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6

7 Attorneys for Plaintiff,
RICHARD MACARIO SALAZAR
8

9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN BERNARDINO, CIVIL JUSTICE CENTER**
11

12 RICHARD MACARIO SALAZAR, an
individual,

13
14 Plaintiff,

15 vs.

16 CS INVESTIGATIVE SERVICES, INC. AND
17 SAM EL-SAID,

18 Defendants.
19
20

Case No. CIVDS2013046

Assigned to Hon. Janet Frangie in Dept. S29

**DECLARATION RE: CONTINUED
HEARING ON MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Date: June 9, 2021

Time: 9:00 a.m.

Dept.: S29

Action Filed: June 22, 2020

Trial Date: None set

21
22 **DECLARATION OF BRUCE T. MURRAY**

23 I, Bruce T. Murray, declare as follows:

24 1. I am an attorney at law duly licensed to practice before the State Courts of California,
25 and the attorney of record for Plaintiff in the above-entitled action.

26 2. I have personal knowledge of all facts contained within this declaration, except those
27 that are stated upon information and belief.

28 3. If called to testify to any fact contained within this declaration, I would and could be

1 competent to do so.

2 4. At the May 6, 2021 hearing on the parties' Motion for Approval of PAGA Settlement,
3 the Honorable Janet Frangie informed the parties that they needed to narrow the scope of the release
4 in paragraph 2 of the PAGA settlement to only those PAGA claims that were actually alleged in the
5 Complaint. Counsel for both parties agreed to amend paragraph 2 of the PAGA release so that only
6 those claims that were plead in the Complaint would be released.

7 5. The Court continued the hearing on approval of the PAGA settlement to June 9, 2021 at
8 9:00 a.m. and directed counsel is to file a supplemental declaration attaching the revised PAGA release
9 and a proposed order.

10 6. The Court noted that if the declaration and proposed order were submitted within 10 days
11 of the hearing, the Court may grant the Motion without any need to appear for a hearing.

12 7. Subsequent to the hearing, the Private Attorneys General Act Settlement Agreement and
13 Limited Release of Claims was revised to narrow the PAGA released claims to only alleged violations
14 of California Labor Code Sections 201, 202, 203, 226, 510, 558, 1174 and 1197, which are all alleged
15 in the PAGA cause of action of Plaintiffs' Complaint.

16 8. On May 13, 2021, the parties fully executed the revised version of the Private Attorneys
17 General Act Settlement Agreement and Limited Release of Claims.

18 9. Attached is a true and correct copy of the revised Private Attorneys General Act
19 Settlement Agreement and Limited Release of Claims is attached hereto as Exhibit 1.

20 10. Filed concurrently herewith is a proposed Order granting approval of PAGA settlement.

21 11. A true and correct copy of a proposed Order granting approval of PAGA settlement is
22 attached hereto as Exhibit 2.

23 12. Finally, on May 21, 2021, I submitted a copy of this declaration on the LWDA's online
24 portal.

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

27 Dated: May 21, 2021

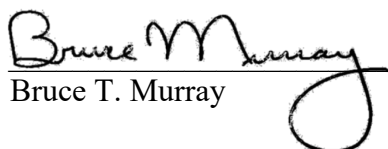
28 By: 
Bruce T. Murray

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND LIMITED RELEASE OF CLAIMS

This Labor Code Private Attorneys General Act of 2004 (“PAGA”) Settlement Agreement and Limited Release of Claims (“PAGA Settlement Agreement”) is entered into by and between RICHARD MACARIO SALAZAR (“Plaintiff”), on behalf of himself, all other allegedly Aggrieved Employees (as defined below), and the State of California on the one hand, and CS INVESTIGATIVE SERVICES, INC., (“CSIS”) and SAM EL-SAID (“EL-SAID”) (collectively “Defendants”) on the other hand. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

1. **Recitals.** This PAGA Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of CSIS. Plaintiff was employed by CSIS from approximately October 2019 to approximately March 27, 2020;

(b) On or about April 9, 2020, Plaintiff filed a PAGA complaint letter (pursuant to Cal. Labor Code 2699, et seq.) with the California Labor and Workforce Development Agency (“LWDA”) with a copy to Defendants, thereby alleging various violations of Labor Code during Plaintiff’s employment with Defendants (“LWDA Letter”). Aggrieved Employees as used herein shall mean any employee of Defendants who has worked for Defendants at any time between April 9, 2019 to the Effective Date and who was alleged to have not been paid overtime, not furnished an accurate wage statement or not paid all wages immediately upon discharge during that time period.

(c) On June 23, 2020, Plaintiff brought an action concerning Plaintiff’s employment with CSIS, including the termination of that employment which is pending as RICHARD MACARIO SALAZAR v. CS INVESTIGATIVE SERVICES, INC.; SAM EL-SAID, and Does 1 through 20 inclusive, San Bernardino County Superior Court Case No. CIVDS2013046 (the “Action”). In the Action, Plaintiff asserts claims for (i) FAILURE TO FURNISH ITEMIZED WAGE STATEMENTS IN VIOLATION OF LAB. CODE §226 (ii) CIVIL PENALTIES IN VIOLATION OF LAB. CODE §2699 ET SEQ, and (iii) RETALIATION IN VIOLATION OF LAB. CODE §1102.5; Defendants dispute and deny any and all wrongdoing, liability, and damages;

(d) There has been no determination on the merits of the Action but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve all claims, including PAGA claims for recovery of penalties against the Defendants, both known and unknown, as of the date of execution of this PAGA Settlement Agreement.

(e) The Parties have entered into two separate Settlement Agreements – the first, this instant PAGA Settlement Agreement to be submitted via Motion for approval by the Court, and the second Individual Settlement Agreement to dispose of Plaintiff’s individual claims as asserted in the Action.

(f) In order to facilitate final settlement of this matter, the Parties agree to cooperate in preparation for filing a Joint Motion by the Parties for Approval of PAGA Settlement Agreement, the [Proposed] Order (“PAGA Joint Motion and Order”), and supporting declarations with the San Bernardino County Superior Court. Plaintiff shall file a dismissal with prejudice of the entire Action in the Court following the Court’s approval of the PAGA Joint Motion and Order, and Defendants making all required payments under this PAGA Settlement Agreement and the associated Individual Settlement Agreement.

(g) The Parties understand, acknowledge, and agree that the PAGA Settlement Agreement constitutes a compromise of Plaintiff’s PAGA representative claims, including claims for penalties, and that it is the desire and intention of the Parties to affect a final and complete resolution of the Action including all representative claims pursuant to the PAGA that Plaintiff, State of California, and/or the alleged Aggrieved Employees may have against Defendants for PAGA penalties. The Parties acknowledge that Plaintiff has no capacity to resolve individual claims on behalf of the other alleged Aggrieved Employees and that neither this PAGA Settlement Agreement nor the associated Individual Settlement Agreement resolve any claims the Aggrieved Employees may have on an individual basis.

(h) The Parties believe, agree and thereon allege that this PAGA Settlement Agreement provides for a reasonable resolution of the PAGA Claims that accomplishes the deterrent purposes of the PAGA, and have arrived at the settlement in extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

2. **Non-admission of Wrongdoing.** The Parties agree that neither this PAGA Settlement Agreement, nor the Individual Settlement Agreement, nor the furnishing of the consideration for this PAGA Settlement Agreement shall not in any way be construed as an admission by Defendants that they, or any of the Released Parties, acted wrongfully or failed to act lawfully with respect to Plaintiff or any other person, or that Plaintiff has any rights whatsoever against Defendants or any of the Released Parties. Rather, Defendants, on behalf of themselves and the Released Parties, specifically deny and disclaim any liability for any alleged wrongful acts or omissions against Plaintiff or any other person. Neither this PAGA Settlement Agreement nor anything in it shall be admissible in any proceeding as evidence of any unlawful or wrongful conduct by Defendants or any of the Released Parties. The Parties agree that this PAGA Settlement Agreement is the result of a compromise within the provisions of California Evidence Code Sections 1152 and 1154 and Rule 408 of the Federal Rules of Evidence

3. **Consideration.**

(a) In consideration of claims made under the California Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §§ 2698 *et seq.*, parties will jointly request that the Court approve allocation of TWO THOUSAND FIVE-HUNDRED DOLLARS (\$2,500.00) (“PAGA Settlement Sum”) to the PAGA claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and Workforce Development Agency (“LWDA”) and twenty-five percent (25%) will be distributed to alleged Aggrieved Employees. Plaintiff will not oppose this request.

Defendants shall make payment of PAGA Settlement Sum within 30 days of Court’s approval of the PAGA Settlement.

The foregoing amount shall be distributed by Defendants as follows:

A. 75% to the LWDA; and

B. 25% distributed to all Aggrieved Employees proportionately based on the number of pay periods that they were subjected to a violation of either Labor Code section 510, 226 (a) or 201. . Defendants shall also mail notice of settlement along with the settlement checks to all Aggrieved Employees who are eligible to receive payment pursuant to the terms of the instant PAGA Settlement Agreement. Defendants shall notify and confirm to the Court and Plaintiff’s counsel in writing within five (5) days of submitting the 75% to LWDA and mailing the settlement checks to Aggrieved Employees that said checks have been submitted.

C. In the event that any government agency (including without limitation IRS, or Franchise Tax Board) determines that additional taxes, interest and/or penalties are owed with respect to the payments made pursuant to this Agreement, then such taxes, interest and/or penalties typically assessed against an employer shall be borne by Defendants and taxes, interest and/or penalties typically borne by an employee shall be borne by the aggrieved employees who have actually received funds hereunder. Any liability for taxes, interest and/or penalties attributed to the Aggrieved Employees shall be several and based only on the amount of money each such Aggrieved Employee has actually received hereunder.

(b) This PAGA Settlement Agreement is conditioned on the Court approving the Parties’ PAGA Joint Motion and executing the Order proposed therewith.

The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and concluded by Defendants paying the PAGA Settlement Sum pursuant to the terms and conditions

of this PAGA Settlement Agreement and for the consideration set forth herein, and the additional consideration paid to Plaintiff pursuant to the Parties' separate Individual Settlement Agreement.

NOW, THEREFORE, in consideration of the covenants herein set forth, the Parties hereto agree as follows:

1. Effective Date:

The effective date of the release of Claims in the Action shall be the date the Court approves this PAGA Settlement Agreement ("Effective Date").

2. Limited Release

Upon the Effective Date, Plaintiff, individually and on behalf LWDA, and all other allegedly Aggrieved Employees, hereby voluntarily and knowingly releases and forever discharges any and all claims seeking civil penalties under the California Labor Code predicated on the PAGA Claims asserted in the Action, during the PAGA Timeframe against Defendants. Namely, claims asserted under California Labor Code Sections 201, 202, 203, 226, 510, 558, 1174, and 1197. The "PAGA Timeframe" is defined as the period of April 9, 2019 to the Effective Date.

The releases herein shall not apply to any subsequent breach of the provisions of this PAGA Settlement Agreement.

3. Court Approval

Should the Court not approve this PAGA Settlement Agreement, the Parties shall request leave of court, engage in further settlement negotiations to resolve the Action, and work jointly to attempt to remedy the PAGA Settlement Agreement to obtain the Court's approval. In such a case, this Agreement shall be automatically null and void, and a new agreement shall be negotiated by the Parties.

4. Assignment of Claims

Plaintiff hereby represents and warrants that he has not heretofore assigned or transferred or purported to assign or transfer to anyone or any entity, any claims, assertions of claims, demands, actions, causes of action, or suits based upon, arising out of, pertaining to, concerning or connected with any matters herein released, specifically the PAGA Claims.

5. Voluntary Agreement

The Parties expressly declare and represent that they have read this PAGA Settlement Agreement and have consulted with counsel, or had the opportunity to consult with counsel, regarding the meaning of the provisions, terms, and conditions contained herein. The Parties further expressly declare and represent that they fully understand the content and effect of the

PAGA Settlement Agreement, and that they approve and accept the terms and conditions contained herein, and that the PAGA Settlement Agreement is executed freely and voluntarily.

6. Binding Effect

The PAGA Settlement Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, LWDA, and the allegedly Aggrieved Employees, and their respective legal successors, heirs, administrators, executors, assigns, and each of them.

7. Attorney's Fees and Costs

Each Parties shall bear their own attorney's fees and costs, unless otherwise specified herein.

8. Severability

If any non-material provision, term, section, or paragraph of the PAGA Settlement Agreement shall be found to be invalid, illegal or unenforceable, all remaining provisions, terms, sections, or paragraphs shall continue in full force and effect and remain binding on all parties. If any provision, term, section or paragraph of the PAGA Settlement Agreement is determined to be unenforceable, such provision, term, section or paragraph shall be modified so that the unenforceable provision, term, section or paragraph is enforceable to the greatest extent possible while maintaining the objective intent of the PAGA Settlement Agreement.

9. Modifications

The PAGA Settlement Agreement may be amended only by a written instrument executed by all Parties hereto.

10. Governing Law

The PAGA Settlement Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law. The Superior Court of California, San Bernardino County shall retain jurisdiction over the PAGA Settlement Agreement. This shall not be deemed a waiver of Defendants' position that the forum selection clause in Plaintiff's employment contract is binding and enforceable as to Plaintiff.

11. Counterparts and Execution

The PAGA Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument. Parties' signatures sent via PDF through email shall be considered original signatures and enforceable for all purposes, including but not limited to a motion to enforce the PAGA Settlement Agreement pursuant to California Code of Civil Procedure Section 664.6.

12. Enforceability

The Parties specifically agree that (i) the PAGA Settlement Agreement is subject to disclosure in enforcement proceedings; (ii) the PAGA Settlement Agreement is binding and enforceable; (iii) all the material terms of the PAGA Settlement Agreement are set forth herein; (iv) the PAGA Settlement Agreement is enforceable under California Code of Civil Procedure section 664.6, and the Superior Court of California, San Bernardino County, upon motion of either party, Court may enter judgment pursuant to the terms hereof; (v) neither party shall oppose a motion under California Code of Civil Procedure section 664.6 to enter judgment pursuant to the terms of the PAGA Settlement Agreement on the grounds that the PAGA Settlement Agreement is confidential or otherwise privileged; and (vi) all Parties specifically waive any confidentiality privilege that may apply to the PAGA Settlement Agreement. The Parties agree and jointly request that the Court presiding over the Action retain continuing jurisdiction over the Parties to enforce the terms of the PAGA Settlement Agreement and carry its provisions into effect.

13. Integration Clause

The PAGA Settlement Agreement sets forth the entire understanding of the Parties in connection with the resolution of the PAGA Claims. None of the Parties hereto has made any statement, representation, or warranty related to the PAGA Claims, except as expressly set forth herein, which has been relied upon by the other Party or which served as an inducement for the other Party to enter into the PAGA Settlement Agreement. The Parties acknowledge that they have concurrently entered into a separate Individual Settlement Agreement that resolves claims other than the PAGA Claims. Nothing in the PAGA Settlement Agreement may be altered or amended in any respect except by a writing executed by all of the Parties hereto.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute the PAGA Settlement Agreement and Release as of the date set forth below.

14. Unclaimed Funds

Civil penalties checks returned as undeliverable after mailing and checks remaining uncashed for more than 180 days after issuance, will be tendered to the State Controller's Office pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et. seq.* for the benefit of and in the name(s) of the Aggrieved Employees to whom the checks were issued but whom did not cash the checks. The unclaimed checks shall remain in the unclaimed property fund in the name of the Aggrieved Employee until such time that they claim their property (the Individual PAGA Payment), or the property is otherwise disposed of pursuant the Unclaimed Property Laws.

SIGNATURE PAGE TO FOLLOW

RICHARD MACARIO SALAZAR, Plaintiff

Executed on May May 12, 2021


Richard Salazar (May 12, 2021 07:26 PDT)

RICHARD MACARIO SALAZAR

CS INVESTIGATIVE SERVICES, INC.

Executed on May ____, 2021

By: _____

Name: _____

Title: _____

SAM EL-SAID, Defendant

Executed on May ____, 2021

By: _____

SAM EL-SAID, individually

PAGA SETTLEMENT AGREEMENT

Page 7 of 7

RICHARD MACARIO SALAZAR, Plaintiff

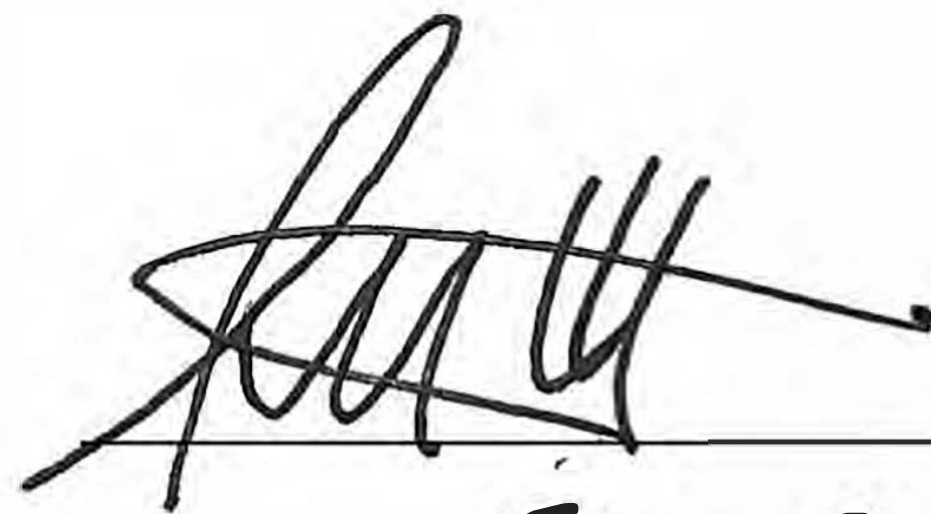
Executed on May____, 2021

RICHARD MACARIO SALAZAR

CS INVESTIGATIVE SERVICES, INC.

Executed on May 13, 2021

By:



Name: SAM EL-SAID

Title: PRESIDENT

SAM EL-SAID, Defendant

Executed on May 13, 2021

By:



SAM EL-SAID, individually

PAGA Settlement Agreement v2

Final Audit Report

2021-05-12

Created:	2021-05-11
By:	Bruce Murray (btm@pimentellaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABQGbGU3HTzSS7FZgxjPFO9FYhYI2FSW3

"PAGA Settlement Agreement v2" History

-  Document created by Bruce Murray (btm@pimentellaw.com)
2021-05-11 - 2:20:32 AM GMT- IP address: 24.180.55.149
-  Document emailed to Richard Salazar (rickyprince2013@gmail.com) for signature
2021-05-11 - 2:22:01 AM GMT
-  Email viewed by Richard Salazar (rickyprince2013@gmail.com)
2021-05-12 - 2:04:39 PM GMT- IP address: 47.150.188.73
-  Document e-signed by Richard Salazar (rickyprince2013@gmail.com)
Signature Date: 2021-05-12 - 2:26:52 PM GMT - Time Source: server- IP address: 47.150.188.73
-  Agreement completed.
2021-05-12 - 2:26:52 PM GMT

EXHIBIT 2

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IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO, JUSTICE CENTER

RICHARD MACARIO SALAZAR, an
individual,

Plaintiff,

vs.

CS INVESTIGATIVE SERVICES, INC. AND
SAM EL-SAID,

Defendants.

Case No. CIVDS 2013046

Assigned to Hon. Janet M. Frangie in Dept. S29

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Action Filed: June 23, 2020
Trial Date: None

The matter having come regularly for hearing on April 6, 2021 in Dept. S29 of the above-entitled Court and having considered the records and files in this action, and the oral and documentary evidence presented at hearing on Plaintiff's Motion, along with the Private Attorneys General Act Settlement Agreement and Limited Release of Claims (the "Settlement Agreement") submitted therewith, and good cause appearing, the Court hereby GRANTS Plaintiff's Motion for Approval of PAGA Settlement ("Motion"), subject to the following findings and orders:

- a) Pursuant to Labor Code § 2699(1)(2), the Court has reviewed the Settlement Agreement

1 and finds the proposed settlement of PAGA claims to be fair and reasonable. All defined
2 terms contained herein shall have the same meanings as set forth in the Settlement
3 Agreement executed by the Parties and filed with this Court.

4 b) The Court approves the Settlement Agreement and confirms the release and waiver of
5 claims provided therein. Upon entry of this Order, the Parties shall effectuate and act in
6 accordance with all terms of the Settlement Agreement.

7 c) Pursuant to the terms of the Settlement Agreement, the Court approves the PAGA
8 Payment in the amount of \$2,500.00. 75% of the PAGA Payment will be allocated and
9 paid to the California Labor and Workforce Development Agency. 25% of the PAGA
10 Payment will be allocated and distributed equally amongst the two alleged aggrieved
11 employees identified in Plaintiff's Motion and as set forth in the Settlement Agreement.

12 d) The PAGA action is hereby DISMISSED WITH PREJUDICE in its entirety. Pursuant to
13 C.C.P. §664.6, this Court shall have and retain continuing jurisdiction over this action to
14 enforce the terms of the parties' agreement. Both parties shall bear their own costs and
15 fees. The dismissal does not extend to or otherwise affect the ability of an aggrieved
16 employee to bring individual, non-representative claims against the defendant for alleged
17 violations of the Labor Code.

18 e) Pursuant to Labor Code § 2699(1)(3), Plaintiff shall submit a copy of this Order to the
19 LWDA within 10 days of entry of this Order.

20 **IT IS SO ORDERED.**

21
22 Dated: _____

23 _____
24 THE HONORABLE JANET M. FRANGIE
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 30 N. Raymond Ave., Suite 210, Pasadena, CA 91103.

On May 21, 2021, I served the foregoing document described as **DECLARATION RE: CONTINUED HEARING ON MOTION FOR APPROVAL OF PAGA SETTLEMENT** on the interested parties in this action as follows: rbidgoli@irvinelawgroup.com

☐ By placing true copies enclosed in a sealed envelope addressed to each addressee as follows:

☒ Electronically to from my email address, BTM@PimentelLaw.com on the persons identified below at the following electronic service address:

Irvine Law Group
Rod Bidgoli, Esq.
2090 N. Tustin Avenue, Suite 250A
Santa Ana, CA 92705

*Counsel for Defendants CS Investigative
Services, Inc. and Sam El-Said*

☐ BY MAIL:

☐ I deposited each envelope in the mail at Pasadena, California, with postage thereon fully prepaid.

☐ I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses above. I placed the envelope or package for collection and overnight delivery at an office or regularly utilized drop box of the overnight delivery carrier.

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

Bruce T. Murray



Executed on May 21, 2021 at Pasadena, California.