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Attorneys for Plaintiff ADAN VASQUEZ

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

ADAN VASQUEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

GITIBIN & ASSOCIATES, INC. d/b/a GO
RENTALS, a California corporation; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 20VECV00834

*[Assigned for All Purposes to Hon. Huey P. Cotton,
Dept. A]*

**DECLARATION OF SCOTT M. LIDMAN
IN SUPPORT OF PLAINTIFF'S
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT AWARD**

Date: August 10, 2021

Time: 8:30 a.m.

Dept.: A

Reservation ID: 963555490023

Complaint Filed: August 3, 2020

Trial Date: None Set

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Adan Vasquez ("Plaintiff") in the above-captioned matter. I am a member in good
4 standing of the bar of the State of California and am admitted to practice in this Court. I have personal
5 knowledge of the facts stated in this declaration and could testify competently to them if called upon to
6 do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law
9 firm of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on employment
11 litigation. In September 1998, I began working as an associate attorney at the international law firm of
12 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm
13 in the world exclusively devoted to representing management in employment, employee benefits and
14 labor law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
16 was at the time one of the largest international firms in the world. During my employment at Jones
17 Day, I worked exclusively in the labor and employment department. In or around 2003, I went to work
18 at the law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In
19 2008, I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the
20 end of 2017, I practiced exclusively labor and employment law, with a strong emphasis and most of my
21 time working on wage and hour class actions venued in both state and federal courts. During that time
22 and my legal career in general, I also worked on a number of single and multi-plaintiff wage and hour
23 matters as well.

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In
26 particular, I received a wide-array of wage and hour class action experience performing the following
27 types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court
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1 to federal court; drafting and responding to written discovery; drafting and opposing discovery related
2 motions; arguing discovery related motions; drafting motions to consolidate related matters;
3 interviewing putative class members and obtaining declarations in connection with class certification;
4 drafting oppositions to motions for class certification; drafting motions for decertification following
5 class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted
6 claims, the likelihood of prevailing at class certification and potential damages resulting from such
7 claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named
8 plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions
9 of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and
10 hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a
11 matter through and beyond class certification. I also supervised the work of several junior attorneys
12 who were staffed on the same wage and hour class actions.

13 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
14 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 15 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
16 States District Court, Central District of California, Honorable Gary Klausner,
17 presiding¹.
- 18 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California
19 Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 20 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
21 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 22 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
23 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.
- 24 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
25 United States District Court, Central District of California, Honorable Percy
26 Anderson, presiding.

27
28 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
2 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 3 ▶ *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
4 States District Court, Central District of California, Honorable Percy Anderson,
5 presiding.
- 6 ▶ *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
10 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 11 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
12 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 13 ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
14 KSC, United States District Court, Southern District of California.⁴
- 15 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
16 of Solano, Honorable Paul Berman, presiding.
- 17 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
18 Superior Court, County of Orange, Honorable William Claster, presiding.
- 19 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
20 Superior Court, County of Orange, Honorable William Claster, presiding.
- 21 ▶ *Sierra v. Oakley, Inc.*, Case No. 13-cv-00319-AG-JPR, United States District
22 Court, Central District of California, Honorable Andrew Guilford, presiding.⁵
- 23
- 24
- 25

26 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal
27 and the California Supreme Court.

28 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

⁵ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

- 1 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
2 States District Court, Central District of California, Honorable Margaret Morrow,
3 presiding.
- 4 ▶ *Cordova v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
5 States District Court, Central District of California, Honorable Margaret Morrow,
6 presiding.
- 7 ▶ *Khelghatian v. Comerica Bank, et al.*, Case No. 11-cv-7689-DSF-FFMx, United
8 States District Court, Southern District of California, Honorable John A.
9 Houston, presiding.
- 10 ▶ *Babasa v. Comerica Bank, et al.*, Case No. 11-cv-0595-JAH-BGS, United States
11 District Court, Central District of California, Honorable Margaret Morrow,
12 presiding.
- 13 ▶ *Bernal v. Comerica Bank, et al.*, Case No. 11-cv-01298-JAH-BGS, United States
14 District Court, Central District of California, Honorable Margaret Morrow,
15 presiding.
- 16 ▶ *Khalili v. Comerica Bank, et al.*, Case No. 09-cv-08905-MMM-PLAx, United
17 States District Court, Northern District of California.
- 18 ▶ *Granata v. Comerica Bank, et al.*, Case No. 37-2011-00086316-CU-OE-CTL,
19 California Superior Court, County of San Diego, Honorable Jeffrey B. Barton,
20 presiding.
- 21 ▶ *Mathews v. Comerica Bank, et al.*, Case No. 111CV194781, California Superior
22 Court, County of Santa Clara.
- 23 ▶ *Gallegos v. Comerica Bank, et al.*, Case No. BC455515, California Superior
24 Court, County of Los Angeles, Honorable Terry Green, presiding.
- 25 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
26 Court, County of San Francisco.

1 ► *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
2 Court, Northern District of California, Honorable Richard Seeborg, presiding.

3 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
4 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily
5 wage and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder
6 of Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
7 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-
8 five (65) wage and hour class actions filed in State courts throughout California, with several of them
9 having been removed to Federal courts. I believe that my professional experience renders me more than
10 qualified to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum
11 wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens
12 of wage and hour cases throughout my career involving similar claims, including the wage and hour
13 class actions identified above, I have litigated similar claims from both plaintiff and defense
14 perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments
15 that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and
16 arguments in support and in opposition to class certification. Consequently, I am able to appreciate the
17 significant risks, uncertainties, and delay involved in wage and hour class action litigation.

18 8. I have been appointed Class Counsel in *Guardado v. Wesley Allen, Inc.*, Case No.
19 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
20 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
21 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
22 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge William
23 Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412, California Superior
24 Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina v. Mader News, Inc.*,
25 Case No. BC685960, California Superior Court, County of Los Angeles, Honorable Judge Yvette M.
26 Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California
27 Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; Rodriguez

1 v. H.F. Cox, Inc., Case No. BC653164, California Superior Court, County of Los Angeles, Honorable
2 Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California
3 Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v.*
4 *Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside,
5 Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No.
6 BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley
7 presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court,
8 County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Coffee and Cabral v. Flyers*
9 *Transportation, LLC.*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento,
10 Honorable Judge Alan G. Perkins presiding; *Guzman v. Century Blinds, Inc.*, Case No. RIC1723654,
11 California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Acuna v.*
12 *Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles,
13 Honorable Judge David S. Cunningham presiding, and *Contreras v. Worldwide Flight Services, Inc.*,
14 Case No. 2:18-cv-06036-PSG-SS, United States District Court, Central District of California,
15 Honorable Judge Philip S. Gutierrez presiding.

16 9. As co-lead counsel for Plaintiff, I have been intimately involved in every aspect of this
17 case from its inception through the present, and I believe that the proposed Settlement is a reasonable
18 result for the Aggrieved Employees.

19 10. According to its website, Gitibin & Associates, Inc. d/b/a Go Rentals (“Go Rentals” or
20 “Defendant”) is it is an elite car rental service company and is the only car rental company catering to
21 the private jet industry and fine hotels.

22 11. On May 27, 2020, Plaintiff provided written notice to the LWDA and Go Rentals
23 asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the
24 California Labor Code including: (i) failure to provide all legally required meal periods; (ii) failure to
25 authorize and permit all legally required rest periods; (iii) failure to pay all overtime wages owed, (iv)
26 failure to provide accurate, itemized wage statements; (v) failure to maintain accurate records; (vi)
27 failure to pay all earned wages at least twice during each calendar year; and (vii) failure to pay all
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1 wages owed upon termination of employment. A true and correct copy of the LWDA letter is attached
2 hereto as **Exhibit 1**. On August 3, 2020, Plaintiff filed a representative action complaint against Go
3 Rentals, which asserted a sole claim for civil penalties under PAGA on behalf of himself and other
4 non-exempt employees of Go Rentals working in California. On October 27, 2020, Plaintiff filed a
5 First Amended Representative Action Complaint (“FAC”) removing the allegations regarding
6 Defendant’s fictitious business name. Then, on December 14, 2020, pursuant to the Court’s order
7 granting Defendant’s Motion to Strike Portions from Plaintiff’s FAC, Plaintiff filed a Second Amended
8 Representative Action Complaint (“SAC”), which is the operative Complaint in this Action. Shortly
9 thereafter, the Parties agreed to attend private mediation.

10 12. After the Parties agreed to attend mediation, and in response to Plaintiff’s Counsel’s
11 informal discovery requests, Go Rentals provided Plaintiff’s Counsel with substantial information and
12 documents pertaining to Plaintiff and other Aggrieved Employees in order for Plaintiff’s Counsel to
13 investigate Plaintiff’s allegations and value the PAGA claim including, without limitation, the
14 employee handbook, payroll records, timekeeping records and other pertinent documents relevant to
15 the claims at issue.

16 13. On April 12, 2021, the Parties participated in a full-day mediation with Tripper Ortman,
17 Esq., a respected wage and hour class and representative action mediator. In connection with
18 mediation, Go Rentals provided Plaintiff with a sampling of timekeeping records and payroll data as
19 well as its wage and hour policies and other relevant documents and information for the underlying
20 claims, including the number of aggrieved employees as well as the number of relevant pay periods.
21 Plaintiff conducted an analysis of the payroll data and time records produced by Go Rentals to calculate
22 the potential exposure for each of Plaintiff’s claims. After the detailed review of the sampling of
23 payroll and time records and other documents and policies produced by Go Rentals, Plaintiff’s Counsel
24 drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff’s
25 case. This discovery allowed the parties to assess the merits and value of Plaintiff’s claims and
26 defenses thereto, if a settlement could not be reached.

14. During mediation, the Parties vigorously debated their opposing legal positions and the likelihood of Plaintiff's ability to proceed on a representative basis. Although the Parties were unable to reach a settlement at the mediation, the Parties continued to engage in settlement discussions with the assistance of the mediator. Ultimately, the Parties reached a settlement, the terms of which were subsequently finalized in writing in the months that followed. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 2**. The Proposed Notice of PAGA Settlement and Release of Claims is attached as Exhibit A to the Settlement.

15. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount:	\$135,000.00⁶
Minus Court-approved attorneys' fees (1/3):	\$45,000.00
Minus Court-approved attorneys' costs:	\$13,545.25
Minus Court-approved enhancement award:	\$5,000.00
Minus settlement administrator costs:	\$2,500.00
Net Settlement Amount:	\$68,954.75
Net Settlement Amount:	\$68,954.75
75% to LWDA	\$51,716.06
25% to Aggrieved Employees	\$17,238.69

Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days of the Effective Date.⁷ See Settlement, ¶ III.2.

⁶ As of June 11, 2021, Defendant represents there are an estimated 4,049 pay periods worked by the Aggrieved Employees during the period of April 6, 2019 through June 11, 2021. If the number of pay periods worked by aggrieved employees during this period is more than 10% greater than this figure, Defendant agrees to either (a) increase the Gross Settlement Amount on a proportional basis (i.e., if there was a 15% increase in the number of pay periods worked by aggrieved employees during the PAGA Period, Defendant would increase the Gross Settlement Amount by 15%) or (b) revise the end date of the PAGA period to the date that the pay periods increased more than 10% greater than this 4,049 pay periods figure. See Settlement, ¶ III.3.

⁷ "Effective Date" means the date upon entry of an Order by the Court approving the Settlement, and, that the time to challenge any aspect of the Settlement by appeal has lapsed, provided that no such appeal has been filed, or, if any such appeal is filed, the date after a final resolution of all appeals that results in the upholding of the Settlement. Settlement, ¶ I.6.

1 16. According to Go Rentals, there are approximately 155 Aggrieved Employees defined
2 as all current and former hourly, non-exempt employees of Defendant Gitibin & Associates, Inc. d/b/a
3 Go Rentals who worked in California at any time from April 6, 2019 through the date the Court grants
4 approval of this Settlement. *See* Settlement, ¶ I.2. The Aggrieved Employees, including Plaintiff,
5 worked a total of approximately 4,049 pay periods between April 6, 2019 through June 11, 2021. *See*
6 Settlement, ¶ III.3. The Aggrieved Employees' share will be divided on a pro-rata basis among all
7 Aggrieved Employees, based on the proportional number of pay periods worked by each Aggrieved
8 Employee during the PAGA Period. The average payment to an Aggrieved Employee is estimated to
9 be \$111.22.

10 17. As described in the accompanying Motion for approval, Plaintiff alleges that he and
11 other Aggrieved Employees did not receive all meal and rest breaks that they were entitled to and did
12 not receive all overtime wages owed. Specifically, Plaintiff alleges that he and other Aggrieved
13 Employees were not provided all required meal periods due to Go Rentals' meal period policies and
14 practices which fail to provide a 30-minute uninterrupted meal period prior to the end of the fifth hour
15 of work. As a result of the work demands imposed by Go Rentals, Plaintiff and other Aggrieved
16 Employees often received late, short, missed, or otherwise unlawful meal periods. Based on the records
17 and information produced by Go Rentals in connection with mediation, approximately 1,597 bi-weekly
18 pay periods during the relevant time period contain at least one meal period premium payment. Further,
19 based on the data provided by Go Rentals, Plaintiff was unable to determine the amount of distinct
20 meal period premium payments made, and how to many employees they were paid. As such, Plaintiff
21 could not calculate Go Rentals' exposure for the subsequent violation rate. Accordingly, pursuant to
22 Labor Code section 558, Plaintiff calculated Go Rentals' exposure at \$79,850.00 (1,597 x \$50 initial
23 violation).

24 18. Go Rentals counters that it has always provided non-exempt employees with an
25 opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in
26 employee timekeeping records were solely the result of employee choice, rather than any policy or
27 practice of Go Rentals. It also points out that it is only required to "provide" the opportunity to take
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1 meal periods, not “ensure” meal periods are taken, and it has always done so. Go Rentals further
2 contends it paid its non-exempt employees meal period premiums when a meal period was not provided
3 and paid 1,597 meal period premiums during the relevant time period, negating an imposition of civil
4 PAGA penalties. Lastly, Go Rentals contends that the Court would use its discretion provided for in
5 the PAGA to reduce the maximum penalty exposure due to its good faith efforts to comply with
6 applicable law. In light of these defenses, Plaintiff discounted the maximum recovery on this claim by
7 20% to account for the risk that Go Rentals could prevail in its defenses, to arrive at a projected total
8 of \$63,880.00.

9 19. Plaintiff also alleges that he and other Aggrieved Employees were not authorized and
10 permitted to take all legally complaint rest periods. Specifically, Plaintiff alleges that due to the work
11 demands imposed by Go Rentals, Plaintiff and other Aggrieved Employees were not authorized and
12 permitted paid rest periods for every four hours worked, or *major fraction thereof*. As such, pursuant
13 to Labor Code section 558, Plaintiff calculates a rest period violation for each of the 3,656 pay periods
14 in the relevant time period. Accordingly, Plaintiff calculates Go Rentals’ exposure as follows:
15 \$357,850 ((155 x \$50 initial violation) + (3,501 x \$100 subsequent violations)).

16 20. Go Rentals contends it has always maintained and enforced lawful rest period policies
17 and practices, and that Plaintiff and other non-exempt employees were authorized and permitted to
18 take all off-duty rest periods in compliance with California law. Go Rentals also contends that Plaintiff
19 could not recover the \$100 civil penalty for “subsequent violations” because it did not have notice of
20 any initial violation. Lastly, Go Rentals contends that the Court would use its discretion provided for
21 in the PAGA to reduce the maximum penalty exposure due to its good faith efforts to comply with
22 applicable law. Given these defenses, Plaintiff discounted the maximum recovery on this claim by
23 40% to account for the risk that Go Rentals could prevail in its defenses, to arrive at a projected total
24 of \$225,510.00.

25 21. Plaintiff alleges that Go Rentals failed to properly compensate Aggrieved Employees
26 all their overtime wages owed. Specifically, other non-exempt employees received non-discretionary
27 bonuses, including but not limited to performance bonuses and/or other forms of pay not excludable as
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1 a matter of law when calculating an employee's regular rate (hereinafter the aforementioned forms of
2 pay are collectively referred to as "Incentive Pay"). Despite Go Rentals' payment of Incentive Pay to
3 its non-exempt employees, Go Rentals failed to include all forms of Incentive Pay when calculating
4 their regular rate of pay, thereby causing its non-exempt employees to be underpaid all their overtime
5 wages. Accordingly, to the extent that Go Rentals' payment of Incentive Pay resulted in unpaid
6 overtime wages, pursuant to Labor Code § 558 (civil penalties only, and not unpaid wages per *Lawson*),
7 using only the "initial" penalty for each violation, Plaintiff calculated Go Rentals' maximum exposure
8 at \$294,000.00 (2,944 pay periods x \$100 initial violation).

9 22. Go Rentals counters that Aggrieved Employees received all overtime wages to which
10 they were entitled. Go Rentals also contends that any payments of Incentive Pay to non-exempt
11 employees were included in the regular rate for purposes of overtime wages. Furthermore, Go Rentals
12 contends that the Court would use its discretion provided for in the PAGA to reduce the maximum
13 penalty exposure due to its good faith efforts to comply with applicable law. In light of these defenses,
14 Plaintiff discounted the maximum recovery on this claim by 40% to account for the risk that Go Rentals
15 could prevail in its defenses, to arrive at a projected total of \$176,640.00.

16 23. Additionally, Plaintiff alleges that as a result of its failure to pay all meal and rest period
17 premium wages and failure to pay all overtime wages owed to Aggrieved Employees, Go Rentals failed
18 to timely pay its employees all wages owed during their employment pursuant to Labor Code 204.
19 Accordingly, pursuant to Labor Code §210, Plaintiff calculated Go Rentals' maximum exposure at
20 \$715,700.00 ((155 x \$100 initial violation) + (3,501 x \$200 subsequent violation)).

21 24. Go Rentals contends that Plaintiff could not recover the \$200 civil penalty for
22 "subsequent violations" because it did not have notice of any initial violation. Additionally, Go Rentals
23 contends that the Court would use its discretion provided for in the PAGA to reduce the maximum
24 penalty exposure due to its good faith efforts to comply with applicable law. In light of these defenses,
25 Plaintiff discounted the maximum recovery on this claim by 90% to account for the risk that Go Rentals
26 could prevail in its arguments, to arrive at a projected total of \$71,570.00.

1 25. Plaintiff alleges that Go Rentals is also liable for waiting time penalties as a result of its
2 failure to pay all meal and rest period premiums and its failure to pay all overtime wages. From the
3 records produced by Go Rentals in connection with mediation, there were 99 former employees.
4 Accordingly, Plaintiff estimates Go Rentals' maximum exposure at \$9,900.00 ((\$100 x 99 (former
5 employees))).

6 26. Go Rentals contends that due to its defenses to Plaintiff's underlying claims, waiting
7 time penalties are not available in connection with the alleged failure to pay all meal and rest period
8 premiums and failure to pay all overtime wages, and that it paid their employees all final wages due in
9 good faith. Further, Go Rentals contends that a PAGA civil penalty for failure to pay all wages owed
10 upon termination is a one-time event based on one alleged violation of Labor Code §§ 201-203, and
11 not for every pay period within the PAGA period. As such, Plaintiff discounted the exposure by 10%
12 for a projected total recovery of \$8,910.00.

13 27. Using these estimated figures for each of the claims described above, Plaintiff predicted
14 the realistic total recovery for the Aggrieved Employees if they succeeded on all of their allegations
15 would be approximately \$546,510.00. The proposed settlement of \$135,000.00 therefore represents
16 approximately 24.7% which avoids the risks of proceeding through trial.

17 28. My firm and co-counsel's firms request one-third of the GSA (currently estimated at
18 \$45,000.00) in attorneys' fees, and a total of \$13,545.25 (including costs associated with filing the
19 instant motion) in litigation costs. This fee request is consistent with my firm and co-counsel's
20 experience in similar wage-and-hour class and PAGA matters. My firm and/or co-counsel's firm
21 conducted extensive legal research regarding the merits of Plaintiff's claims, Plaintiff's ability to
22 recover penalties under the PAGA, and Defendant's potential defenses. My firm and/or co-counsel's
23 firm also conducted significant research and analysis of data and information produced informally prior
24 to mediation, prepared an exposure analysis for PAGA penalties, and engaged in weeks of settlement
25 negotiations through the assistance of Mr. Ortman. My firm and/or co-counsel's firm also expended
26 significant additional effort in preparing subsequent settlement documents, Plaintiff's Opposition to
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Defendant's Motion to Strike Portions from Plaintiff's FAC, this Motion for settlement approval, and supporting declarations, and will oversee the settlement administration process.

29. My experience in matters similar to this one was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and federal law, as well as the procedural law of class action litigation. This case involved nuanced legal issues regarding both substantive and procedural law, including complex issues with respect to unlawful meal and rest period practices and the propriety of statutory penalties.

30. My law firm and co-counsel's firm maintain contemporaneous or records of our hours worked on this case by billing our time in increments of one-tenth (1/10) of an hour into a timekeeping system. I access the timekeeping system regularly for purposes of assessing the number of attorney and paralegal hours worked for each case that my law firm handles. I relied on the contemporaneously-kept timekeeping records for this case to prepare this declaration.

31. Plaintiff's Counsel have a lodestar of \$138,942.50 without the use of any multiplier, which is approximately 3.08 times *more* than the \$45,000.00 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (23rd Year Attorney)	\$750	77.5	\$58,125.00
Elizabeth Nguyen (16th Year Attorney)	\$650	36.2	\$23,530.00
Paul K. Haines (15th Year Attorney)	\$650	25	\$16,250.00
Romina Tamiry (2nd Year Attorney)	\$295	126	\$37,170.00
Paralegals	\$175	22.1	\$3,867.50

1 **Total Lodestar**

\$138,942.50

2
3 32. My proposed hourly rate of \$750, Ms. Nguyen's proposed hourly rate of \$650, Mr.
4 Haines' proposed hourly rate of \$650, and Ms. Tamiry's proposed hourly rate of \$295 are reasonable
5 in light of our respective skills, wage and hour class action litigation experience, reputation, and fee
6 awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are
7 in line with the *Laffey Matrix*, a true and correct copy of which is attached hereto as **Exhibit 3**.

8 33. The attorneys' fee award requested is consistent with those routinely awarded by
9 California superior courts. California superior courts frequently grant common fund awards of 33%.
10 *See, e.g., Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, fn. 11 (2008); *see also, In re Pacific*
11 *Enterprises Securities Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award); *Chavez v.*
12 *Saticoy Lemon Ass'n*, Case No. 56-2015-00468600-CU-OE-VTA, 2015 WL 5561118 (Ventura Cty.
13 Super. Ct., Aug. 29, 2015) (approving attorneys' fees of one-third of settlement fund in representative
14 PAGA settlement).

15 34. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of
16 the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct.,
17 Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film*
18 *Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, Los Angeles Sup. Ct.,
19 Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August
20 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008,
21 Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct.,
22 January 15, 2014, Case No. 26-56886 (40%).

23 35. Being a private law practice my firm can only properly litigate a limited number of
24 cases at one time. The professional demands of this case were significant, including a significant
25 number of hours of attorney and paralegal time. This litigation precluded my firm from other
26 employment due to the time and financial commitments required by the case. Indeed, because my firm
27
28

1 takes on cases on a purely contingency fee, we are only compensated for our time if we successfully
2 settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

3 36. Plaintiff has provided written approval of the split of attorneys' fees in this action:
4 46.5% to Haines Law Group, APC, 31% to Lidman Law, APC, and 22.5% to Michael Burgis &
5 Associates, PC. Michael Burgis & Associates, PC is the referring attorney.

6 37. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm
7 dedicated substantial resources to this litigation, including expending a total of \$13,545.25 (including
8 approximately \$125 in anticipated costs for filing fees, service and messenger fees, courtesy copy
9 deliveries, postage fees, and/or costs for future court appearances) in litigation costs, without receiving
10 any compensation to date. A true and correct copy of my firm's and my co-counsel's firm's costs
11 summary in this matter is attached hereto as **Exhibit 4**. My office and co-counsel conducted legal
12 research regarding the merits of Plaintiff's claims, the ability to recover penalties under the PAGA,
13 and Go Rentals' potential defenses. My office also analyzed the data and information produced
14 informally prior to mediation, prepared an exposure analysis on the PAGA penalties, and engaged in
15 weeks of settlement negotiations through the assistance of the mediator. Plaintiff's Counsel also
16 expended significant additional effort in preparing subsequent settlement documents, Plaintiff's
17 Opposition to Defendant's Motion to Strike Portions from Plaintiff's FAC, this Motion for settlement
18 approval, and supporting declarations, and will oversee the settlement administration process. Given
19 the considerable potential for adverse outcomes in this case, the contingent risk borne by Plaintiff's
20 Counsel was great.

21 38. Plaintiff also seeks an enhancement award of \$5,000.00, which is reasonable given
22 Plaintiff's efforts in this case and the risks he undertook on behalf of the Aggrieved Employees.
23 Plaintiff provided substantial factual information and documents to my firm and co-counsel's firm,
24 and attended multiple meetings. Plaintiff has also worked closely with my firm, made himself available
25 whenever he was needed, and answered all of my questions about his employment and responded to
26 all questions that I had as various issues arose. Further, Plaintiff put his future employment prospects
27 at risk by becoming an aggrieved employee representative, as the fact that he filed a lawsuit "is
28

searchable on the internet and may become known to prospective employers when evaluating” them for employment.

39. Although the parties had not yet engaged in substantial formal discovery, the parties did commit to an extensive exchange of informal documents and information in association with mediation. Preparation for trial remained for the parties as well as the prospect of appeals in the wake of a summary judgment ruling for either party. As a result, the parties would incur considerably more attorneys’ fees and costs through trial. This settlement avoids those risks and the accompanying expense.

40. I will have my office submit the proposed Settlement and instant motion seeking approval of the settlement to the LWDA pursuant to Labor Code § 2699(1)(2) after the instant motion is filed and will file a supplemental proof of service after the proposed Settlement has been submitted to the LWDA.

41. On February 12, 2021, Plaintiff submitted a copy of the SAC to the LWDA via its website. A true and correct copy of the email confirming Plaintiff’s submission of the SAC to the LWDA is attached hereto as **Exhibit 5**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 15, 2021, at El Segundo, California.



Scott M. Lidman

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

222 N. SEPULVEDA BOULEVARD, SUITE 1550, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

May 27, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN

RECEIPT REQUESTED

Gitibin & Associates, Inc. dba Go Rentals
c/o Keykavous Gitibin, Agent for Service of Process
22 Cape Andover
Newport Beach, CA 92660

Re: *Adan Vasquez v. Gitibin & Associates, Inc. d/b/a Go Rentals*

To Whom It May Concern:

Please be advised that this law firm represents Adan Vasquez in claims arising from his employment with Gitibin & Associates, Inc. d/b/a Go Rentals (“Defendant”). Mr. Vasquez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an “aggrieved employee” should be considered to include all current and former non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the present date.

Defendant did (and continues to do) business as an elite car rental service company providing car rental services during the time period relevant to this action to customers throughout California. Mr. Vasquez was employed by Defendant as an hourly, non-exempt employee from on or about July 25, 2019 through on or about July 31, 2019, at which time he voluntarily separated his employment with Defendant. During his employment with Defendant, Mr. Vasquez was a Driver/Detailer.

Throughout his employment, Mr. Vasquez was not provided all required meal periods due to Defendant’s meal period policies and practices which fail to provide uninterrupted, duty-free 30-minute meal periods when employees work in excess of 5.0 hours in a day. Specifically, Mr. Vasquez was not provided uninterrupted, duty-free 30-minute meal periods prior to the start of the fifth hour of work. Mr. Vasquez was unable to take a legally compliant first meal period because of the heavy work demands imposed by Defendant which prevented him from taking a legally compliant meal period.

Although Defendant paid Mr. Vasquez a meal period premium when he was not provided a legally compliant meal period, the extra hour of pay does not excuse the violation for failing to provide a compliant break in the first instance; and Defendant has still committed a violation even if the 226.7 remedy for the violation has been paid. The California Supreme Court’s statement in *Kirby v. Immoos Fire Protection, Inc.* (2012) 53

Cal.4th 1244, 1256 supports this by saying that “section 226.7 does not give employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour of pay.” (emphasis in original). *See also Wert v. U.S. Bancorp* (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4 [finding that payment of premiums does not absolve a defendant of PAGA liability for failing to provide the breaks in the first instance); *see also Tenorio v. Gallardo*, No. 116CV00283DADJLT, 2019 WL 338220, at *8 (E.D. Cal. Jan. 28, 2019) (court held that plaintiffs are entitled to both statutory and civil penalties for the same violation of the California Labor Code); *Jones v. Spherion Staffing LLC*, No. LA CV11-06462 JAK, 2012 WL 3264081, at *8 (C.D. Cal. Aug. 7, 2012) (agreeing with *Kirby*, the court reasoned that even if the employee agreed to work through a required break in exchange for one hour of pay, and if the extra pay were provided to the employee and recorded on the employee's wage statement, the employee would nonetheless have a claim pursuant to section 226.7. Accordingly, because the employer cannot remedy a section 226.7 violation by compensating the employee, the wrongdoing by the employer is more than the failure to pay wages; it is a failure to ensure the employee's health and wellbeing through reasonable working conditions); *Hildebrandt v. TWC Admin. LLC*, No. EDCV1302276JGBDTBX, 2015 WL 12911754, at *16 (C.D. Cal. Mar. 18, 2015) (Defendants' payment of meal break premiums does not entitle Defendants to summary judgment on Plaintiffs' claim for untimely or missed meal breaks).

In addition, throughout Mr. Vasquez's employment with Defendant, Mr. Vasquez was not authorized and permitted to take legally required rest periods due to Defendant's unlawful rest period policies and practices. Defendant's rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, or *major fraction thereof*. Specifically, as a result of the work demands imposed by Defendant, Mr. Vasquez was often not authorized and permitted to take his rest periods.

Further, in *Huff v. Securitas Security Services* 23 Cal. App. 5th 745, 757 (2018), the court held employees may bring suits under the PAGA for Labor Code violations not personally affecting the named employees, as long as other employees experienced the violations. As such, the fact that other non-exempt employees were not being properly compensated for all of their overtime hours worked, Mr. Vasquez seeks to represent them. Specifically, other non-exempt employees received non-discretionary bonuses, including but not limited to performance bonuses and/or other forms of pay not excludable as a matter of law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as “Incentive Pay”). Despite Defendant's payment of Incentive Pay to its non-exempt employees, Defendant failed to include all forms of Incentive Pay when calculating their regular rate of pay, thereby causing its non-exempt employees to be underpaid all of their required overtime wages. Rather, Defendant's non-exempt employees were only paid one and a half times (or two times in the case of double-time hours) their base hourly rate, which was not equal to their regular rate, as Defendant failed to include the various forms of Incentive Pay earned during corresponding time periods that were required to be included in the regular rate.

As a result, Defendant failed to provide Mr. Vasquez and other non-exempt employees with accurate, itemized wage statements, in violation of Labor Code section

226. Further, the wage statements Defendant provided to their employees identified “Go Rentals” and failed to identify the name of the legal entity that is the employer, in violation of California law.

As a further result, Defendant failed to pay all wages owed to Mr. Vasquez upon his separation of employment from Defendant.

Based on the foregoing, Mr. Vasquez seeks to represent himself and all other aggrieved employees, as defined by Labor Code section 2699(c), in order to recover civil penalties as amended by Labor Code section 2669(f).

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 (“Wage Order 9”):

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Vasquez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 9, § 11. Specifically, due to the work demands imposed by Defendant, Defendant had a policy and practice of not providing a timely first meal period. As a result, Mr. Vasquez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”) Further, Defendant’s payment of any meal period premiums does not absolve Defendant of PAGA liability for failing to provide the meal periods in the first instance.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Vasquez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 9, § 12. As a result, Mr. Vasquez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Overtime Violations

As alleged above, despite Defendant’s payment of Incentive Pay to its non-exempt employees, Defendant failed to include all forms of Incentive Pay when calculating their

regular rate of pay, thereby causing the non-exempt employees to be underpaid all of their required overtime wages. Defendant was required to pay its non-exempt employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. See Labor Code §§ 1194(a) and 1198; the Wage Order 9, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked.”

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Vasquez and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all overtime wages earned, the name of the legal entity that is the employer, and total gross and net wages earned, in violation of Labor Code § 226 *et seq.* Defendant’s failure to furnish Mr. Vasquez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages earned, and deprived them of the information necessary to identify discrepancies in Defendant’s reported data.

Failure to Pay All Wages Upon Termination

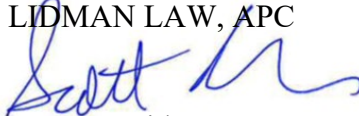
Defendant failed to timely pay Mr. Vasquez all of his final wages at the time of termination, which include, among other things, underpaid meal and rest period premium wages. Further, Mr. Vasquez is informed and believes, that as a matter of uniform policy and practice, Defendant continues to fail to pay other aggrieved employees all earned wages, including overtime wages, at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendant’s failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendant’s willful failure to timely pay Mr. Vasquez and other aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an “aggrieved employee,” Mr. Vasquez will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Vasquez own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Vasquez and other aggrieved employees;
- b) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Vasquez and other aggrieved employees;
- c) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay other aggrieved employees all overtime compensation earned;
- d) Defendant violated Labor Code § 226 by failing to furnish Mr. Vasquez and other aggrieved employees with accurate and compliant itemized wage statements;
- e) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Vasquez and other aggrieved employees;
- f) Defendant violated Labor Code § 204 by failing to pay Mr. Vasquez and other aggrieved employees all earned wages at least twice during each calendar month; and
- g) Defendant violated Labor Code § 203 by failing to pay Mr. Vasquez and other aggrieved employees for all wages owed at the time of their termination of employment.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT 2

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Agreement”) is made and entered into between Plaintiff Adan Vasquez (“Plaintiff”), acting in a Private Attorney General capacity, and Defendant Gitibin & Associates, Inc. d/b/a Go Rentals (“Defendant”).

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “Action” means Plaintiff’s Lawsuit, brought under the Private Attorneys’ General Act of 2004 (“PAGA”) pursuant to California Labor Code section 2699, *et seq.* alleged in the case entitled *Adan Vasquez v. Gitibin & Associates, Inc. d/b/a Go Rentals*, Los Angeles County Superior Court, Case No. 20VECV00834.

2. “Aggrieved Employees” means all current and former hourly, non-exempt employees of Defendant Gitibin & Associates, Inc. d/b/a Go Rentals who worked in California at any time from April 6, 2019 through the date the Court grants approval of this Settlement.

3. “Defendant” means Gitibin & Associates, Inc. d/b/a Go Rentals.

4. “Complaint” means the Second Amended Representative Action Complaint entitled *Adan Vasquez v. Gitibin & Associates, Inc. d/b/a Go Rentals*, Los Angeles County Superior Court, Case No. 20VECV00834, filed on December 14, 2020.

5. “Court” means the Superior Court of California for the County of Los Angeles.

6. “Effective Date” means the date upon entry of an Order by the Court approving this Agreement, and, that the time to challenge any aspect of the Agreement by appeal has lapsed, provided that no such appeal has been filed, or, if any such appeal is filed, the date after a final resolution of all appeals that results in the upholding of the Agreement.

7. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

8. “LWDA” means the California Labor and Workforce Development Agency.

9. “Gross Settlement Amount” is the non-reversionary sum of One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00), which represents the total amount payable under this Settlement by Defendant (unless the Gross Settlement Amount is increased pursuant to Paragraph III.3. below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s Counsel’s fees and costs, payment of Plaintiff’s enhancement award, and payment to the Settlement Administrator for administration costs.

10. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Plaintiff’s Counsel’s fees up to one-third of the Gross Settlement Amount (currently estimated at \$45,000.00 including one-third of any increase to the Gross Settlement Amount pursuant to Paragraph III.3 below); (b) Plaintiff’s verified costs up to

\$20,000.00; (c) Plaintiff's enhancement award in an amount not to exceed \$5,000.00; and (d) administration costs in an amount not to exceed \$2,500.00.

11. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

12. "PAGA Period" means the time period from April 6, 2019 through the date the Court grants approval of this Settlement.

13. "Released Parties" means Defendant and its predecessors, franchisees, successors and assigns, parent corporations, subsidiary corporations, affiliates, insurers, reinsurers and the officers, directors, shareholders, partners, employees, independent contractors, attorneys and agents, past or present, of each of the aforesaid entities/individuals, heirs, executors, administrators, assigns, attorneys and agents, and all persons acting under, by, through, or in concert with any of them.

14. "PAGA Released Claims" means any and all claims, rights, demands, liabilities and causes of action for: civil penalties under Plaintiff's Cause of Action for violations of the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.* pled in the Second Amended Complaint in the Action; or civil penalties under Plaintiff's Cause of Action for violations of the PAGA that could be brought based on the factual allegations in Second Amended Complaint in the Action, that arose during the PAGA Period, including any related claims for attorneys' fees, costs, or interest resulting therefrom ("Released Claims"). As this Agreement involves a settlement for civil penalties only and recoverable under the PAGA, the Released Claims herein does not release the Released Parties from any individual wage and hour liability belonging exclusively to the Aggrieved Employees.

15. "Parties" mean Plaintiff and Defendant, collectively.

16. "Plaintiff" means Adan Vasquez.

17. "Plaintiff's Counsel" means Scott M. Lidman, Elizabeth Nguyen, Milan Moore, and Romina Tamir of Lidman Law, APC; and Paul K. Haines of Haines Law Group, APC.

18. "Settlement Administrator" means Phoenix Class Action Administrators.

II. RECITALS

1. Plaintiff's single cause of action for civil penalties under the PAGA alleged on behalf of the Aggrieved Employees is based on Defendant's alleged failure to: (1) provide legally compliant meal periods, in violation of Labor Code sections 226.7, 512, and 558 and the Industrial Welfare Commission Wage Orders; (2) permit and authorize compliant rest periods, in violation of Labor Code sections 226.7, 516, and 558 and the Industrial Welfare Commission Wage Orders; (3) failure to pay all overtime wages owed, in violation of Labor Code sections 204, 510, 558, and 1194 and the Industrial Welfare Commission Wage Orders; (4) failure to maintain accurate records, in violation of Labor Code section 1174; (5) failure to timely pay wages during employment, in violation of Labor Code section 204; and (6) pay all wages due upon termination of employment, in violation of Labor Code section 203.

2. On May 27, 2020, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to the PAGA stemming from alleged violations of the California Labor Code described in Paragraph 1 above.

3. On August 3, 2020, after exhausting his administrative remedies, Plaintiff filed in the Action a representative action complaint against Defendant on behalf of himself and all aggrieved employees alleging a single cause of action for civil penalties under the PAGA.

4. On October 27, 2020, Plaintiff filed in the Action a First Amended Representative Action Complaint ("FAC") removing the allegations regarding Defendant's fictitious business name.

5. On December 14, 2020, pursuant to the Court's order granting Defendant's Motion to Strike Portions from Plaintiff's FAC, Plaintiff filed in the Action a Second Amended Representative Action Complaint, the current operative pleading.

6. During the pendency of the Action, the Parties engaged in an informal discovery exchange prior to mediation. In response to Plaintiff's Counsel's informal discovery requests, Defendant provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees and the claims in the Action in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the PAGA claim, including payroll data.

7. On April 12, 2021, the Parties participated in a full-day mediation before mediator Tripper Ortman, Esq. The Parties were unable to reach an agreement on the day of the mediation. However, the Parties continued to engage in settlement discussions with the assistance of Mr. Ortman in the weeks that followed, and eventually agreed to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00) as the **non-reversionary** Gross Settlement Amount (unless the Gross Settlement Amount is increased pursuant to Paragraph III.3. below). Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator by no later than thirty (30) calendar days after the Effective Date of the Settlement. The Settlement Administrator shall hold all portions of the Gross Settlement Amount in a non-interest-bearing account for the benefit of the Aggrieved Employees until the time for disbursement. The releases identified herein shall be null and void if Defendant fails to fully fund the Gross Settlement Amount.

3. **Escalator Clause.** On June 11, 2021, Defendant represented that there are an estimated 4,049 pay periods worked by the Aggrieved Employees during the period of April 6, 2019 through June 11, 2021. If the number of pay periods worked by aggrieved employees during this period is more than 10% greater than this figure, Defendant agrees to either (a) increase the Gross Settlement Amount on a proportional basis (i.e., if there was a 15% increase in the number of pay periods worked by aggrieved employees during the PAGA Period, Defendant would increase the Gross Settlement Amount by 15%) or (b) revise the end date of the PAGA period to the date that the pay periods increased more than 10% greater than this 4,049 pay periods figure.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, subject to Court approval, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiff's Attorneys' Fees and Costs.** Defendant will not oppose Plaintiff's request for attorneys' fees in the amount up to one-third (1/3) of the Gross Settlement Amount (currently estimated to be \$45,000.00) including one-third (1/3) of any increase to the Gross Settlement Amount pursuant to Paragraph III.3 above. Defendant will not oppose Plaintiff's request for costs incurred in prosecuting this Action in amount not to exceed \$25,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). If the Court believes the attorneys' fees and/or costs should be reduced, the other terms of this Settlement will remain in effect and enforceable, and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. The Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. **Plaintiff's Enhancement Award.** Defendant will not oppose Plaintiff's request for an enhancement award in the amount of \$5,000.00 for his service to the LWDA and the Aggrieved Employees, and the risk he undertook by attaching his name to the Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for Plaintiff's enhancement award). If the Court believes the enhancement award should be reduced, the other terms of the Settlement will remain in effect and enforceable, and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to Plaintiff.

c. **Administration Costs.** The Parties agree that the Administration Costs shall be paid from the Gross Settlement Amount, currently estimated to be \$2,500.00, for administering the Settlement. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be distributed pursuant to Labor Code § 2699(i) as follows:

a. 75% of the Net Settlement Amount shall be distributed to the LWDA;

b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees. This portion of the Net Settlement Amount shall be paid to all Aggrieved Employees pro rata based on the proportional number of pay periods worked by each Aggrieved Employee during the PAGA Period.

This paragraph regarding allocation is based on the Parties' collective understanding that all payments under this Settlement will be considered "penalties" and classified as 1099 income, and that there will be no employer-side tax consequence to Defendant as a result. If the Parties later determine otherwise, they will meet and confer regarding changes to this allocation provision. The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Net Settlement Amount, the Parties agree to re-negotiate in good faith in an effort to obtain approval of the Settlement.

6. **Representative PAGA Release.** In his capacity as a Private Attorney General or "aggrieved employee" acting on behalf of himself, the State of California and Aggrieved Employees, Plaintiff hereby releases Defendant and Released Parties, from any and all of the PAGA Released Claims that arose during the PAGA Period.

7. **No Right to Opt-Out.** The Parties agree that there is no statutory right for any Aggrieved Employee to opt-out or otherwise exclude himself or herself from the Settlement.

8. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that he has read this Settlement, that he fully understands his rights, privileges and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

8. **Court Approval of PAGA Settlement.** To permit judicial review and approval of the Settlement, as required by Labor Code Section 2698, *et seq.*, Plaintiff's Counsel will file the Agreement with the Court and submit the Agreement to the LWDA as part of Plaintiff's motion seeking Court approval of the Settlement, per Lab. Code § 2699(l)(2).

9. **Termination of Settlement.** If the Court does not approve the Settlement, if the Court does not enter judgment, as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of the Settlement.

10. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms

of the Settlement and retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and Aggrieved Employees. Plaintiff's Counsel will further submit any judgment rendered in the Action and approving the PAGA Settlement to the California Labor Workforce & Development Agency, per Lab. Code § 2699(l)(3).

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use Phoenix Class Action Administration Solutions to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within ten (10) business days after the Effective Date, Defendant shall provide, pursuant to and subject to a protective order to be entered by the Parties and the Court in this Action, the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, total number of pay periods worked during the PAGA Period, and Social Security number. The list shall also include the sum total of all pay periods worked by Aggrieved Employees during the PAGA Period. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in the highest of confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement and subject to the protective order governing this Action, and none of the information contained in the list shall be disclosed to third Parties or to Plaintiff's Counsel without the express written consent of counsel for Defendant.

Within seven (7) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall also determine whether the Escalator Clause in Section III.3 has been triggered. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within two (2) business days of receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement

Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be re-sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing after which any returned checks will be deemed undeliverable.

The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Settlement Payment(s) to the Aggrieved Employees, the postmark date of any subsequent mailing to any the Aggrieved Employees, and a list of Aggrieved Employees who did not receive the Individual Settlement Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

Defendant fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed 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 Settlement Payment), or the property is otherwise disposed of pursuant the Unclaimed Property Laws.

5. **Payment of Remainder.** Within two (2) business days of receiving approval from counsel of the payment calculations, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; (3) Court-approved enhancement award to Plaintiff; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** Within fifteen (15) business days of receiving approval from counsel of the payment calculations, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement. The Settlement Administrator shall provide a further such accounting under oath, upon request, after the conclusion of the 180-day check cashing period.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and paid via IRS Form 1099 issued to each Aggrieved Employee. No later than January 31 of the year following payment of their individual portion of the PAGA Payment, the Settlement Administrator will prepare and issue IRS Form 1099s to Aggrieved Employees who received a payment. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. **MISCELLANEOUS PROVISIONS**

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

2. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, assigns, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees, and other fees incurred in connection with this Settlement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California. This Settlement shall be deemed to have been entered into in the County of Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Los Angeles.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims in the Action. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

6. **Nullification of Settlement.** In the event that: (i) after good faith efforts to amend or modify the Agreement for Court approval the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions unless otherwise required under this Agreement.

7. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and

enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Plaintiff will submit a proposed judgment in conformity with this Agreement to be entered by the Court, which shall constitute a final and binding resolution of the claims in the Action.

8. **Authorization to Enter into Settlement.** The signatories hereto represent that they are fully authorized to enter into this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

9. **Amendment or Modification.** This PAGA Settlement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

10. **Execution and Counterparts.** This Settlement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, electronic signatures, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange a fully executed Agreement. The Parties also agree that a facsimile, electronic, or scanned copy of the fully executed Agreement shall have the same force and effect as an original signed Agreement.

11. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

12. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

13. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

16. **Enforcement Action.** The Parties hereby agree this Agreement is enforceable under Code of Civil Procedure section 664.6, so as to allow the Parties to enforce the terms of their settlement until performance has been made in full. To that effect, the Parties shall agree to enter into a stipulation in Court and with the Court's approval permitting the Court to retain jurisdiction in order to enforce the terms of the settlement. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

APPROVED AS TO FORM AND CONTENT:

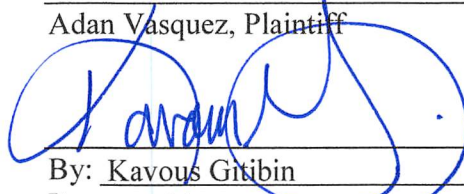
Jun 29, 2021

Dated: _____


Adan Vasquez (Jun 29, 2021 15:17 CDT)

Adan Vasquez, Plaintiff

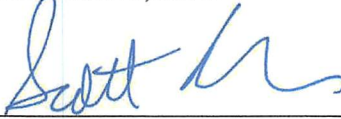
Dated: June 30, 2021


By: Kavous Gitibin
Its: President
Gitibin & Associates, Inc. d/b/a Go Rentals,
Defendant

APPROVED AS TO FORM:

Dated: June 29, 2021

LIDMAN LAW, APC

By: 
Scott M. Lidman
Attorneys for Plaintiff, Adan Vasquez

Dated: June 29, 2021

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff, Adan Vasquez

Dated: July 1, 2021

FORD & HARRISON LLP

By: _____

David L. Cheng

Paul M. Suh

Attorneys for Defendant, Gitibin & Associates,
Inc. d/b/a Go Rentals

EXHIBIT A

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Adan Vasquez v. Gitibin & Associates, Inc. d/b/a Go Rentals
Los Angeles County Superior Court Case No. 20VECV00834

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX -

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Adan Vasquez (“Plaintiff”) on behalf of himself and all other aggrieved employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties for alleged violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the California Private Attorneys General Act (the “PAGA”). These civil penalties are based on Plaintiff’s allegations that Gitibin & Associates, Inc. d/b/a Go Rentals (“Go Rentals”): (i) failed to provide legally compliant meal periods; (ii) failed to authorize and permit legally compliant rest periods; (iii) failed to pay all overtime wages owed; (iv) failed to maintain accurate records; (v) failed to timely pay wages during employment; (vi) failed to pay all wages due upon termination of employment; and as a result is liable for civil penalties under the PAGA.

The Court has ***not*** made a determination about the merits of Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims.

Go Rentals denies Plaintiff’s allegations. It maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice because you are in the group of employees referred to as “Aggrieved Employees,” which is defined as: “all current and former hourly, non-exempt employees of Defendant Gitibin & Associates, Inc. d/b/a Go Rentals who worked in California at any time from April 6, 2019 through the date the Court grants approval of the Settlement.”

II. INDIVIDUAL PAGA PAYMENT

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 in the PAGA Period. Your individual PAGA payment has been calculated at \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties reported on an IRS Form 1099, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor Go Rentals has made any representations or warranties regarding the taxation of your Individual PAGA payment. Nothing within this

notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Aggrieved Employees including you will release Go Rentals and its predecessors, franchisees, successors and assigns, parent corporations, subsidiary corporations, affiliates, insurers, reinsurers and the officers, directors, shareholders, partners, employees, independent contractors, attorneys and agents, past or present, of each of the aforesaid entities/individuals, heirs, executors, administrators, assigns, attorneys and agents, and all persons acting under, by, through, or in concert with any of them ("Released Parties") from any and all claims, rights, demands, liabilities and causes of action for: civil penalties under Plaintiff's Cause of Action for violations of the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.* pled in the Second Amended Complaint in the Action; or civil penalties under Plaintiff's Cause of Action for violations of the PAGA that could be brought based on the factual allegations in Second Amended Complaint in the Action, that arose during the PAGA Period, including any related claims for attorneys' fees, costs, or interest resulting therefrom ("PAGA Released Claims").

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement (including you) will be barred from proceeding with any of the PAGA Released Claims released by this Settlement, which means claims for civil penalties, *and not unpaid wages or statutory penalties*, for the Labor Code and Wage Order violations alleged in this Lawsuit.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Phoenix Class Action Administration Solutions at **[ADMINISTRATOR INFO]** with any questions.

Settlement checks will be void 180 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 Office under the unclaimed property laws in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

4851-1449-6686, v. 1

EXHIBIT 3

EXHIBIT 3

LAFFEY MATRIX

[History](#)
[Case Law](#)
[Expert Opinions](#)
[See the Matrix](#)
[Contact us](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *McDowell v. District of Columbia*, Civ. A. No. 00-594 (RCL), LEXSEE 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001); *Salazar v. Dist. of Col.*, 123 F.Supp.2d 8 (D.D.C. 2000).

* "Years Out of Law School" is calculated from June 1 of each year, when most law students graduate. "1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). "4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier "1-3" from June 1, 1996 until May 31, 1999, would move into tier "4-7" on June 1, 1999, and tier "8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 4

EXHIBIT 4

Lidman Law, APC and Haines Law Group, APC

Expense Summary

Adan Vasquez v. Gitibin & Associates, Inc. d/b/a/ Go Rentals

EXPENSE	AMOUNT
Mediation Costs	\$9,000.00
Filing, Service, and Messenger Fees	\$1,565.79
Copying Costs	\$16.75
Postage Costs	\$59.40
Legal Research Fees	\$2,778.31
Anticipated costs for filing fees, service and messenger fees, courtesy copy deliveries, postage fees, and/or LACourtConnect costs for future court appearances	\$125.00
TOTAL:	\$13,545.25

EXHIBIT 5

EXHIBIT 5

Dana Joudi

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Friday, February 12, 2021 10:39 AM
To: Dana Joudi
Subject: Thank you for your Court Complaint Submission.

02/12/2021 10:38:38 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

Court Complaint

PAGA Number (LWDA-CM-): * 791338-20

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Scott

Your Last Name *

Lidman

Your Email Address *

djoudi@lidmanlaw.com

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

Your State *

California ▼

Your Zip/Postal Code *

90245

Court Case Details

Court Type

California Superior Courts ▼

Case Name *

Adan Vasquez v. Gitibin &

Case Number *

20VECV00834

Date Complaint Filed

12/14/2020

Name of Court *

Los Angeles County Superior Court ▼

Court Complaint and Other Documents

☒ I understand that this form is to be used only for submitting civil complaints that include a PAGA cause of action.

Court Complaint (must be a .pdf) *

2020-12-14 Go... (FINAL).pdf

Other Attachment (if any)

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.