowing stacking].)

1 • Calculating exposure for a PAGA claim is inherently speculative because courts have discretion
2 to reduce PAGA penalties where an award would be “unjust, arbitrary and oppressive, or confiscatory.”
3 (Labor Code section 2699(e)(2).) In reducing PAGA penalties, courts have considered such things as
4 whether the employees suffered actual injury from the violations, whether the defendant was aware of
5 the violations, and the employer's willingness to fix the violation. (*Carrington v. Starbucks Corp.*
6 (2018) 30 Cal. App. 5th 504, 528 (2018) [awarding PAGA penalties of only 0.2% of the maximum];
7 *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV
8 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12,2011) [Court reduced the potential
9 penalties by over 82%, awarding \$500,000 instead of maximum penalties of \$2.8 million]; *Thurman v.*
10 *Bayshore TransitMgmt.* (2012) 203 Cal. App. 4th 1112,1135-36 [affirming 30% reduction where
11 employer produced evidence that it took its obligations seriously].)

12 • Where PAGA penalties are negotiated in good faith and “there is no indication that [the] amount
13 was the result of self-interest at the expense of other Class Members,” such amounts are generally
14 considered reasonable. (*Hopson v. Hanesbrands Inc.*, No. CV-08-0844 EDL, 2009 WL 928133, at *9
15 (N.D. Cal. Apr. 3,2009); *see, e.g., Nordstrom Com. Cases* (2010) 186 Cal. App. 4th 576, 579 (2010)
16 [“[T]rial court did not abuse its discretion in approving a settlement which does not allocate any
17 damages to the PAGA claims.”].) Here, the PAGA penalties were based on a careful, deliberate, and
18 exhaustive analysis of the evidence, facts and arguments of the employer.

19 • In addition to those cases cited above, plaintiff identifies: *Syed v. M-1, LLC*, No. 1:12-CV-
20 10718-DAD-MJS, 2017 WL 714367, at *13 (E.D. Cal. February 22, 2017) [\$7,000,000 settlement
21 which included \$100,000 in PAGA penalties, or .014 of total settlement]; *Viceral v. Mistras Group,*
22 *Inc.*, No. 15-CV-02198-EMC, 2017 WL 661352, at *3 (N.D. Cal. February 17, 2017) [\$6,000,000
23 settlement which included \$20,000 in PAGA penalties, or .003 of total settlement]; *Dearaujo v. Regis*
24 *Corp.*, No. 2:14-cv-01408-KJM-AC, 2016 WL 3549473 at *3 (E.D. Cal. June 29,2016) [\$1,950,000
25 settlement which included \$10,000 in PAGA penalties, or .005 of total settlement]; *Garcia v. Gordon*
26 *Trucking, Inc.*, No. 1:10-CV-0324 AWI SKO, 2012 WL 5364575 at *7 (E.D. Cal. Oct. 31, 2012)
27 (\$3,700,000 settlement which included \$10,000 in PAGA penalties, or .002 of settlement]; *Chu v. Wells*
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1 *Fargo Invst., LLC*, No. C 05-4526 MHP, 2011 WL 672645 at *1 (N.D. Cal Feb. 16,2011) (\$6,900,000
2 settlement which included \$10,000 in PAGA, or .001 of settlement]; *Guerrero v. R.R. Donnelley &*
3 *Sons Co.*, Case No. RIC 10005196 (Riverside County Super. Ct. July 16,2013; Judge Matthew C.
4 Perantoni) [\$1,100,000 settlement which included \$3,000 in PAGA penalties, or .002 of settlement;
5 *Parra v. Aero Port Services, Inc.*, No. BC483451 (L.A. County Super. Ct. April 20,2015; Judge Jane
6 Johnson) (approximate \$1,458,900 settlement which included \$5,000 in PAGA penalties, or .003 of
7 settlement; *Thompson v. Smart & Final, Inc.*, No. BC497198 (L.A. County Super. Ct. Nov. 18, 2014;
8 Judge William F. Highberger) [\$3,095,000 settlement which included \$13,333 in PAGA penalties, or
9 .004]; *Chavez v. Vallarta Food Enterprises, Inc.*, No. BC490630 (L.A. County Super. Ct. Nov.
10 10,2014; Judge William F. Highberger) [\$1,545,900 settlement which included \$10,000 in PAGA
11 penalties, or .006 of settlement]; and *Coleman v. Estes Express Lines, Inc.*, No. BC429042 (L.A.
12 County Super. Ct. Oct. 3,2013; Judge Kenneth R. Freeman) [\$1,535,000 settlement which included
13 \$1,000 in PAGA penalties, or .00065 of settlement].) Indeed, as noted, there are cases approving
14 settlements where nothing is provided for PAGA penalties. (*Nordstrom Commission Cases, supra*, 186
15 Cal. App. 4th 576, 589.)

16 • In addition, the Court should consider the non-monetary value that this proposed resolution has
17 afforded aggrieved employees. As noted, the defendant employer has now taken steps to ensure that all
18 employees' time records accurately reflect actual time worked. This non-monetary relief weighs in
19 favor of approval as it significantly benefits the PAGA aggrieved employees, as well as future workers
20 by promoting PAGA's goal of encouraging compliance with the California Labor Code. (*See Bedolla v.*
21 *Allen*, 736 F. App'x 614, 617 (9th Cir. 2018) [affirming district court's finding that the settlement
22 agreement as a whole provided value to the class in part because it provided nonmonetary relief such as
23 training and auditing staff on compliance with labor laws]; *Rincon v. W. Coast Tomato Growers, LLC*,
24 No. 13-3 CV-2473-JLS (KSC), 2018 WL 828104, at *4 (S.D. Cal. Feb. 12, 2018) [finding the
25 settlement term requiring institution of workplace practices to ensure compliance with wage and hour
26 laws favored a finding the settlement was fair and reasonable]; *Hamilton v. Juul Labs, Inc.*, No. 20-CV-
27 03710-EMC, 2021 WL 5331451, at *10 (N.D. Cal. Nov. 16, 2021) ["The settlement "remediates the
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1 alleged present violations and provides notice to current and former employees of important rights. The
2 settlement notifies more than a thousand employees that their NDAs do not prevent them from
3 exercising the rights provided by California's anti-gag rule, including the right to whistle blow and
4 speak.”].)

5 **IV. CONCLUSION**

6 Thus, and for these reasons the parties agree with the Mediator that the settlement is fair,
7 reasonable, and adequate. The parties also agree that the allocation to PAGA penalties of \$15,080.00 is
8 fair, reasonable, and adequate.

9 Wherefore, plaintiff prays for an order of this Court approving the proposed settlement of
10 plaintiffs’ PAGA claim for \$15,080.00 is, from which shall be deducted \$6,032.00 in attorneys’ fees,
11 \$508.00 in litigation costs, and \$4,951.20 for the administration of the PAGA settlement. From the net
12 PAGA recovery of \$ \$3588.80, 75%, or \$ \$2,691.60, is to be paid to the LWDA, and the balance
13 of \$897.20 is to be distributed to the aggrieved employees. Plaintiffs seek such further and additional
14 relief as this Court should deem proper.

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16 Dated: October 21, 2024

RIZIO LIPINSKY HEITING PC

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20 LYNN P. WHITLOCK
21 Attorneys for Plaintiffs
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DECLARATION OF LYNN P. WHITLOCK IN SUPPORT OF MOTION
FOR APPROVAL OF SETTLEMENT OF PAGA CLAIMS

I, Lynn P. Whitlock, declare:

1. I am an attorney with Lipinsky Law, counsel herein for plaintiff in this matter. I have personal knowledge of the facts herein stated and am qualified to testify thereto if called as a witness.

2. The facts set forth above in the points and authorities regarding this matter are true and correct. The proposed allocation to PAGA penalties of \$1,508.00, less

3. Defendant produced its employment policies, which included a policy prohibiting its employees from working off-the-clock.

4. I graduated from Marshall Wythe School of Law at the College of William and Mary in Williamsburg, Virginia, in 1981. I have passed not only the California bar, but also the Virginia and Colorado state bar. I have been practicing law for 38 years. I was formally with Marlin & Saltzman for ten years, whose practice is primarily these kinds of wage and hour cases, and specifically, class actions, and including PAGA claims. During my ten years with Marlin & Saltzman, I handled many wage and hour class actions, which typically included PAGA claims. I have been with this law firm for approximately five years. During the course of my career, I have handled many PAGA cases, including PAGA settlements, and have obtained court approval of said settlements. I have never been denied approval of any proposed PAGA settlement.

5. The principle of this law firm responsible for this case, and who was present at, and participated in the mediation is Daren Lipinsky. Mr. Lipinsky graduated from Loyola Law School, Los Angeles, in 1997, and passed the California bar the same year. Mr. Lipinsky was initially employed with Dryden, Margoles, Schimanek, Kelly & Wait in Claremont, California. In 2000, he founded Brown & Lipinsky, an Inland Empire firm specializing in employee rights litigation and trial work. In 2017, he founded Lipinsky Law. Mr. Lipinsky is an experienced lawyer specializing in employment law, including sexual harassment, disability and pregnancy discrimination, race, age, sexual orientation, and gender discrimination, California Family Rights Act violations, retaliation, breach of contract, and wrongful termination in violation of public policy. He also routinely handles wage and hour claims, including PAGA claims. In 2017, Mr. Lipinsky was recognized as one of the "Top 100 Trial Lawyers in America"

1 by the prestigious National Trial Lawyers organization. He has also been recognized by *Inland Empire*
2 *Magazine*'s "Top Lawyers in the Inland Empire" 2010-2018 Editions and as "AV-preeminent" rated by
3 Martindale-Hubbell. Mr. Lipinsky has been honored as a "Super Lawyer" every year since 2012 and has
4 been named as one of the Best Lawyers in California by *The Wall Street Journal*. For the past five
5 consecutive years, Mr. Lipinsky was named "Whistleblower Attorney of the Year- California" by
6 *Corporate Int'l Magazine*. In 2017, Mr. Lipinsky served as President of the Consumer Attorneys of the
7 Inland Empire, and Immediate Past-President of the Western San Bernardino County Bar Association.
8 Mr. Lipinsky also serves on the Board of Governors of the Consumer Attorneys of California. Mr.
9 Lipinsky has been a member of the California Employment Lawyers Association and National
10 Employment Lawyers Association since 2000. He is also an inducted Member of the American Board
11 of Trial Advocates (ABOTA), Inland Empire Chapter. Mr. Lipinsky likewise has vast experience
12 handling, evaluating, and resolving PAGA claims.

13 I declare under penalty of perjury under the laws of the state of California that the foregoing is
14 true and correct. Executed this 21st day of October, 2024, at Santa Ana, California.

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18 _____
19 Lynn P. Whitlock
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EXHIBIT “1”

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (the "Agreement") is entered into by and between McKenna Motors Torrance, Inc. (erroneously sued as "McKenna Motor Company, Inc."), on behalf of itself and its parents, subsidiaries, and related or affiliated entities, and each of those entities' respective employees, officers, directors, owners, shareholders, and agents, individually and in their official capacities (collectively referred to as "Employer"), and Kevin Galvan ("Galvan"), Daniel Barron Netzahualt ("Barron"), Irving A. Romero ("Romero"), OSCAR SINIBALDI ("SINIBALI"), and Sebastian Tovar ("Tovar") (also referred to herein as "Employees" or singular as "Employee") (Employer and Employees are collectively referred to as the "Parties").

RECITALS

WHEREAS, on or about March 20, 2020, Employees filed a class and representative action complaint in the Superior Court of California, County of Los Angeles, captioned *Kevin Galvan, et al. v. McKenna Motor Company, Inc., et al.*, Case No. 20STCV11262, against Employer, which Employees amended on or about May 29, 2020 by filing a first amended complaint (the "Lawsuit"). The Lawsuit included individual and class claims for failure to pay minimum wage, overtime, meal and rest periods, failure to provide proper wage statements, keep required records, pay compensation upon discharge, and violation of California Bus. & Prof. Code §§ 17200, *et seq.* (the "Labor Code Claims"). In addition, it contained a representative claim for civil penalties under the Private Attorneys General Act ("PAGA") (the "PAGA Claim").

WHEREAS, on or about November 19, 2020, the Parties filed a Stipulation and [Proposed] Order for Binding Arbitration and Stay of Action on the basis of the arbitration agreement between the Parties;

WHEREAS, by Order dated November 30, 2020, the Superior Court (Hon. Robert S. Draper) granted the Parties' stipulation, and ordered all claims, except the PAGA Claim, to binding arbitration, and stayed the Superior Court PAGA action pending completion of said arbitration;

WHEREAS, on or about February 5, 2021, Employees filed a formal demand for arbitration with the American Arbitration Association ("AAA"), and AAA opened a case (Case No. 01-21-0001-0981) (the "Arbitration");

WHEREAS, by Order dated May 18, 2022, the Superior Court (Hon. Douglas W. Stern) again ordered the Superior Court PAGA action stayed;

WHEREAS, by Stipulation filed with AAA in Case No. 01-21-0001-0981, the Parties agreed to say the Arbitration proceedings pending settlement discussions;

WHEREAS, Employer denies every allegation of wrongdoing contained in the Lawsuit and in any other papers filed or served by or on behalf of the Employees in this matter or before any court, arbitrator, or administrative agency;

WHEREAS, no court, arbitrator, or administrative agency has made any findings as to any of the allegations in the Lawsuit;

WHEREAS, on or about May 15, 2024, the Parties participated in a full-day mediation with Steven Peral Mediation, where the Parties agreed to resolve the Lawsuit in its entirety without further litigation or adjudication pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, it is agreed as follows:

1. **No Admission of Liability.** Employees acknowledges that the execution of this Agreement and the payment of consideration or any other obligation hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Employer. Employees further acknowledge that Employer denies all allegations of wrongdoing alleged by Employee. Employer intends, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of future litigation.

2. **Consideration.** In consideration for promises made by Employees herein, and contingent on Employee's fulfillment of the conditions of this Agreement, including Employee's Voluntary Dismissal of Action With Prejudice as to their individual Labor Code Claims and the Court's order approving the settlement of, and thereon dismissing with prejudice the PAGA Claim with respect to the Employees and other purported "Aggrieved Employees," as set forth in Section 6, and the waiver and release of claims in Sections 7 and 8, Employer agrees to pay Employees the gross sum of [REDACTED] (\$ [REDACTED]) minus [REDACTED] (\$ [REDACTED]), for a total of [REDACTED] (\$ [REDACTED]), in full satisfaction of the Labor Code Claims. This payment shall be referred to as the "Settlement Sum," and shall be paid as follows:

- a) A check made payable to Kevin Galvan in the gross amount of [REDACTED] (\$ [REDACTED]), less required withholdings and

¹ The settlement allocates \$ [REDACTED] in full satisfaction of the PAGA Claim, which will be set forth in a separate stipulation, agreement, and/or motion that will be filed with the Court in conjunction with a motion to have the PAGA Claim dismissed with prejudice. Fees and costs associated with the PAGA Claim will be deducted as follows: \$ [REDACTED] for attorneys' fees, \$ [REDACTED] for litigation costs, and \$ [REDACTED] to a PAGA settlement administrator, CPT Group. \$ [REDACTED] will be the net recovery payable toward PAGA penalties, of which 75%, or \$ [REDACTED], will be paid to the California Labor & Workforce Development Agency, with the remaining 25%, or \$ [REDACTED], will be payable to the other aggrieved employees, whom the Employer is able to identify.

deductions, and said amount to be reported on an IRS Form W-2 to be issued to the Galvan;

- b) A check made payable to Rizio Lipinsky Heiting PC, to be placed in its trust account for the benefit of Kevin Galvan, in the gross amount of [REDACTED] (\$ [REDACTED]), which represents payment for Galvan's non-wage damages, statutory penalties, attorneys' fees, and interest based upon his representations of such amount, to be reported on IRS Form 1099 to be issued to Galvan, as required by law;
- c) A check made payable to OSCAR SINIBALDI in the gross amount of [REDACTED] (\$ [REDACTED]), less required withholdings and deductions, and said amount to be reported on an IRS Form W-2 to be issued to the SINIBALDI;
- d) A check made payable to Rizio Lipinsky Heiting PC, to be placed in its trust account for the benefit of OSCAR SINIBALDI in the gross amount of [REDACTED] (\$ [REDACTED]), which represents payment for SINIBALDI's non-wage damages, statutory penalties, attorneys' fees, and interest based upon his representations of such amount, to be reported on IRS Form 1099 to be issued to SINIBALDI, as required by law;
- e) A check made payable to Daniel Barron Netzahualt in the gross amount of [REDACTED] (\$ [REDACTED]), less required withholdings and deductions, and said amount to be reported on an IRS Form W-2 to be issued to the Barron;
- f) A check made payable to Rizio Lipinsky Heiting PC, to be placed in its trust account for the benefit of Daniel Barron Netzahualt in the gross amount of [REDACTED] (\$ [REDACTED]), which represents payment for Barron's non-wage damages, statutory penalties, attorneys' fees, and interest based upon his representations of such amount, to be reported on IRS Form 1099 to be issued to Barron, as required by law;
- g) A check made payable to Sebastian Tovar in the gross amount of [REDACTED] (\$ [REDACTED]), less required withholdings and deductions, and said amount to be reported on an IRS Form W-2 to be issued to the Tovar;
- h) A check made payable to Rizio Lipinsky Heiting PC, to be placed in its trust account for the benefit of Sebastian Tovar in the gross amount of [REDACTED] (\$ [REDACTED]), which represents payment for Tovar's non-wage damages, statutory penalties,

attorneys' fees, and interest based upon his representations of such amount, to be reported on IRS Form 1099 to be issued to Tovar, as required by law;

- i) A check made payable to Irving A. Romero in the gross amount of [REDACTED] (\$ [REDACTED]), less required withholdings and deductions, and said amount to be reported on an IRS Form W-2 to be issued to the Romero;
- j) A check made payable to Rizio Lipinsky Heiting PC, to be placed in its trust account for the benefit of Irving A. Romero in the gross amount of [REDACTED] (\$ [REDACTED]), which represents payment for Romero's non-wage damages, statutory penalties, attorneys' fees, and interest based upon his representations of such amount, to be reported on IRS Form 1099 to be issued to Romero, as required by law;
- k) All checks will be delivered to Employees' counsel, Rizio Lipinsky Heiting, 2677 N. Main Street, suite 225, Santa Ana, CA 92705, as set forth in this Agreement.

3. **Responsibility for Tax Obligations.** Employees understand and agree that they are solely responsible for all tax obligations, including all reporting and payment obligations that may arise as a consequence of this Agreement and payment of the Settlement Sum. Employees further acknowledge that neither Employer nor any of its representatives or attorneys has made any promise, representation or warranty, express or implied, regarding the tax consequences of any consideration paid to Employee pursuant to this Agreement. Employees further agree to indemnify, defend and hold harmless Employer from and against any claims by any taxing authority for any amounts due based on the amounts allocated to them and received pursuant to Paragraph 2 of this Agreement.

4. **Entire Consideration.** Employees agree that the Settlement Sum shall constitute the entire consideration due to them for the Labor Code Claims and is in full and complete satisfaction of any and all claims, demands and/or causes of action they have or may have against Employer and Releasees as described below, and that Employees will not seek any further compensation for any other claimed damages, costs, or attorneys' fees in connection with the matters encompassed in this Agreement. Employees acknowledge and agree that they would not be entitled to receive the Settlement Sum if they did not make the promises that they are making in this Agreement.

5. **Timing of Payment.** The Settlement Sum should be sent to Employees within thirty (30) calendar days of the entry of dismissal of the Lawsuit, as set forth in Paragraph 6. Employer's obligation to pay the Settlement Sum is expressly conditioned upon receipt by Employer's attorney of a copy of this Agreement executed by Employees as well as the other conditions set forth in this Agreement to include Employees and Employees' counsel providing

their W-9 Forms to Employer for the Settlement Sum and a Court order dismissing the Lawsuit with prejudice with respect to the PAGA Claim.

6. **Dismissal of Lawsuit.** In exchange for the payment made to Employees under the terms of this Agreement, Employees shall (1) voluntarily dismiss with prejudice their individual Labor Code Claims in the Lawsuit, and (2) seek an order from the Court approving the proposed PAGA settlement and in connection therewith, dismissing with prejudice the PAGA Claim with respect to themselves and all other purported “aggrieved employees,” and (3) voluntarily dismiss with prejudice any and all allegations, claims, charges, actions, complaints, lawsuits, arbitrations, appeals, and other proceedings that Employees have instituted against Employer (if any). Employees agree to take all steps reasonably necessary to obtain this dismissal of the Lawsuit. Employer’s obligations under this Agreement are expressly conditioned on the Court’s order approving of, and dismissing the Lawsuit with prejudice with respect to the PAGA Claim.

7. **Complete General Release.** In consideration for the promises set forth in this Agreement, Employees do hereby — for themselves and for their heirs, representatives, attorneys, executors, administrators, successors, and assigns (“Releasors”) — release, acquit, remise, and forever discharge Employer and their affiliates, subsidiaries, parent companies, related companies, partners, officers, directors, managers, servants, agents, employees, former employees, representatives and attorneys, past or present, and all persons acting under, by, through, or in concert with any of them (collectively, the “Releasees”), from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys’ fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including but not limited to any claims or causes of action arising out of or in any way relating to the Lawsuit, which have been or could have been made by Employee against Employer up to and including the date of execution of this Agreement (“Claims”).

The Parties agree that this release of Claims includes, but is not limited to, claims for compensation of any type whatsoever, including but not limited to claims for salary, wages, bonuses, commissions, incentive compensation, paid leave, vacation, sick pay, or severance; any and all claims for assault and battery, wrongful termination, intentional or negligent infliction of emotional distress, breach of any implied or express contract or covenant, claims for promissory estoppel, claims of public policy violations of whatever kind or nature, defamation, invasion of privacy, fraud, misrepresentation, emotional distress or other common law or tort matters; any and all claims of harassment, retaliation or discrimination based on age, race, color, religion, sex, sexual orientation, national origin, ancestry, physical or mental disability, medical condition, marital status; claims under the California Labor, Government, Business and Professions, and Health and Safety Codes; claims based upon the California

Constitution; claims based upon the California Unruh Civil Rights Act; any and all claims based upon any federal, state or other governmental statute, regulation, rule, or ordinance, including, without limitation, the California Confidentiality of Medical Information Act, the California Fair Employment & Housing Act, the California Unfair Business Practice Act, California Wage Orders, the California Labor Code, the California Family Rights Act, Title VII of the Civil Rights Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Labor Management Relations Act, and the Family Medical Leave Act, all as amended; any and all claims for monetary or equitable relief, including but not limited to attorneys' fees and costs, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements, punitive damages, liquidated damages, and penalties.

Notwithstanding this general release of claims, nothing in this Agreement is intended to operate as, nor shall be construed as, a release or waiver of any rights and/or claims that cannot be released or waived as a matter of law. For instance, this general release and waiver of claims excludes, and Employees do not waive, release, or discharge: any workers' compensation claim, any right to file an administrative charge or complaint with or testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other similar federal, state, or local administrative agencies, although Employee waives any right to monetary relief related to any filed charge or administrative complaint to the extent permitted under law.

8. **General Release of Unknown Claims.** This Agreement is intended to be effective as a general release of and bar to all claims as stated in Section 7. For the purpose of implementing a full and complete general release, Employees expressly acknowledge that the release they give in this Agreement is intended to include in its effect, without limitation, claims that they did not know or suspect to exist at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of those claims and contemplates the extinguishment of any such unknown claims. In furtherance of this settlement, Employee waives any rights he may have under California Civil Code Section 1542 (and other similar statutes and regulations). Section 1542 states:

“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.”

9. **Non-Disparagement.** Employees agree that they will not at any time hereafter make any statements, either verbal or written to anyone, including without limitation, any electronic or print news media or other publications, or any community organizations, which would malign, defame or disparage the reputation, image, good will or commercial interest of Employer, or any of the other Releasees.

10. **Successors and Assigns.** This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their heirs, representatives, executors, administrators, successors, and assignees.

11. **Confidentiality.** Employees agree that the terms and provisions of this Agreement were made and entered into in strict confidence and must remain confidential. Employees promise that they shall not disclose or offer to disclose, and have not disclosed any of the terms or provisions of this Agreement or the negotiations leading to this Agreement to any person or entity, including, but not limited to, any current, former or future employee of Employer, or to any member of the print, electronic or other media. The sole exceptions to the obligations under this section are (a) a disclosure required by law (such as to a governmental and/or regulatory agency or tribunal as required), (b) to enforce any obligations under this Agreement, or (c) a disclosure to Employees spouses and/or attorneys and/or tax or financial advisors, who will be advised of the confidential nature of this Agreement and must agree to be bound by its terms. Employees agree that to the extent that they receive inquiries about any Claims released herein, they are authorized to say nothing other than "it has been resolved" or similar words to that effect without disclosing any information relating to the terms and conditions of this Agreement. Employees agree that this confidentiality provision is an express and absolute condition of this Agreement, is bargained for consideration for this Agreement and is not a mere recital, and that any violation of the terms and conditions of this confidentiality provision shall constitute a material breach of this Agreement. Should any Employee breach this provision, he agrees to liquidated damages in the amount of [REDACTED] and [REDACTED] (\$ [REDACTED]) per proven breach, in addition to any other damages, penalties, attorney fees, and other equitable relief that a Court may award.

Nothing in this Agreement shall be construed as a waiver of Employees' right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of Employer, or on the part of the agents or employees of Employer, when Employees have been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature. In addition, nothing in this Agreement shall prohibit or prevent the disclosure of factual information related to any acts of sexual assault, sexual harassment, workplace harassment or discrimination based on sex, failure to prevent an act of workplace harassment or discrimination based on sex, or act of retaliation against a person for reporting harassment or discrimination based on sex which acts are related to the Lawsuit.

Employees further understand and agree that any prior agreement that Employees signed during or in connection with Employees' employment by Employer with regard to the protection of confidential, proprietary, and/or trade secret information continues to remain in full force and effect on and after the Effective Date. Employees shall not disclose, either directly or indirectly, to any person, company, or entity, any trade secret, proprietary information, or any confidential information of or about Employer learned during Employees' employment with Employer, including, but not limited to, information about its business, technology, assets, financial condition, customer information, and methods of doing business, except to the extent disclosure of such information may be required by law or may be expressly requested in writing by an authorized officer of Employer.

The Parties agree that this Agreement does not limit Employees' ability to communicate with any local, state, or federal government agencies or otherwise participate in any investigation or proceeding that may be conducted by any government agency, including providing documents or other information or to testify. This Agreement does not limit Employees' right to receive an award for information provided to any government agencies; however, Employees may not receive other monetary compensation related to the filing of a charge or complaint with any government agencies.

12. **Admissibility of Agreement.** The Parties agree that this Agreement is admissible for the purposes of proving up and or enforcing the terms of the Parties' Agreement, as set forth herein, pursuant to California Evidence Code Section 1123 and California Civil Code Section 664.6.

13. **No Attorneys' Fees and Costs.** With the exception of the payment discussed in Section 2 above, the Parties agree that they shall bear their own respective costs and fees, including but not limited to attorneys' fees, in connection with the negotiation and execution of this Agreement. However, in any action to enforce the terms of this Agreement, the prevailing party shall be entitled to its or his reasonable attorneys' fees and costs.

14. **Neutral Employment References.** Employees agree to direct any employment references to the Human Resources Department of Employer. Employees further consent and agree that, in response to any such inquiry, Employer is authorized to report and disclose only the Employee's: (i) dates of employment; (ii) last position held; and (iii) confirmation of last rate of compensation. Employer explicitly agrees not to make any further disclosures regarding Employees in connection with employment references.

15. **Return of Documents and Property.** Employees represent that Employee has returned all Employer property, including all documents produced by Employer during the course of discovery in the Lawsuit and any and all copies of such documents, identification cards, or badges, access codes or devices, keys, laptops, computers, telephones, mobile phones, hand-held electronic devices, credit cards, electronically stored documents or files, physical files, tools, and any other Employer property in Employees' possession within 30 days of the

Execution Date. For digital and hard copy documents, Employees may also confirm destruction of all documents within 30 days of the Execution Date. This provision does not apply to files Employees' counsel maintains for their own internal records.

16. **Ownership of Claims and Event of Breach.** Employees represent that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement. Employees agree to indemnify and hold harmless the Releasees, and each of them, against any loss or liability whatsoever, including reasonable attorneys' fees and costs caused by: (a) any breach of this Agreement by Employees or their successors in interest; and (b) any action or proceeding brought by Employees or their successors in interest, if such action or proceeding is based upon or related to any of the Claims released in this Agreement.

17. **Governing Law/Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of California applicable to contracts made and to be performed entirely within such State.

18. **Arbitration.** The Parties agree that any dispute, controversy, or claim arising out of or related to this Agreement, or any alleged breach of this Agreement, shall be governed by the Federal Arbitration Act (FAA) and submitted to and decided by binding arbitration in California before a single arbitrator. Arbitration may be administered before the American Arbitration Association (AAA) (or another arbitration provider as agreed to by the Parties) in accordance with the AAA's Employment Arbitration Rules and Mediation Procedures, except as modified by mutual agreement of the Parties or this Agreement. A copy of the AAA's Employment Arbitration Rules and Mediation Procedures is available online at <https://www.adr.org/Rules>. Employer will pay the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing. Discovery in any arbitration proceeding shall be conducted according to the AAA's Employment Arbitration Rules and Mediation Procedures, except as modified by mutual agreement of the Parties or this Agreement.

Any arbitral award determination shall be final and binding on the Parties and may be entered as a judgment in a court of competent jurisdiction. Nothing in this Agreement shall prevent either Employees or Employer from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. This agreement to arbitrate is freely negotiated between Employees and Employer and is mutually entered into between the parties. By entering into this Agreement, the Parties are waiving all rights to have their disputes heard or decided by a jury or in a court trial.

19. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. The Parties agree that no change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by Employees and a duly authorized officer of Employer.

20. **Construing Provisions.** The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either Party. Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable. Employees further agree that in the event any provision of this Agreement is held to be illegal or unenforceable, Employees will fully cooperate with Employer to effectuate its purpose to conform the provision(s) to law.

21. **Jointly Drafted.** This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any Party, since all Parties have participated in the negotiations and drafting of this Agreement.

22. **No Voluntary Assistance.** Employees agree that they will not in any manner encourage or willingly assist any person, including any past, present, or prospective employees or contractors, or applicants for employment with Employer or any Releasees, in filing or pursuing any lawsuit, claim or action against Employer or any of the Releasees, in any state or federal court or before any state, federal, or governmental agency, except as Employees may be required by statutorily authorized process to give testimony or to provide documents at a legal proceeding, or to cooperate in any agency or legal proceeding as authorized by law. This Agreement, however, does not affect Employees' right to file a charge, participate in an investigation, hearing, or proceeding conducted by the United States EEOC, the CRD, the NLRB, or any other federal, state or local regulatory or law enforcement agency as set forth herein.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via facsimile transmission or DocuSign shall have the same force, validity and effect as the originals thereof.

24. **Attorney Representation.** Employees' counsel represent that, as of the signing of this Agreement, Rizio Lipinsky Heiting, PC and Ray & Seyb LLP does not represent, nor have they been approached to represent in any future matters, any other individual seeking to bring claims against Employer other than Employees'.

25. **Acknowledgements.** Employees specifically agree and acknowledge that:

- a) Employees have read this Agreement in its entirety and understand all of its terms;
- b) by this Agreement, Employees have been advised to consult with an attorney before executing this Agreement, and have consulted with such counsel;

- c) Employees knowingly, freely, and voluntarily assent to all of its terms and conditions including, without limitation, the waiver, release, and covenants contained in it;
- d) Employees are executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which Employees are otherwise entitled; and
- e) Employees are not waiving or releasing rights or claims that may arise after Employees execute this Agreement.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. EMPLOYEE ACKNOWLEDGES AND AGREES THAT EMPLOYEES HAVE FULLY READ, UNDERSTAND, AND VOLUNTARILY ENTER INTO THIS AGREEMENT. EMPLOYEES ACKNOWLEDGE AND AGREE THAT EMPLOYEES HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS AND CONSULT WITH AN ATTORNEY OF EMPLOYEES' CHOICE BEFORE SIGNING THIS AGREEMENT. EMPLOYEES FURTHER ACKNOWLEDGE THAT EMPLOYEES' SIGNATURES BELOW ARE AGREEMENTS TO RELEASE EMPLOYER FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date below.

Date: 08/05/2024



Kevin Galvan
EMPLOYEE

Date: 07/31/2024



Daniel Barron Netzahualt
EMPLOYEE

Date: 07/31/2024



Irving A. Romero
EMPLOYEE

Date: 08/13/2024

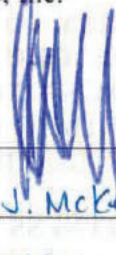
Oscar Sinibaldi
OSCAR SINIBALDI
EMPLOYEE

Date: 07/31/2024

Sebastian
Sebastian Tovar
EMPLOYEE

Date: Oct 2, 2024

McKenna Motors Torrance, Inc.
EMPLOYER

By: 

Name: Daniel J. McKenna III

Title: President

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APPROVED AS TO FORM AND ATTORNEY REPRESENTATIONS ONLY

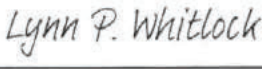
Date: October 9, 2024

Pillsbury Winthrop Shaw Pittman LLP

By: 
Jean F. Kuei, Esq.
Derek M. Mayor, Esq.
Attorneys for McKenna Motors Torrance,
Inc.

Date: Aug. 14, 2024

Rizio Lipinsky Heiting, PC

By: 
Daren H. Lipinsky, Esq.
Lynn P. Whitlock, Esq.
Taylor Derosa, Esq.
Attorneys for Plaintiffs
*KEVIN GALVAN; DANIEL BARRON
NETZAHUALT; IRVING A. ROMERO;
OSCAR SINIBALDI; SEBASTIAN TOVAR*

Date: 8.14.2024

Ray & Seyb LLP

By: 
Charles M. Ray
Spencer L. Seyb
Attorneys for Plaintiffs
*KEVIN GALVAN; DANIEL BARRON
NETZAHUALT; IRVING A. ROMERO;
OSCAR SINIBALDI; SEBASTIAN TOVAR*

EXHIBIT “2”

CONTINGENCY ATTORNEY AGREEMENT

This Retainer Agreement is entered into between Kevin Galvan ("Client") and Ray & Seyb LLP ("Attorney").

Client, in consideration of services rendered and to be rendered by Attorney to Client, retains Attorney to represent Client in an employment matter.

Client authorize attorney to take all steps deemed by Attorney to be advisable, including, but not limited to, negotiation, arbitration, mediation, preparation of correspondence, appearance at court hearings, certain discovery to be conducted, and trial. Client further authorize Attorney to take all steps necessary to perfect any judgment or settlement, including the execution of any documents or draft and deposit of any proceeds to Attorney's Client Trust Account pending distribution.

Attorney agrees to represent Client on a contingency basis in accordance with the following schedule:

- a. Forty percent (40%) of gross recovery prior to any deductions if recovery is made at any time prior to the filing of a judicial complaint or in an amount of time less than 180 days from the execution of this agreement;
- b. Forty Five percent (45%) of the gross recovery prior to any deductions if recovery is made at any time after 180 days from the execution of this agreement, or after the filing of a judicial complaint, or at mediation.
- c. ~~Client is also responsible for the initial state court filing fee if necessary.~~

The above contingency fee structure is not set by law but is negotiable between Attorney and Client. In addition to any contingency fee which Attorney may receive, Client hereby assign to Attorney all statutory attorney's fees which the Court may award on the basis of statute or public policy.

With respect to the time when the Attorney shall represent Client on a contingency basis, Client agree that should Client elect to substitute a new attorney in Attorney's place, should Client elect to accept non-monetary compensation in lieu of monetary damages, or should it otherwise become necessary for Attorney to withdraw from representation of Client, Client shall pay Attorney for Attorney's time spent on Client's case at Attorney's regular hourly rate of \$325 per hour.

Client further agree that Attorney shall have a lien on any recovery thereafter obtained by Client, based upon Attorney's regular hourly rate of \$325 per hour, together with any costs actually incurred or advanced by Attorney including, but not limited to, secretarial and paralegal (at \$10 per hour) copying, messenger fees, fees for consultants and experts, and

deposition or transcript fees.

Disbursements and costs incurred in connection with this claim will affect the contingency fee and Client's recovery in the following manner: Attorney is to receive the percentage of recovery before any deduction for disbursements and costs incurred. Client agree to pay Attorney for such disbursements and costs incurred that were paid by the Attorney out of Client's share of the recovery, if not requested earlier by Attorney. Client agree that from the proceeds of any recovery, whether by settlement, judgment, or otherwise, Attorney may deduct the attorney's fees to which Attorney is entitled, pursuant to this Agreement, together with any costs and disbursements which remain unpaid.

Client acknowledge that Client remains fully responsible for all court costs and other out-of-pocket expenses incurred by Attorney, and that Attorney will be reimbursed for any advance for such costs from the proceeds of any settlement or judgement. Client further acknowledge that Client remains solely responsible for payment of any court ordered sanctions or referee fees and Attorney will not advance funds to cover such costs.

Client agree that Attorney shall be entitled to deduct any sum owed to Attorney for fees and costs from any of Client's(s) funds in Attorney's Trust Account or otherwise in Attorney's possession, custody or control. Client further agree that Attorney shall have a contractual lien for the payment of fees and costs upon any of Client's(s) property or funds in Attorney's possession through proceedings taken by Attorney or on any recovery thereafter obtained by Client.

Client represent that no other legal counsel has performed work on behalf of Client in this matter for which he or she has asserted or may assert a lien for attorney fees or costs. Client also represent that if any other legal counsel has asserted or asserts a lien for attorney fees or costs in this matter for work performed on behalf of Client, that Client will be solely responsible for the payment of such fees or costs, and such amount will not be deducted from any recovery obtained by Attorney.

In the event of an appeal to an appellate court from the lower court or an arbitration, or if a second trial is required, then the fee must be agreed upon by Client and Attorney in a separate written agreement.

Client understand and acknowledge that Attorney has made no guarantee regarding the successful termination of this matter, and that Attorney has expressed only opinions concerning the outcome. Attorney shall have the option to withdraw from the case at any time if the financial obligations are not met by Client, if Client have misrepresented or failed to disclose material facts to Attorney, or if, after reasonable investigation of the matter, Attorney determines that it is not feasible to proceed. In the event any of these facts occur, Client agree to execute a Substitution of Attorney at Attorney's request. If Client refuse or fail to execute a Substitution of Attorney form upon request of Attorney, Client agree to pay any and all fees and costs related to the filing of a motion to withdraw as counsel.

Client agree that should it become necessary for Attorney to file suit or arbitrate for collection of any Attorney's fees or costs due under this Agreement, Client will pay reasonable attorney fees, together with court costs expended for the collection of such obligation, together with one and one half percent interest (1.5%) per month on the unpaid balance in default.

This Agreement integrates all prior written and oral understandings between the parties and contains the entire agreement pertaining to the subject matter of Attorney's representation. This Agreement may not be modified, except by a writing signed by all of the parties hereto.

Waiver of Conflict of Interest - If there is more than one plaintiff, each plaintiff realizes that a conflict of interest might develop with respect to the overall percentage of the recovery allotted to plaintiffs and also with respect to the relative share of the recovery going to each plaintiff. Each Client specifically waives these conflicts, and hereby instructs us to maximize the overall recovery with the expectation that it shall be split equally between the plaintiffs.

Attorney does not maintain professional liability insurance applicable to the service provided hereunder, nor has Attorney filed a written guaranty to pay errors or omissions claims with the State Bar.

This Agreement is not a statutory fee set by law; rather, it is a negotiated contractual agreement between the parties. Attorney and Client enter into this Agreement upon the conditions and terms set forth above. Client further acknowledge having received a copy of this retainer agreement.

DATED: December, 18, 2019 Kevin Galvan
Client Name
Kevin Galvan
Client Signature

ACCEPTED AND APPROVED this 18 day of December, 2019

Ray & Seyb LLP

By: [Signature]
Attorney

DESIGNATION OF ATTORNEY

To Whom It May Concern:

Pursuant to California Code of Regulations, Title 10, Chapter 5, Sub-chapter 8, Section 2695.2(c), I, Kerin Galvan, do hereby designate Ray & Seyb LLP (hereinafter referred to as Attorney) as my attorney in order to handle my claim(s) against the parties legally responsible for personal injuries and/or general, special and/or punitive damage(s) arising from an incident, transaction or event. Please address all correspondences involving this claim to:

Ray & Seyb LLP
17671 Irvine Blvd Suite 208
Tustin, CA 92780
(949) 734-7333

This Designation is valid until my claim is settled, unless canceled in writing by me or Attorney. A photocopy of this fully executed Designation of Attorney is to have the same force and effect as the original.

Dated:

12/18/19

Kerin Galvan
Client Signature

GENERAL AUTHORIZATION FOR RELEASE OF INFORMATION

To Whom It May Concern:

Please be advised that this law office (hereinafter referred to as Attorney), has been retained by me to represent a claim for damages on my behalf. You are hereby authorized to disclose and release to the Ray & Seyb LLP and/or to its authorized representatives or agents and all information requested. This information includes, but is not limited to, all medical reports setting forth a detailed statement of my history, complaints, findings, diagnosis, treatment, prognosis, X-rays, photographs, prescriptions, charts and medical bills.

Other information to be furnished under this General Authorization includes, but is not limited to, reports, diagrams, notes, findings, surveys, and photographs, created or maintained by the police department, Sheriff's Department, California Highway Patrol, or other law enforcement and administrative agencies. Further, this authorization shall require you to release information with respect to my employment, such as earnings, job duties and performance, company benefits, and names of individuals who have custody of personnel and employment records.

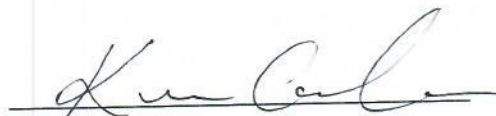
Please address all correspondence and the information requested herein to:

Ray & Seyb LLP
17671 Irvine Blvd Suite 208
Tustin, CA 92780
(949) 734-7333

This General Authorization is valid until my claim for damages is resolved, unless canceled in writing by Ray & Seyb LLP or me. Furthermore, this authorization shall act as a revocation of any and all release or authorization forms which I have signed prior to the date of this authorization. A photocopy of this fully executed authorization is to have the same force and effect as the original.

Dated:

12/18/19


Client's Signature

Kevin Galvan
Name of Client (Printed or Typed)

EXHIBIT “3”

Cost report for Galvan, Kevin v. McKenna Motor Co., Inc.

<i>Date</i>	<i>TaskCode</i>	<i>Payee</i>	<i>Description</i>	<i>Cost</i>	<i>Acct/Check No</i>
2/5/2020			Reimbursement to attorney (LPW) for online legal research of other cases again McKenna Motor Company.	\$109.40	
3/19/2020		DDS Legal Services	Paid DDS Legal Services to file the lawsuit with the court and to advance the initial filing fee on our behalf.	\$461.70	
3/20/2020			Postage for certified mailing of PAGA Notice to McKenna Motor Company and Daniel McKenna.	\$16.00	
3/30/2020	copies		Total copies for March 2020	\$3.00	
3/31/2020		LWDA	Paid the LWDA for the PAGA filing fee	\$75.00	1360
4/3/2020			Postage for certified mailing of PAGA notice and filing fee to LWDA	\$8.00	
4/30/2020	copies		Total copies for April 2020	\$1.10	
5/27/2020		DDS Legal Services	Paid DDS Legal Services to file our first amended complaint with the court.	\$13.65	
6/4/2020		DDS Legal Services	Paid DDS Legal Services to serve lawsuit on Defendant	\$53.90	
6/18/2020		DDS Legal Services	Paid DDS Legal Services to file the proof of service of summons as to Defendant with the court.	\$13.65	
8/4/2020			Postage for mailing discovery to counsel for Defendant	\$2.00	
8/31/2020	copies		Total copies for August 2020	\$2.50	
9/24/2020		DDS Legal Services	Paid DDS Legal Services to file our notice of change of address with the court.	\$34.15	
12/4/2020		C. Jackson Investigatio	Paid C.Jackson Investigations for investigative work in this matter.	\$2,500.00	1467
2/5/2021			Postage for mailing copy of AAA arbitration demand to opposing counsel.	\$2.60	
2/5/2021		American Arbitration As	Paid American Arbitration Association the filing fee to submit this case to arbitration	\$300.00	
2/16/2021		American Arbitration As	Paid AAA for additional filing fee for the rest of the claimants	\$1,500.00	
2/28/2021	copies		Total copies for February 2021	\$9.00	
3/8/2021		C. Jackson Investigatio	Paid Cameron Jackson Investigation for obtaining statements from witnesses on case	\$48.00	1502
3/8/2021		C. Jackson Investigatio	Paid C.Jackson Investigations for obtaining statements from witnesses.	\$149.50	1502
3/9/2021		DDS Legal Services	Paid DDS Legal Services to file our request for dismissal as to Carrillo with the court	\$34.15	
5/27/2021		Los Angeles Superior	LA Court Connect for LPW's hearing on 06/03/21 for a Status Conference Re Binding Arbitration	\$15.00	
9/8/2021			Postage for mailing letters with discovery to clients and with SASE	\$13.45	
1/30/2024		DDS Legal Services	Filing the declaration of LPW with the court	\$34.15	
2/13/2024		DDS Legal Services	Filed our Declaration in support of Status Report Re Mediation with the court	\$34.15	
2/13/2024		Steven Pearl Mediation	Mediation fees paid for hearing on 05/15/24	\$4,506.25	AMEX

<i>Date</i>	<i>TaskCode</i>	<i>Payee</i>	<i>Description</i>	<i>Cost</i>	<i>Acct/Check No</i>
4/4/2024		DDS Legal Services	Filing Notice of Change of Firm Name and Proof of Service	\$34.15	
7/24/2024		DDS Legal Services	Filing of Notice of Settlement of Entire Case with the court	\$34.15	
				<i>TOTAL COST</i>	\$10,008.60
<i>Total Cost By Account</i>					
			\$10,008.60		

EXHIBIT “4”



[Click here to print](#)
Reference: cfc46eaa-797d-4077-92e5-6bdaf9d7c18b

Overtime and Work Schedule			
Belongs To	Signed By	Required Item	Reference
Kevin Galvan	Kevin Galvan 8/1/2016 10:13 AM	Not Required	CD65366V3-IN29162806

Overtime and Work Schedule

WORKING OVERTIME IS AGAINST MCKENNA AUTOMOTIVE GROUP'S POLICY. All overtime work must be pre-approved by the General Manager. Working overtime without the General Manager's approval may result in discipline, up to and including termination.

Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of the Dealership

Signature History	
Signed By	
Kevin Galvan	
8/1/2016 10:13 AM	



[Click here to print](#)

Reference: 35eb09a6-bd09-46f9-bbc1-419657aff665

No "Off The Clock" Work			
Belongs To	Signed By	Required Item	Reference
Sebastian Tovar	Sebastian Tovar 2/9/2018 10:58 AM	Not Required	CD383187V1-IN36390362

No "Off The Clock" Work

The Dealership does not allow employees to work "off the clock" under any circumstances. It is your responsibility to accurately clock in and clock out of every shift you work. You may not begin working until you have clocked in. You must stop working before you clock out. Working "off the clock" for any reason is considered a violation of Dealership policy. If you forget to clock in or out, or if you believe your time records are not recorded accurately, you must notify your supervisor or manager immediately, so the time can be accurately recorded for payroll purposes. The Dealership relies on the accuracy of your time entries.

Signature History	
Signed By	
Sebastian Tovar	
2/9/2018 10:58 AM	



[Click here to print](#)

Reference: 35eb09a6-bd09-46f9-bbc1-419657aff665

Timekeeping Procedures			
Belongs To	Signed By	Required Item	Reference
Sebastian Tovar	Sebastian Tovar 2/9/2018 10:58 AM	Not Required	CD383186V1-IN36390355

Timekeeping Procedures

Note: This subsection shall not apply to employees qualifying for the Executive, Administrative, and Professional exemptions, as defined in Section 1 of Wage Order 7-2001.

You may not perform non-Dealership work on Dealership time. Dealership time does NOT include any time provided for meal periods or rest breaks. All non-exempt employees and employees who are exempt from overtime under the inside sales exemption are required to accurately record all time worked (whether completed on the Dealership premises or elsewhere), as well as all time unworked (except for rest breaks). The following time recording procedures must be followed by all non-exempt employees and Inside Salespersons:

1. You are to clock "in" immediately before starting any of your duties for a shift, and clock "out" immediately after finishing all of your duties for that shift.
2. You must clock out before beginning any meal period, and clock in before returning to work after any meal period.
3. You may NOT complete any work while clocked out. Should you inadvertently fail to clock "in" or "out" for any shift, or should any extenuating circumstances arise which require you to perform work while clocked out, you must keep track of this extra time worked and notify your supervisor immediately so that he/she can adjust your time records to reflect all time worked. Both you and your supervisor must initial any such changes.
4. You may not work more than eight hours in a single day or more than forty hours in a single week without prior authorization from your supervisor.
5. You must sign and date your timesheet at the end of each pay period to acknowledge that your time records are correct.
6. You are responsible for reviewing and confirming the accuracy of your time and payroll records. You must promptly report any suspected errors to your department manager for review and, where appropriate, correction.
7. You may not punch, alter, or record another employee's time. Similarly, you may not allow another employee (except for your immediate supervisor) to punch, alter, or record your time. Violations of this provision may be subject to disciplinary action, including termination.

You are not required to perform any work when you are off-duty. However, your supervisor may permit you to engage in work-related communications when you are off-duty. For example, you may be permitted to make or return work-related phone calls and/or send or reply to work-related emails and texts. If you choose to engage in work-related communications when you are off-duty, you must track your time spent doing so in a supplemental time log. Your supplemental time log must be certified and turned in to your supervisor on the 15th and last day of each month.

Signature History	
Signed By	
Sebastian Tovar	
2/9/2018 10:58 AM	

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN BERNARINO)

I am a resident of the State of California, County of San Bernardino. I am over the age of eighteen years and not a party to the within action. My business address is 5811 Pine Avenue, Suite A, Chino Hills, California 91709.

On October 21, 2024, I served on the interested parties in this action the within document(s) entitled:

**NOTICE OF, AND MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEY GENERAL’S ACT OF 2004 (“PAGA”);
DECLARATION OF PLAINTIFFS’ COUNSEL; [PROPOSED] ORDER**

☐ **BY FAX: (C.C.P. § 1013(a), (e); CRC 2008)** - by transmitting via electronic facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.; I also caused the fax machine to print such record(s) of the transmission.

☒ **BY MAIL: (C.C.P. § 1013(a))** - by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Chino Hills, California addressed as set forth below. I am readily familiar with the firm’s practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the 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 PERSONAL SERVICE** - I personally delivered such envelope to the offices of the addressee.

☐ **BY OVERNIGHT MAIL (C.C.P. § 1013(c))** - By FEDERAL EXPRESS, following ordinary business practices for collection and processing of correspondence with said overnight mail service, and said envelope(s) will be deposited with said overnight mail service on said date in the ordinary course of business.

☐ **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED** - By placing true copy(ies) thereof in sealed envelope(s) with Certified Mail, Return Receipt Requested, postage thereon fully prepaid and by causing such envelope(s) to be deposited in the mail at 5811 Pine Avenue, Suite A, Chino Hills, California 91709.

☒ **BY ELECTRONIC SERVICE (C.C.P. § 1010.6(a)(6))** - the parties listed below were served electronically with the document(s) listed above by e-mailed PDF files. The transmission was reported as complete and without error. My electronic notification address is 5811 Pine Ave., Suite A, Chino Hills, California 91709. My e-mail address is msambrano@riziolawfirm.com.

Jean Fan Kuei, Esq. Malcolm A. Brudigam, Esq. Pillsbury Winthrop Shaw Pittman LLP 1200 17th Street, NW Washington DC 90036 (202) 663-8072 / office (202) 663-8007 / fax E-mail: jean.kuei@pillsburylaw.com	Attorney for Defendant, MCKENNA MOTOR COMPANY
Derek M. Mayor, Esq. Pillsbury Winthrop Shaw Pittman LLP 500 Capitol Mall, Suite 1800 Sacramento, CA 95814 (916) 329-4700 / office (916) 441-3583 / fax Email: derek.mayor@pillsburylaw.com	Attorney for Defendant, MCKENNA MOTOR COMPANY

[X] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

[] **FEDERAL:** I declare that I am employed in the office of a member of the Bar of this Court at whose direction this service was made.

Executed on October 21, 2024, at Chino Hills, California.

MARY ELLEN SAMBRANO



Make a Reservation

KEVIN GALVAN, et al. vs MCKENNA MOTOR COMPANY, INC.

Case Number: 20STCV11262 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2020-03-20 Location: Stanley Mosk Courthouse - Department 78

Reservation

Case Name:

KEVIN GALVAN, et al. vs MCKENNA MOTOR
COMPANY, INC.

Case Number:

20STCV11262

Type:

Motion re: (Motion for Approval of Settlement of PAGA)

Status:

RESERVED

Filing Party:

Kevin Galvan (Plaintiff)

Location:

Stanley Mosk Courthouse - Department 78

Date/Time:

01/13/2025 8:30 AM

Number of Motions:

1

Reservation ID:

398765359989

Confirmation Code:

CR-CTA7JHLU2DFZNBDFZ

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount:

\$0.00

Type:

NOFEE

Account Number:

n/a

Authorization:

n/a

Payment Date:

1969-12-31

Print Receipt

[Reserve Another Hearing](#)

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