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Attorneys for Defendants Channel Auto Services LP
(erroneously sued as "Price Management"),
Coast Village, Inc., and Mesa 76 LP

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA
ANACAPA DISTRICT**

GEORGE PEREZ, an individual, for
himself and on behalf of others similarly
situated

Plaintiff,

vs.

PRICE MANAGEMENT, a business entity
of unknown form, COAST VILLAGE, INC.,
a corporation, MESA 76 L.P., a limited
partnership, and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 20CV02348

(Assigned to the Hon. Donna D. Geck)

**STIPULATION OF SETTLEMENT AND
[PROPOSED] ORDER APPROVING
SETTLEMENT OF PLAINTIFF'S CLAIM
FOR PAGA PENALTIES**

Complaint filed: July 17, 2020
Trial date: None Set

1 Plaintiff George Perez (“Plaintiff” or “Perez”) and Defendants Channel Auto Services, L.P.
2 (fictitious business name “Price Management”), Mesa 76 L.P. dba Mesa Fuel Depot, and Coast
3 Village, Inc. dba Coast Village Chevron (“Defendants”), (Plaintiff and Defendants may be referred
4 to collectively as the “Parties”), by and through the undersigned counsel of record, hereby stipulate
5 and jointly request the Court’s approval of their settlement of Plaintiff’s claim for civil penalties
6 under the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698 *et*
7 *seq.* (the “PAGA” Action):

8 **WHEREAS**, Plaintiff alleges he was directly, jointly and/or co-employed by one or more
9 of Defendants.

10 **WHEREAS**, on April 28, 2020, Plaintiff served a letter on the Labor Workforce
11 Development Agency (“LWDA”) and Price Management pursuant to California Labor Code
12 §2699.3, to notify the LWDA of alleged violations by Defendants of Labor Code §§ 201-204, 210,
13 216, 225.5, 226, 226.7, 233, 246(a) 512, 558, 1102.5, 1198, and the Industrial Welfare
14 Commission (“IWC”) Wage Order 11, section 11(A). The LWDA declined to investigate the
15 alleged violations.

16 **WHEREAS**, on July 17, 2020, Plaintiff commenced this action. The Complaint asserted
17 Plaintiff’s individual claims and PAGA claims, as follows: (1) missed meal breaks, (2) missed rest
18 breaks, (3) failure to pay reporting time wages, (4) violation of Labor Code §226, (5) violation of
19 Labor Code §203, (6) violation of Labor Code §1102.5, (7) wrongful termination in violation of
20 public policy, (8) unfair business practices (collectively, the Individual Claims) and (9) penalties
21 under Labor Code §2699 (the PAGA Claims).

22 **WHEREAS**, on August 8, 2020, Defendants filed a demurrer alleging that Plaintiff did not
23 allege sufficient facts to state a claim against any Defendant, that the use of the term “Defendants”
24 makes the Complaint uncertain, and that Plaintiff failed to comply with the PAGA claim notice
25 procedures as to Coast Village, Inc. and Mesa 76 L.P.

26 **WHEREAS**, on August 28, 2020, Plaintiff amended his PAGA claim via the LWDA
27 website by adding Coast Village, Inc. and Mesa 76 L.P. as defendants. Plaintiff served Coast
28 Village, Inc. and Mesa 76 L.P.’s counsel with copies of the April 28, 2020 PAGA notice under

1 cover letters addressed to Coast Village, Inc. and Mesa 76 L.P., respectively.

2 **WHEREAS**, on November 20, 2020, following the Court's ruling sustaining Defendants'
3 demurrer to the Complaint with leave to amend, Plaintiff filed the First Amended Complaint,
4 which is the operative complaint in the action. The First Amended Complaint alleges the same
5 causes of action as the original Complaint.

6 **WHEREAS**, on March 3, 2021, the Parties participated in a full-day mediation presided
7 over by Hon. Joseph S. Biderman (Ret.). Although the Parties made progress, they did not reach a
8 resolution of the action by the end of this mediation session.

9 **WHEREAS**, on March 15, 2021, Plaintiff submitted a second amended PAGA claim
10 notice via the LWDA website adding The Point Market as an alleged employer and asserting
11 allegations pertaining to facilities where Plaintiff never worked. Plaintiff served Defendants with
12 copies of the second amended PAGA notice via certified mail.

13 **WHEREAS**, thereafter, the Parties continued mediation and settlement discussions
14 through Hon. Joseph S. Biderman, pursuant to which the Parties reached an agreement to settle the
15 action in its entirety including Plaintiff's PAGA claims and Plaintiff's individual claims.

16 **WHEREAS**, on April 7, 2021, Plaintiff withdrew his second amended PAGA notice via
17 the LWDA website. Plaintiff acknowledges and agrees that, by the withdrawal of his second
18 amended PAGA notice, it was his intention to make the second amended PAGA notice null and
19 void as if it had never been submitted to the LWDA.

20 **WHEREAS**, while Defendants have denied and continue to deny all allegations in the
21 Complaint, the Parties recognized the value of resolving this matter;

22 **WHEREAS**, counsel for Plaintiff submits that the reasonable settlement value of
23 Plaintiff's claims for penalties under PAGA, if any, is Forty Five Thousand Dollars and No Cents
24 (\$45,000.00), and Defendants do not object to this allocation for settlement purposes. This
25 settlement valuation by Plaintiff is based on the Parties' negotiations and considerations including:
26 (1) Defendants deny any liability in this matter; (2) Defendants deny any violations of the wage
27 and hour laws which would have entitled Plaintiff to recover penalties under PAGA; (3) concerns
28 as to Plaintiff's PAGA standing; (4) Plaintiff gave the LWDA the opportunity to investigate

1 Plaintiff's claims and the LWDA declined to do so; (5) the underlying facts of the case are in
2 dispute; (6) there will be significant investments of time and expense by the Parties to litigate the
3 claims for penalties under PAGA; (7) there is no guarantee of an outcome on the PAGA claims for
4 either Party at trial; (8) the resolution of this dispute will be delayed until trial, and, regardless of
5 the outcome, there is a significant of risk of further delay due to appeals; (9) the case law
6 interpreting the PAGA is sparse and subject to change; and (10) any award of penalties under
7 PAGA is within the discretion of the trial court.

8 **WHEREAS**, the Parties request the Court to approve the arm's-length settlement reached
9 between the Parties pertaining to penalties available under PAGA, to approve the release of PAGA
10 claims, and to approve the settlement of the PAGA claim brought in this litigation, as set forth in
11 further and specific detail in the Parties' PAGA SETTLEMENT AGREEMENT, attached hereto
12 as **Exhibit A**.

13 **NOW THEREFORE**, the Parties, by and through their respective counsel of record,
14 stipulate and agree as follows:

15 1. Plaintiff submits, and Defendants do not object or contest, that good cause exists
16 for the Court to approve the PAGA SETTLEMENT AGREEMENT attached hereto as **Exhibit A**,
17 for the following reasons summarized herein and as set forth in further detail in the Memorandum
18 of Points and Authorities:

19 A. The settlement terms provide for payment by Defendants of the collective total
20 amount of Forty Five Thousand Dollars and No Cents (\$45,000.00). The total settlement amount
21 will cover (a) the employees' share, which is the sum total of all individual settlement shares paid
22 to hourly wage employees pursuant to the settlement; (b) the LWDA payment Seventy-Five
23 Percent (75%) of the net settlement amount; (c) Plaintiff's counsel fees and expenses payment; and
24 (d) the settlement administrator's fees and expenses of \$6,000 to CPT Group.

25 B. Plaintiff will not seek an incentive award because he settled his individual claims
26 separately.

27 C. An hourly wage employee's individual settlement share will be paid to each
28

1 aggrieved employee covered by this settlement in one check, accompanied by a cover letter in the
2 form of Exhibit A to the PAGA SETTLEMENT AGREEMENT.

3 D. This PAGA settlement covers allegedly aggrieved employees which is defined to
4 mean each employee who was paid an hourly wage and who worked at Coast Village Inc. or Mesa
5 76 L.P., during the period of time from April 28, 2019 through the pay period ending on March 28,
6 2021. The total number of allegedly aggrieved employees who worked at two of the six gas
7 stations is 80.

8 E. The PAGA settlement settles and releases any and all claims for civil penalties
9 recoverable under Labor Code section 2699(a) due to: (a) failure to provide meal periods and/or
10 pay meal period premium or penalty pay; (b) failure to authorize and permit rest periods and/or
11 pay rest period premium or penalty pay; (c) failure to pay minimum wages; (d) failure to pay
12 overtime wages; (e) failure to pay for all time worked; (f) failure to pay timely pay wages upon
13 termination; (g) failure to timely pay wages during employment; (h) failure to provide accurate,
14 itemized wage statements; and (i) failure to keep complete or accurate payroll records.

15 F. With the Court's approval of this stipulation, Plaintiff's PAGA claims shall be
16 adjudicated, and the result shall be binding upon "all those, including nonparty aggrieved
17 employees, who would be bound by a judgment in an action brought by the government," as the
18 real party in interest in any action for civil penalties under PAGA. (Arias v. Superior Court (2009)
19 46 Cal.4th 969, 986 ("Arias").)

20 G. Under California law, no notice to the aggrieved employees is required for the
21 resolution of an action under PAGA. (See e.g., Arias, supra, 47 Cal. 4th 969, 977; Baumann v.
22 Chase Inv. Servs. Corp., 747 F.3d 1117 (9th Cir. 2014) (notice or other requirements applicable to
23 resolution of class claims not applicable to PAGA actions.)

24 H. The Parties further expressly agree that the Court will retain jurisdiction under
25 Code of Civil Procedure section 664.6 to resolve any disputes arising out of this Stipulation.
26 including any dispute with respect to the payment called for by this Stipulation.

27 **FOR THE FOREGOING REASONS**, the Parties respectfully request that this Court
28 endorse the Parties' PAGA SETTLEMENT AGREEMENT and sign the Proposed Order.

1 DATED: August 19, 2021

James H. Cordes and Associates,

2
3 By: 

4 Angelica J. Caro, Esq.

5 Attorney for Plaintiff

6 GEORGE PEREZ, an individual, for himself and on
7 behalf of others similarly situated

8 DATED: August ___, 2021

K.P. ROBERTS & ASSOCIATES, A PROF.
LAW CORP

9 By: _____

10 Ryan P. Tish, Esq.

11 Attorneys for Defendants CHANNEL AUTO

12 SERVICES LP (erroneously sued as "Price

13 Management"), COAST VILLAGE, INC., MESA 76
14 L.P., and THE POINT MARKET

15 **I.**

16 **MEMORANDUM OF POINTS AND AUTHORITIES**

17 **A. The Private Attorney General Act of 2004.**

18 Under Labor Code Private Attorneys General Act of 2004 ("PAGA"), an aggrieved
19 employee may bring a civil action personally and on behalf of other current or former employees
20 and the State of California to recover civil penalties for Labor Code violations. (Iskanian v. CLS
21 Transp. Los Angeles, LLC (2014) 59 Cal.4th 348, 380.) Seventy-five percent of any PAGA
22 penalties go to the California Labor and Workforce Development Agency ("LWDA"), leaving the
23 remaining 25 percent for the employees. (Id.; see also Lawson v. ZB, N.A. (2017) 18 Cal.App.5th
24 705.) PAGA is intended to augment the limited enforcement capability of [LWDA] by
25 empowering employees to enforce the Labor Code as representatives of the Agency. (Id. at p. 383.)
26 A judgment in a PAGA action binds all those who would be bound by a judgment in an action
27 brought by the government. (Id. at 381.)

28 Before an employee may file an action seeking to recover such "civil penalties" for
violations of any of the Labor Code provisions enumerated in section 2699.5, however, he or she
must comply with PAGA's administrative procedures as set forth in Labor Code section 2699.3(a),

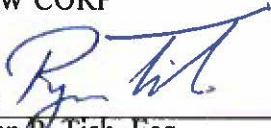
1 DATED: August 19, 2021

James H. Cordes and Associates,

2
3 By: _____
4 Angelica J. Caro, Esq.
5 Attorney for Plaintiff
6 GEORGE PEREZ, an individual, for himself and on
7 behalf of others similarly situated

8 DATED: August 26, 2021

K.P. ROBERTS & ASSOCIATES, A PROF.
LAW CORP

9
10 By:  _____
11 Ryan P. Tish, Esq.
12 Attorneys for Defendants CHANNEL AUTO
13 SERVICES LP (erroneously sued as "Price
14 Management"), COAST VILLAGE, INC., MESA 76
15 L.P., and THE POINT MARKET

16 I.

17 MEMORANDUM OF POINTS AND AUTHORITIES

18 **A. The Private Attorney General Act of 2004.**

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20 employee may bring a civil action personally and on behalf of other current or former employees
21 and the State of California to recover civil penalties for Labor Code violations. (Iskanian v. CLS
22 Transp. Los Angeles, LLC (2014) 59 Cal.4th 348, 380.) Seventy-five percent of any PAGA
23 penalties go to the California Labor and Workforce Development Agency ("LWDA"), leaving the
24 remaining 25 percent for the employees. (Id.; see also Lawson v. ZB, N.A. (2017) 18 Cal.App.5th
25 705.) PAGA is intended to augment the limited enforcement capability of [LWDA] by
26 empowering employees to enforce the Labor Code as representatives of the Agency. (Id. at p. 383.)
27 A judgment in a PAGA action binds all those who would be bound by a judgment in an action
28 brought by the government. (Id. at 381.)

Before an employee may file an action seeking to recover such "civil penalties" for
violations of any of the Labor Code provisions enumerated in section 2699.5, however, he or she
must comply with PAGA's administrative procedures as set forth in Labor Code section 2699.3(a),

1 which include providing notice to the LWDA and the employer and waiting a prescribed period of
2 time to permit the LWDA to investigate and to decide whether to cite the employer for the alleged
3 violations. (Dunlap v. Superior Court (2006) 142 Cal.App.4th 330). If the LWDA declines to
4 pursue the penalties, the employee may proceed in court.

5 **B. Plaintiff exhausted his administrative claims under PAGA.**

6 Here, Plaintiff exhausted his administrative claims for PAGA penalties with a letter to the
7 LWDA and Price Management dated April 28, 2020. The LWDA declined to investigate the
8 alleged violations. Accordingly, Plaintiff commenced this action on July 17, 2020, alleging (1)
9 missed meal breaks, (2) missed rest breaks, (3) failure to pay reporting time wages, (4) violation of
10 Labor Code §226, (5) violation of Labor Code §203, (6) violation of Labor Code §1102.5, (7)
11 wrongful termination in violation of public policy, (8) unfair business practices and (9) penalties
12 under Labor Code §2699.

13 On August 28, 2020, Plaintiff amended his PAGA claim via the LWDA website by adding
14 Coast Village, Inc. and Mesa 76 L.P. as defendants. Plaintiff served Coast Village, Inc. and Mesa
15 76 L.P.'s counsel with copies of the April 28, 2020 PAGA notice under cover letters addressed to
16 Coast Village, Inc. and Mesa 76 L.P., respectively. The LWDA declined to investigate the alleged
17 violations.

18 On March 15, 2021, Plaintiff submitted a second amended PAGA claim notice via the
19 LWDA website adding The Point Market as an alleged employer and asserting allegations
20 pertaining to facilities where Plaintiff never worked. Plaintiff served Defendants with copies of the
21 second amended PAGA notice via certified mail.

22 On April 7, 2021, Plaintiff withdrew his second amended PAGA notice via the LWDA
23 website.

24 **C. The Parties have settled Plaintiff's PAGA Claims and seek Court approval of**
25 **the PAGA settlement.**

26 The Parties have agreed to settle the representative claims in their entirety. The settlement
27 is intended to fully and finally resolve the PAGA claim asserted by Plaintiff at two of Defendants'
28 six gas stations.

1 The Parties are required to obtain the trial court approval of the settlement of any penalties
2 sought as part of a proposed settlement of PAGA claims. (Labor Code §2699(1)). The relief
3 provided in a PAGA settlement must “be genuine and meaningful, consistent with the underlying
4 purpose of the statute to benefit the public.” (Villalobos v. Calandri Sonrise Farm LP (C.D. Cal.,
5 July 22, 2015, No. CV122615PSGJEMX) 2015 WL 12732709, at *13.) The settlement must be
6 reasonable in light of the potential verdict value. (See O’Connor v. Uber Technologies, Inc. (N.D.
7 Cal. 2016) 201 F.Supp.3d 1110, 1135.) Courts will generally approve a PAGA settlement upon a
8 showing that the settlement terms are “fundamentally fair, adequate, and reasonable” in light of
9 PAGA’s policies and purposes. (See Jordan v. NCI Grp., Inc., (C.D. Cal. Jan. 5, 2018, No.
10 EDCV161701JVSSPX) 2018 WL 1409590, at *3 (finding that proposed settlement of plaintiff’s
11 PAGA claims was fair, adequate, and reasonable in light of the policies and purposes of PAGA);
12 Flores v. Starwood Hotels & Resorts Worldwide, Inc., (C.D. Cal. 2017) 253 F.Supp.3d 1074, 1075
13 (same, and noting that the California Supreme Court, California legislature, California Courts of
14 Appeal, and LWDA have failed to provide any definitive standard for PAGA settlement
15 approval).) A settlement may be substantially discounted, however, given that courts often
16 exercise their discretion to award PAGA penalties below the statutory maximum even when a
17 claim succeeds a trial. (See Viceral v. Mistras Group, Inc. (N.D. Cal., Oct. 11, 2016, No. 15-CV-
18 02198-EMC) 2016 WL 5907869, at *8-9.)

19 **D. The PAGA settlement is fair, adequate, and reasonable.**

20 The Parties believe that the \$45,000 settlement amount is fair, adequate, and reasonable
21 and therefore should be approved.

22 Plaintiff alleged PAGA penalties for Defendants’(1) failure to provide meal periods and/or
23 pay meal period premium or penalty pay; (2) failure to authorize and permit rest periods and/or
24 pay rest period premium or penalty pay; (3) failure to pay minimum wages; (4) failure to pay
25 overtime wages; (5) failure to pay for all time worked; (6) failure to pay timely pay wages upon
26 termination; (7) failure to timely pay wages during employment; (8) failure to provide accurate,
27 itemized wage statements; and (9) failure to keep complete or accurate payroll records.

28 Defendants allege that they did not engage in the alleged Labor Code violations and assert

1 that they maintain lawful policies and practices. Defendants allege that employees were authorized
2 and required to take their 10-minute rest breaks during the graveyard shifts; that employees
3 working graveyard shifts were provided paid, on-duty meal periods; that Plaintiff was paid his
4 reporting time wages on his last day work; that derivative claims for inaccurate wage statements
5 and waiting time penalties lack merit because Defendants had proper and valid meal and rest
6 periods policies and paid Plaintiff his reporting time pay; and that the job duties could not be done
7 while seated however, folding step-stools were available and could be used as a seat. Further,
8 Defendants assert that they would file a demurrer to the First Amended Complaint and that any
9 further attempt by Plaintiff to amend the PAGA Notice would be untimely, since it would be over
10 one year since Plaintiff was terminated.

11 In anticipation of mediation, Defendants' counsel provided demographic information for
12 the aggrieved employees to Plaintiff's counsel. That information was used to calculate the PAGA
13 penalties from August 28, 2019 to the date of the mediation. Plaintiff's counsel calculated the
14 maximum amount recoverable for mediation was approximately \$2 million. However, after
15 investigation, Plaintiff believes that the primary violations and penalties only relate to seating and
16 rest breaks for solo-staffed graveyard shifts.

17 In order to recover any PAGA penalties, Plaintiff would be required to prove at trial each
18 of the underlying Labor Code violations. (See Cardenas v. McLane Foodservice, Inc., (C.D. Cal.
19 2011) 796 F. Supp. 2d 1246, 1260 ("Given the statutory language [of PAGA], a plaintiff cannot
20 recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the
21 Labor Code by the defendant").) While Plaintiff is confident that he could prove seating and rest
22 break violations, given Defendants' defenses to the claimed Labor Code violations at issue and the
23 risks and costs of continued litigation, the Parties reached a settlement agreement.

24 For all the reasons cited herein, the Parties agreed to settle Plaintiff's claims and believe
25 that the proposed settlement is fair, adequate, and reasonable.

26 **E. The remaining settlement terms should be approved.**

27 The settlement agreement provides for attorneys' fees and costs. This is appropriate, even
28 in the non-class action context. "California has long recognized, as an exception to the general

1 American rule that parties bear the costs of their own attorneys, the propriety of awarding an
2 attorney fee to a party who has recovered or preserved a monetary fund for the benefit of himself
3 or herself and others. In awarding a fee from the fund or from the other benefited parties, the trial
4 court acts within its equitable power to prevent the other parties' unjust enrichment." (Lafitte v.
5 Robert Half Intern., Inc. (2016) 1 Cal.5th 480, 561 (approving percentage of recovery method in
6 wage and hour class action); Fox v. Hale & Norcross Silver Mtn. Co. (1895) 108 Cal. 475, 476
7 (approving fee payment from common fund in early derivative case).

8 A prevailing PAGA plaintiff is entitled to his or her reasonable attorney fees and costs.
9 (Harrington v. Payroll Entertainment Services, Inc. (2008) 160 Cal.App.4th 589, 594; Labor Code
10 § 2699(g)(1).)

11 Here, Plaintiff's counsel seeks thirty-five percent of the settlement plus reasonable costs
12 incurred. Plaintiff's counsel seeks reimbursement of costs incurred in filing fees and mediation
13 fees of \$5,575. Half of the costs will be attributable to the PAGA claims and half of the costs to
14 the individual claims.

15 **II.**
16 **CONCLUSION**

17 Based on the foregoing, the Parties are confident that an appropriate sum has been
18 allocated to the disputed value of the "discretionary" PAGA penalties sought by Plaintiff, if any.
19 Thus, based on the various factors discussed above, and to avoid further litigation of this matter,
20 the Parties respectfully request the Court approve the amount of \$45,000.00 as PAGA penalties.

21 DATED: August 19, 2021

James H. Cordes and Associates,

23 By: 

24 Angelica J. Caro, Esq.

Attorney for Plaintiff

25 GEORGE PEREZ, an individual, for himself and on
26 behalf of others similarly situated

1 **[PROPOSED] ORDER**

2 Having considered the stipulation by and between Plaintiff George Perez (“Plaintiff” or
3 “Perez”) and Defendants Channel Auto Services, L.P. (fictitious business name “Price
4 Management”), Mesa 76 L.P. dba Mesa Fuel Depot, and Coast Village, Inc. dba Coast Village
5 Chevron (“Defendants”) and good cause appearing therefore,

6 **IT IS HEREBY ORDERED** that:

7 1. The foregoing **STIPULATION OF SETTLEMENT AND [PROPOSED]**
8 **ORDER APPROVING SETTLEMENT OF PLAINTIFF’S CLAIM FOR PAGA**
9 **PENALTIES**, along with the Parties’ **PAGA SETTLEMENT AGREEMENT** is hereby
10 accepted and approved;

11 2. The release of claims set forth in section H of the PAGA SETTLEMENT
12 AGREEMENT shall be effective upon entry of this order, subject to the terms and conditions of
13 the settlement agreement;

14 3. The agreed-upon distribution of the settlement amount as provided in the Parties’
15 PAGA SETTLEMENT AGREEMENT is approved;

16 4. No notice to other aggrieved employees is required with the exception of Exhibit A
17 attached to the PAGA SETTLEMENT AGREEMENT;

18 5. The action is dismissed with prejudice; and;

19 6. The Court will retain jurisdiction under Code of Civil Procedure section 664.6 to
20 resolve any disputes arising out of this Stipulation, including any dispute with respect to the
21 payment called for by this Stipulation.

22
23 **IT IS SO ORDERED.**

24
25 Date: _____

26 Judge of the Superior Court
27
28

Exhibit A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (the “Agreement” or “Settlement”) is made by and between Plaintiff George Perez (“Perez”), on behalf of himself and the State of California, on the one hand, and defendants Channel Auto Services, L.P. (fictitious business name “Price Management”), Mesa 76 L.P. dba Mesa Fuel Depot, and Coast Village, Inc. dba Coast Village Chevron (“Defendants”), on the other hand (Plaintiff and Defendants may be referred to collectively as the “Parties”).

RECITALS

A. Certain disputes and controversies have arisen, including but not limited to , the claims, demands, grievances and causes of action asserted by Perez against Defendants arising out of or connected with Perez’s employment at the gas stations located at 1085 Coast Village Road in Santa Barbara, California (the “CVC station”) and 1929 Cliff Drive in Santa Barbara, California (the “MFD station”), as set forth in the pleadings filed in the Action (defined below).

B. Defendants deny and dispute any and all of Perez’s claims, allegations, demands and causes of action in the Action.

C. The Parties now desire to settle, compromise and resolve all the differences, disagreements, and disputes that exist or may exist between them, including, without limitation, all such matters described in or related to the Action and all such matters related to Perez’s employment at the CVC and MFD stations, by and through this PAGA Settlement Agreement (pertaining to claims in the Action brought under the Private Attorneys General Act, *Labor Code* § 2698 *et seq.*) and a separate Confidential Individual Settlement Agreement (pertaining to Perez’s individual claims in the Action).

D. The terms of this Agreement were reached in good faith and are the product of arms-length negotiations between the Parties, by and through their counsel of record in the Action, and in the course of a mediation conducted on March 3, 2021, and the ongoing communications through the mediator that followed thereafter (“Mediation”). Collectively, this Agreement and the Confidential Individual Settlement Agreement are intended to replace and supersede all prior agreements, understandings and/or term sheets entered into by the Parties in the course of the Mediation.

Accordingly, in consideration of the foregoing recitals and the promises, conditions and covenants hereinafter set forth, the Parties stipulate and agree, and request the Court’s approval of this settlement of all PAGA claims in the Action, as follows:

I. DEFINITIONS

In addition to other terms defined in this Settlement, the terms below have the following meaning in this Settlement:

A. “Action” means the civil action titled, “George Perez, an individual, for himself and on behalf of others similarly situated, Plaintiff, vs. Price Management, a

business entity of unknown form, Coast Village, Inc., a corporation, Mesa 76 L.P., a limited partnership, and Does 1 through 10, inclusive, Defendants,” pending before the Superior Court of California, County of Santa Barbara (the “Superior Court”), No. 20CV02348.

- B. “Complaint” means, collectively, the Complaint for Damages and Injunctive Relief filed by Plaintiff in the Action on July 17, 2020 and the First Amended Complaint for Damages and Injunctive Relief filed by Plaintiff in the Action on November 20, 2020.
- C. “Covered Period” means the period of time from April 28, 2019 through the pay period ending on March 28, 2021.
- D. “Hourly Wage Employee” means an employee who was paid an hourly wage and who worked at Coast Village Inc. or Mesa 76 L.P., during the Covered Period. The total number of Hourly Wage Employees who worked at Coast Village Inc plus the total number of Hourly Wage Employees who worked at Mesa 76, L.P. equals 80, including Plaintiff.
- E. “Effective Date” means the first date upon which all of the following events have occurred:
 - 1. this Agreement has been executed by all parties and their counsel;
 - 2. notice has been properly given by Plaintiff’s counsel to the California Labor & Workforce Development Agency (“LWDA”) of this Settlement, as required by PAGA;
 - 3. this Agreement has been approved by the Superior Court;
 - 4. notice has been properly given by Plaintiff’s counsel to the LWDA of the Court’s approval of the Settlement, as required by PAGA;
 - 5. the later of (a) if no motions for reconsideration and no appeals or other efforts to obtain review have been failed, the date sixty (60) days after the entry of the Final Order and Judgment; or (b) in the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Order and Judgment is filed, the date after the last date for filing a request for further review of the Final order and Judgment (whether by the Court, or any court with authority to review decisions of the Court), and no further review is requested or can be requested. In this regard, it is the intention of the Parties that the Effective Date of Settlement shall not be a date before (i) the Court’s order approving the Settlement has become completely final, and (ii) there is no timely recourse by any person who seeks to object to or otherwise contest the Settlement or the Final Order and Judgment.
- F. “Employees’ Share” means the portion of the payment from the Net Settlement Amount to be paid to all the Hourly Wage Employees under the Settlement. The Employees’ Share shall be Twenty-Five Percent (25%) of the Net Settlement Amount.
- G. “LWDA” means the California Labor and Workforce Development Agency.

- H. “LWDA Payment” means the portion of the payment from the Net Settlement Amount to be paid to the LWDA under the Settlement. The LWDA Payment shall be Seventy-Five Percent (75%) of the Net Settlement Amount.
- I. “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to the Hourly Wage Employees and to the LWDA after deduction for the Plaintiff’s Counsel Fees and Expenses Payment and the Settlement Administrator’s fees and expenses.
- J. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.*
- K. “PAGA Claims” means the Ninth Cause of Action for violation of the PAGA in Plaintiff’s Complaint and all such claims under PAGA that could have been asserted in the Action based on the allegations made therein.
- L. “Plaintiff’s Individual Claims” means the First through Eighth Causes of Action in Plaintiff’s Complaint.
- M. “Plaintiff’s Counsel” means the law firm James H. Cordes and Associates.
- N. “Plaintiff’s Counsel’s Fees and Expenses Payment” means the amount awarded to Plaintiff’s Counsel by the Court for their attorneys’ fees and expenses incurred to date in connection with the Action, including their pre-filing investigation, their commencement and prosecution of the Action and all related litigation activities, this Settlement (including documenting the Settlement, securing court approval of the Settlement, attending to the administration of the Settlement, and obtaining dismissal of the Action), and all post-Settlement compliance procedures.
- O. “Released Parties” means Channel Auto Services, L.P. (fictitious business name “Price Management”), Mesa 76 L.P. dba Mesa Fuel Depot, and Coast Village, Inc. dba Coast Village Chevron, and any of their former and present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns or legal representatives.
- P. “Released Claims” means any and all claims for civil penalties recoverable under Labor Code section 2699(a), whether known or unknown, that occurred during the Claim Period that are alleged or could have been brought based on the facts, allegations, claims, causes of action and/or legal theories described in the operative First Amended Complaint in the Action and/or the PAGA Notices submitted by Plaintiff to the LWDA, including, but not limited to, claims for civil penalties recoverable under Labor Code section 2699(a) due to: (a) failure to provide meal periods and/or pay meal period premium or penalty pay; (b) failure to authorize and permit rest periods and/or pay rest period premium or penalty

pay; (c) failure to pay minimum wages; (d) failure to pay overtime wages; (e) failure to pay for all time worked; (f) failure to pay timely pay wages upon termination; (g) failure to timely pay wages during employment; (h) failure to provide accurate, itemized wage statements; (i) failure to keep complete or accurate payroll records (collectively, the “Released Claims”). The release expressly excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, class claims, and PAGA claims outside of the PAGA Period.

- Q. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Superior Court to administer the Settlement.
- R. “Individual Settlement Share” means the portion of the Employees’ Share that each Hourly Wage Employee shall be paid under the Settlement.
- S. “Total Settlement Amount” means the total amount that Defendants will be obligated to pay in connection with this Settlement. The Total Settlement Amount is Forty Five Thousand Dollars and No Cents (\$45,000.00). The Total Settlement Amount will cover (a) the Employees’ Share, which is the sum total of all Individual Settlement Shares paid to Hourly Wage Employees pursuant to the Settlement; (b) the LWDA Payment; (c) the Plaintiff’s Counsel Fees and Expenses Payment; and (d) the Settlement Administrator’s fees and expenses.

II. PROCEDURAL HISTORY RELEVANT TO THE PAGA CLAIMS

- A. On April 28, 2020, Plaintiff served a letter on the LWDA and Price Management pursuant to California Labor Code §2699.3, to notify the LWDA of alleged violations by Defendants of Labor Code §§ 201-204, 210, 216, 225.5, 226, 226.7, 233, 246(a) 512, 558, 1102.5, 1198, and the Industrial Welfare Commission (“IWC”) Wage Order 11, section 11(A). The LWDA declined to investigate the alleged violations.
- B. On July 17, 2020, Plaintiff commenced the Action. The Complaint asserted the Plaintiff’s Individual Claims and PAGA Claims, as follows: (1) missed meal breaks, (2) missed rest breaks, (3) failure to pay reporting time wages, (4) violation of Labor Code §226, (5) violation of Labor Code §203, (6) violation of Labor Code §1102.5, (7) wrongful termination in violation of public policy, (8) unfair business practices (collectively, the Individual Claims) and (9) penalties under Labor Code §2699 (the PAGA Claims).
- C. On August 8, 2020, Defendants filed a demurrer alleging that Plaintiff did not allege sufficient facts to state a claim against any Defendant, that the use of the term “Defendants” makes the Complaint uncertain, and that Plaintiff failed to comply with the PAGA claim notice procedures as to Coast Village, Inc. and Mesa 76 L.P.
- D. On August 28, 2020, Plaintiff amended his PAGA claim via the LWDA website by

adding Coast Village, Inc. and Mesa 76 L.P. as defendants. Plaintiff served Coast Village, Inc. and Mesa 76 L.P.'s counsel with copies of the April 28, 2020 PAGA notice under cover letters addressed to Coast Village, Inc. and Mesa 76 L.P., respectively.

- E. On November 20, 2020, following the Court's ruling sustaining Defendants' demurrer to the Complaint with leave to amend, Plaintiff filed the First Amended Complaint, which is the operative complaint in the Action. The First Amended Complaint alleges the same causes of action as the original Complaint.
- F. On March 3, 2021, the Parties participated in a full-day mediation presided over by Hon. Joseph S. Biderman (Ret.). Although the Parties made progress, they did not reach a resolution of the Action by the end of this mediation session.
- G. On March 15, 2021, Plaintiff submitted a second amended PAGA claim notice via the LWDA website adding The Point Market as an alleged employer and asserting allegations pertaining to facilities where Plaintiff never worked. Plaintiff served Defendants with copies of the second amended PAGA notice via certified mail.
- H. Thereafter, the Parties continued mediation and settlement discussions through Hon. Joseph S. Biderman, pursuant to which the Parties reached an agreement to settle the Action in its entirety and all other matters covered by this Agreement. Any agreements, understandings, or representations between the Parties at the mediation or otherwise about settlement of the PAGA claims in the Action are hereby replaced and superseded by this Agreement.
- I. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff or the Hourly Wage Employees, or as an admission by Plaintiff that Defendants' defenses in the Action have merit. Defendants deny all of Plaintiff's material allegations and maintain they bear no liability to Plaintiff or any Hourly Wage Employee.
- J. On April 7, 2021, Plaintiff withdrew his second amended PAGA notice via the LWDA website. Plaintiff acknowledges and agrees that, by the withdrawal of his second amended PAGA notice, it was his intention to make the second amended PAGA notice null and void as if it had never been submitted to the LWDA. The Parties agree that, in an abundance of caution, they will not seek Court approval of this settlement until at least 65-days have elapsed from Plaintiff's withdrawal of this second amended PAGA notice, in order to ensure that no action will be taken based upon any new or additional facts asserted therein.

NOW THEREFORE, the Parties agree as follows:

///

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Total Settlement Amount.** Subject to court approval, the total settlement amount that Defendants will be obligated to pay in connection with this Settlement is Forty Five Thousand Dollars and No Cents (\$45,000.00). The Total Settlement Amount will cover (a) the Employees' Share, which is the sum total of all Individual Settlement Shares paid to Hourly Wage Employees pursuant to the Settlement; (b) the LWDA Payment; (c) Plaintiff's Counsel Fees and Expenses Payment; and (d) the Settlement Administrator's fees and expenses.
- B. **Net Settlement Amount.** The Net Settlement Amount is the amount from the Total Settlement Amount that is available for distribution as Individual Settlement Shares to Hourly Wage Employees and the LWDA after deduction for the Plaintiff's Counsel Fees and Expenses Payment and the Settlement Administrator's fees and expenses.
- C. **Payment of Net Settlement Amount.** The Individual Settlement Shares will be paid to Hourly Wage Employees, for which a Form 1099 will be issued to each Hourly Wage Employee to the extent required by applicable law. The LWDA Payment will be paid to the LWDA.

An Hourly Wage Employee's Individual Settlement Share will be paid to him or her in one check, accompanied by a cover letter in the form of Exhibit A to this Agreement.

- D. **Calculation of Penalty Settlement Shares.** Each Hourly Wage Employee's Individual Settlement Share will equal the ratio of (1) the number of pay periods in which the Hourly Wage Employee worked at least one shift at Coast Village, Inc. plus the number of pay periods in which the Hourly Wage Employee worked at least one shift at Mesa 76 L.P. (the "Individual Workweeks"), over (2) the total number of pay periods in which all Hourly Wage Employees worked at least one shift at Coast Village, Inc. plus the total number of pay periods in which all Hourly Wage Employees worked at least one shift at Mesa 76 L.P.
- E. **Payments.**
1. Within fourteen (14) days after the Effective Date, Defendants will deposit the Total Settlement Amount to a Qualified Settlement Fund established by the Settlement Administrator and provide to the Settlement Administrator a list containing the name, last known address, social security number and number of Individual Workweeks for each of the Hourly Wage Employees. The Settlement Administrator will confirm to Plaintiff's counsel the total number of Hourly Wage Employees and the Total Workweeks, but shall not disclose any individually identifiable information to Plaintiff's counsel.
 2. Within thirty (30) days after the Effective Date, the Settlement Administrator shall distribute the Individual Settlement Shares, the LWDA Payment, the Settlement Administrator's fees and expenses, and Plaintiff's

Counsel's Fees and Expenses. The Settlement Administrator shall be responsible for issuing IRS Form 1099 in connection with the Individual Settlement Share payments to the Hourly Wage Employees as may be required by applicable law.

3. The Settlement Administrator shall run a National Change of Address search prior to the initial mailing of Individual Settlement Share checks. For any Individual Settlement Share checks returned as non-deliverable, the Settlement Administrator shall perform a skip-trace to determine if a different address can be identified and re-mail the check. If a skip-trace does not yield a different address or if a re-mailed check is still returned as non-deliverable, the check shall be disposed of as if it is an uncashed Individual Settlement Share check, below.

F. Disposition of Uncashed Individual Settlement Share Checks. If an Individual Settlement Share check is not cashed within 60 days after it is mailed to the Hourly Wage Employee (or, 60 days after any re-mailing, if applicable), the Settlement Administrator shall submit the money represented by the check to the California State Controller's Office Unclaimed Property Fund.

G. **Process for Court Approval.**

1. The Parties will cooperate in seeking approval of the Settlement, including by drafting and filing a joint stipulation for approval (the "Joint Stipulation"). The Joint Stipulation will ask the Superior Court to (1) approve the Settlement; and (2) dismiss the Action with prejudice, each side to bear its own costs and attorneys' fees except as provided by this Agreement. Pursuant to Labor Code §2699(1)(2), the Settlement will be sent to the LWDA at the same time it is filed with the Superior Court by means of the notice prepared and submitted by Plaintiff's counsel.
2. The Parties will cooperate in the drafting and/or filing of any additional documents reasonably necessary to be prepared or filed and will take all steps that may be requested by the Superior Court relating to the approval and implementation of the Settlement.
3. The Parties acknowledge and agree that there is no statutory right for any Hourly Wage Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further acknowledge and agree that there is no right or opportunity for any Hourly Wage Employee to appeal the approval of the Settlement by the Superior Court.
4. If the Superior Court does not approve the Settlement without material modification, the Parties will meet and confer to address the Superior Court's concerns and determine whether resolution of the Action still can be obtained in a manner consistent with those concerns. If, after those efforts, the Superior Court still does not approve of the Settlement without

material modification, or if the Superior Court's final approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void. A modification of Plaintiff's Counsel's attorneys' fees and expenses will not be deemed a material modification of the Settlement.

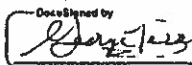
5. Pursuant to Labor Code §2699(1)(3), the Parties will submit to the LWDA a copy of the Superior Court's order approving the Settlement within 10 days after entry of the order.

- H. **Release of Claims by Plaintiff on behalf of the LWDA and Hourly Wage Employees.** It is the desire of Plaintiff, individually and on behalf of the LWDA and all Hourly Wage Employees, and Defendants, to fully, finally and forever settle, compromise and discharge the PAGA claims asserted in the Action. Upon entry of the order approving the Settlement, in exchange for the consideration set forth in this Agreement, Plaintiff, individually and in his capacity as a private attorney general for and proxy or agent of (i) the LWDA, as the real party in interest, and (ii) any persons purporting to act on its behalf, shall fully release and discharge the Released Parties from any and all Released Claims for the entire Claim Period. This release shall be binding on the LWDA, any persons purporting to act on its behalf, and all Hourly Wage Employees, including each of their respective attorneys, agents, spouses, executors, representatives, guardians ad litem, heirs, successors, and assigns, and shall inure to the benefit of the Released Parties, who shall have no further or other liability or obligation to the LWDA, any persons purporting to act on its behalf, or any PAGA Member with respect to the Released Claims, except as expressly provided herein.
- I. **Confidentiality Preceding Court Approval.** Prior to filing of the Joint Stipulation, Plaintiff and his attorneys will not issue any press or other media releases or have any communication with the press or media or anyone other than family members, clients, Hourly Wage Employees, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Joint Stipulation, Plaintiff or his attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Defendants may rescind the Settlement, rendering it null and void.
- J. **No Assistance with Future Action or Proceeding.** Plaintiff agrees and understands that, except as may be required by subpoena, court order, or other force of law, Plaintiff will not in any way assist or encourage any individual or entity in commencing or prosecuting any action or proceeding, or in any way participate or cooperate in any such action or proceeding, including any trial, pretrial preparation, or prelitigation fact-gathering connected with any and all matters arising from any event that has occurred up to the present time.
- K. **Fair, Adequate, and Reasonable Settlement.** The Parties agree that the

Settlement is fair and reasonable and will so represent to the Court.

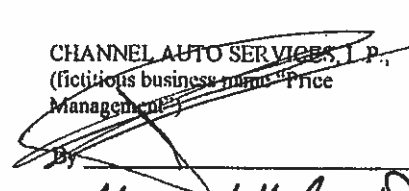
- I. **Admissibility of Agreement.** Notwithstanding any privilege applicable to settlement or mediation proceedings, this Agreement may be introduced into evidence to prove the fact and terms of the Settlement.
- M. **No Admission of Liability.** Neither this Agreement nor any other documents prepared in connection with this Settlement are in any way an admission of liability by Defendants or any other party.
- N. **Waiver of Appeals.** The Parties waive all appeals from the final approval of the Settlement unless the Superior Court materially modifies the Settlement, except that Plaintiff and Plaintiff's Counsel may appeal from an order by the Superior Court that reduces the amounts sought for the Plaintiff's Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff to avoid the Settlement. Defendants' payment obligations under the Settlement will be suspended pending an appeal of the Judgment.

8/23/2021
Dated: August 23, 2021

DocuSigned by

GEORGE PEREZ ("Perez")

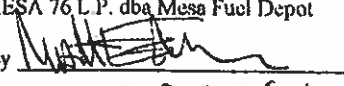
Dated: August 25, 2021

CHANNEL AUTO SERVICES, L.P.,
(fictitious business name "Price
Management")

By 
Its Manager of the General Partner

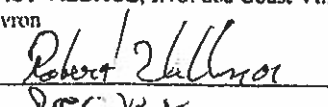
Dated: August 24, 2021

MESA 76 L.P. dba Mesa Fuel Depot

By 
Its manager of the Geni partner

Dated: August 25, 2021

COAST VILLAGE, INC. dba Coast Village
Chevron

By 
Its President

APPROVED AS TO FORM:

Dated: August __, 2021

JAMES H. CORDES AND ASSOCIATES

By: _____
James H. Cordes, Esq.
Attorneys for Plaintiff GEORGE PEREZ

Dated: August 26, 2021

K.P. ROBERTS & ASSOCIATES, A PROF. LAW
CORP

By:  _____
Ryan P. Tish, Esq.
Attorneys for Defendants CHANNEL AUTO
SERVICES LP (erroneously sued as "Price
Management"), COAST VILLAGE, INC., MESA 76
L.P., and THE POINT MARKET

APPROVED AS TO FORM:

Dated: August 19, 2021

JAMES H. CORDES AND ASSOCIATES

By: Angelica Caro

Angelica J. Caro, Esq.

Attorneys for Plaintiff GEORGE PEREZ

Dated: August __, 2021

K.P. ROBERTS & ASSOCIATES, A PROF. LAW
CORP

By: _____

Ryan P. Tish, Esq.

Attorneys for Defendants CHANNEL AUTO
SERVICES LP (erroneously sued as "Price
Management"), COAST VILLAGE, INC., MESA 76
L.P., and THE POINT MARKET

EXHIBIT A

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE OF CLAIMS

George Perez v. Price Management, et al.
Superior Court of California, County of Santa Barbara
Case No. 20CV02348

<<DATE>>

<< FIRST & LAST NAME>>

<<ADDRESS>>

<<CITY, STATE ZIP>>

Dear <<INSERT FIRST & LAST NAME>>,

Pursuant to the Superior Court of California, County of Santa Barbara, Order dated <<DATE OF COURT APPROVAL ORDER>>, enclosed is your payment from the settlement of the lawsuit entitled *George Perez v. Price Management, et al.*, Superior Court of California, County of Santa Barbara, Case No. 20CV02348 (the “Lawsuit”).

George Perez (“Perez”) filed the Lawsuit against Defendants Channel Auto Services, L.P. (fictitious business name “Price Management”), Mesa 76 L.P. and Coast Village, Inc. (collectively referred to herein as “Defendants”) alleging a claim for penalties under the California Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) for alleged violations of the California Labor Code, in addition to other claims held individually by Mr. Perez. By way of his claim under PAGA, Perez is seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other similarly situated aggrieved employees. The claim in the Lawsuit under PAGA was brought on behalf of Mr. Perez and all current and former hourly-paid, non-exempt employees who were employed by Defendants at the gas stations located at 1085 Coast Village Road in Santa Barbara, California and 1929 Cliff Drive in Santa Barbara, California at any time from April 28, 2019 through the pay period ending March 28, 2021 (the “aggrieved employees”). You have been identified as an eligible alleged aggrieved employee in this time period.

Defendants deny Mr. Perez’s claims in their entirety and deny that any penalties are owed. In an effort to avoid the expense of protracted litigation, Defendants and Mr. Perez reached a resolution of the claims alleged in the Lawsuit. As part of this resolution, Defendants agreed to attribute a certain amount to resolve the PAGA claims alleged. The Court has not made a determination about Mr. Perez’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims.

The Superior Court of California, County of Santa Barbara, approved the settlement on <<DATE OF COURT APPROVAL ORDER>>. Pursuant to the PAGA, 75% of PAGA penalties are paid to

the State of California, and the remaining 25% of the PAGA penalties are paid directly to the alleged “aggrieved employees” who worked during the relevant time period. Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each aggrieved employee at either of the two gas stations divided by the total number of pay periods worked by all aggrieved employees at both gas stations for the period of April 28, 2019 through March 28, 2021 (the “PAGA Period”). You worked <<INSERT PAY PERIODS WORKED>> pay periods during the PAGA Period. The total amount of pay periods worked by all aggrieved employees is <<INSERT TOTAL PAY PERIODS>>.

The enclosed check is your portion of the settlement. Settlement checks will be null and void 60 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller’s Unclaimed Property Fund in the name of the PAGA Members whose checks were not delivered or cashed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

You will receive an IRS 1099 Form for this payment amount if required by applicable law. You should seek the advice of a tax professional for any tax issues or questions related to this payment. Defendants will not retaliate against, or take any other negative action against, any employee who cashes the settlement check.

In exchange for the payments, the settlement releases claims against Channel Auto Services, L.P. (fictitious business name “Price Management”), Mesa 76 L.P. dba Mesa Fuel Depot, and Coast Village, Inc. dba Coast Village Chevron, and any of their former and present parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors and assigns, as well as all past and present officers, directors, employees, partners, shareholders and agents, attorneys, insurers, and any other successors, assigns or legal representatives, from any and all claims for civil penalties recoverable under Labor Code section 2699(a), whether known or unknown, that occurred during the Claim Period that are alleged or could have been brought based on the facts, allegations, claims, causes of action and/or legal theories described in the operative First Amended Complaint in the Action and/or the PAGA Notices submitted by Plaintiff to the LWDA, including, but not limited to, claims for civil penalties recoverable under Labor Code section 2699(a) due to: (a) failure to provide meal periods and/or pay meal period premium or penalty pay; (b) failure to authorize and permit rest periods and/or pay rest period premium or penalty pay; (c) failure to pay minimum wages; (d) failure to pay overtime wages; (e) failure to pay for all time worked; (f) failure to pay timely pay wages upon termination; (g) failure to timely pay wages during employment; (h) failure to provide accurate, itemized wage statements; (i) failure to keep complete or accurate payroll records (collectively, the “Released Claims”). The release expressly excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, class claims, and PAGA claims outside of the PAGA Period. Both you and the LWDA will be bound by the release.

The pleadings and other records in this litigation, including the Settlement Agreement, may be examined online for a fee through the Court’s website. You may also inspect the files (including the full Settlement Agreement) at the Office of the Court Clerk located at 1100 Anacapa Street, Santa Barbara, California 93121. You may contact <<SETTLEMENT ADMINISTRATOR>> toll free at

<<SETTLEMENT ADMINISTRATOR'S PHONE NUMBER>> with any questions.

**PLEASE DO NOT CONTACT THE COURT OR THE JUDGE WITH ANY
QUESTIONS ABOUT THE LAWSUIT OR THE SETTLEMENT.**

1 **PROOF OF SERVICE**

2 I am over the age of 18 years, and not a party to the cause. My business address is 831
3 State Street, Suite 205, Santa Barbara, California 93101.

4 On August 26, 2021, I delivered the following document(s):

5 **STIPULATION OF SETTLEMENT AND [PROPOSED] ORDER APPROVING
6 SETTLEMENT OF PLAINTIFF'S CLAIM FOR PAGA PENALTIES**

7 to the addressee(s) as follows:

8 Ryan P. Tish, Esq.
9 Kenneth P. Roberts, Esq.
10 K.P. Roberts & Associates, A Professional
11 Law Corporation
12 6355 Topanga Canyon Boulevard, Suite 403
13 Woodland Hills, CA 91367
14 *rtish@kprlawinc.com*
15 *kroberts@kprlawinc.com*

16 **By Personal Service.** I personally delivered the documents to the person(s) listed
17 above by delivery to the attorney or at the attorney's office by leaving the documents in an
18 envelope or package clearly labeled to identify the attorney being served with a receptionist or an
19 individual in charge of the office.

20 **By United States Mail.** I enclosed the documents in a sealed envelope or
21 package addressed to the person(s) listed above and placed the envelope for collection and
22 mailing, following our ordinary business practices. I am readily familiar with this business'
23 practice for collecting and processing correspondence for mailing. On the same day that
24 correspondence is placed for collection and mailing, it is deposited in the ordinary course of
25 business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I
26 am a resident or employed in the county where the mailing occurred. The envelope or package
27 was placed in the mail at Santa Barbara, California.

28 **By Overnight Delivery.** I enclosed the documents in an envelope or package
provided by an overnight delivery carrier and addressed to the person(s) listed above. I placed
the envelope or package for collection and overnight delivery at an office or a regularly utilized
drop box of the overnight delivery carrier.

XXX By E-mail or Electronic Transmission. Based on a court order or an agreement
of the parties to accept service by e-mail or electronic transmission, I caused the documents to be
sent to the person(s) at the e-mail addresses listed above. I did not receive, within a reasonable
time after the transmission, any electronic message or other indication that the transmission
was unsuccessful.

I certify and declare under penalty of perjury under the laws of the State of California that
the foregoing is true and correct. Executed August 26, 2021 at Lompoc, California.

[ELECTRONICALLY SIGNED]

/s/ *Angelica J. Caro*
ANGELICA J. CARO

(Proof of Service)