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

8 *[Additional counsel on following page]*
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 TERRY HIATT, on behalf of himself and
13 all “aggrieved employees” pursuant to
Labor Code § 2698 *et. seq.*,

14 Plaintiff,

15 v.

16 TNH MOTORS, INC., a California
corporation, d/b/a NORTH
17 HOLLYWOOD TOYOTA.; and DOES 1
through 50, inclusive,

18 Defendants.
19

20 OSCAR RUIZ-GARCIA, Aggrieved
Employee of Defendants, for the State of
21 California’s Labor and Workforce
Development Agency on behalf of all
22 Aggrieved Employees of Defendants

23 Plaintiff,

24 v.

25 TNH MOTORS, INC., a California
corporation; and DOES 1 through 100,
26 inclusive,

27 Defendants.
28

CASE NO. 19BBCV00974 (Lead)
CASE NO. 20STCV25676 (Related)

Assigned to John Kralik, Dept. B

**DECLARATION OF DANIEL F. GAINES IN
SUPPORT OF STIPULATION AND
[PROPOSED] ORDER CONSOLIDATING
RELATED ACTIONS FOR ALL PURPOSES,
APPROVING SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS,
AND DISMISSING ACTIONS WITH
PREJUDICE**

Action Filed: October 29, 2019

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19 Attorneys for Defendant TNH MOTORS, INC. dba NORTH HOLLYWOOD TOYOTA

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

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

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

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

12 4. Since becoming a member of the Bar, I have practiced law with my partner/father,
13 Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with an emphasis in
14 business, real estate, and employment disputes like this one. Over 95% of my practice is devoted
15 to complex employment litigation similar to the instant action.

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

21 6. On August 14, 2019, Plaintiff Hiatt complied with the requirements set forth in
22 Labor Code § 2698 *et seq.*, the Labor Code Private Attorneys General Act (hereinafter, "PAGA")
23 by sending a letter, by online submission to the Labor and Workforce Development Agency
24 ("LWDA") and by certified mail to Defendant, setting forth the facts and theories of the violations
25 alleged against Defendant. A true and correct copy of the letter submitted to the LWDA is attached
26 hereto as Exhibit "A".

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7. Plaintiff Hiatt filed his Representative Action Complaint, thereby commencing this Action, on October 29, 2019, seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1194, and 2802 and pursuant to Labor Code § 2699(a) for violations of Labor Code § 226.3.

8. The *Hiatt* Action and the *Ruiz-Garcia* Action each allege similar wage and hour claims on behalf of non-exempt employees and are similarly representative actions seeking the recovery of civil penalties for alleged violations of the PAGA, and were deemed related cases by this Court on or about October 13, 2020

9. The parties in the *Hiatt* Action and the *Ruiz-Garcia* Action conducted joint informal discovery to ascertain the size of the aggrieved employee group, the number of affected pay periods at issue among them, and the strength of Plaintiffs' claims.

9. Being fully apprised of the value and strength of Plaintiffs' claims, the parties participated in a mediation with Mariah Zadeh, Esq. on February 22, 2021 in an attempt to resolve the claims asserted in the Actions.

10. The parties engaged in arm's-length negotiations and reached a resolution of the PAGA claims asserted in the actions with the assistance of the mediator. Based on the information and documents obtained through informal discovery and during mediation, Plaintiffs assessed the realistic maximum value of the PAGA claims to be approximately \$384,000 (at the rate of a \$100 penalty for 3,840 pay periods at issue for approximately 167 aggrieved employees during the applicable time frame, without stacking multiple violations).

11. The amount of the settlement is \$319,200, which represents over 83% of the realistic maximum recoverable discretionary penalties and includes an apportionment of attorneys' fees and costs and general release payments to Plaintiffs Hiatt and Ruiz-Garcia.

12. Based on my extensive experience litigating in this arena, I believe that the settlement amount represents a fair compromise of the claims asserted in the Actions.

13. Attached hereto as Exhibit “C” is a true and correct copy of the parties’ Private Attorneys General Act (Labor Code § 2698 et seq.) Settlement Agreement.

14. On April 28, 2021, my office uploaded the proposed Settlement Agreement and these accompanying approval documents to the LWDA through the State of California, Department of Industrial Relations Website at <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 28th day of April, 2021 at Calabasas, California.

Daniel F. Gaines
DANIEL F. GAINES

EXHIBIT A

GAINES & GAINES

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August 14, 2019

Labor & Workforce Development Agency
By electronic filing

TNH Motors, Inc. d/b/a North Hollywood Toyota, Inc.
4606 Lankershim Blvd
North Hollywood, CA 91602

Via Certified Mail # 70180360000011914256

Agent for Service of Process
Chris Asthworth
4606 Lankershim Blvd
North Hollywood, CA 91602

Via Certified Mail # 70180360000011914263

Re: ***Labor Code Violations of TNH Motors, Inc. d/b/a North Hollywood Toyota, Inc. – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Terry Hiatt, a former California employee of TNH Motors, Inc. d/b/a North Hollywood Toyota, Inc. ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

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

Our client claims that Defendant failed to pay him and other Aggrieved Employees all wages due during the course of their employment, including, but not limited to, all minimum and overtime wages due. Defendant paid non-exempt Aggrieved Employees piece-rate wages for each task completed and each task had an associated time and pay component for completing it. However, Plaintiff and all Aggrieved Employees were not paid for time not associated with a compensated piece-rate task (and other non-productive and non-compensated tasks) or if they exceed the time allotted for the respective task—they would only be paid the associated piece-rate regardless of the time it took them to complete the task. Plaintiff and non-exempt Aggrieved Employees were, therefore, not compensated for all hours worked (and thus, all minimum wages due) when they performed tasks for which no piece-rate was associated. Further, and also as a result of this compensation structure, Defendant failed to pay Plaintiff and other non-exempt Aggrieved Employees all overtime wages earned when they work more than eight (8) hours in a workday and more than forty (40) hours in a workweek. Moreover, Defendant failed to pay double the minimum wage due to our client and other non-exempt Aggrieved Employees who provide their own work tools. Our client and other non-exempt Aggrieved Employees with the job title of

“service technician” or “mechanic” purchased and supplied their own tools, but were not paid at least twice the minimum wage for all hours worked, as required by IWC Wage Order 4-2001, Section 9(B). This violates Labor Code §§ 510, 558, 1194 and 1194.2 and IWC Wage Order 4-2001.

Defendant failed to pay premium wages to Plaintiff and all other Aggrieved Employees who are denied rest breaks, in violation of Labor Code §§ 226.7 and 558 and IWC Wage Order 4-2001. Defendant paid Plaintiff and all Aggrieved Employees on a bonus/commission/piece-rate basis for completing certain tasks. However, some tasks had no compensable bonus/commission/piece-rate unit associated with that task, such that those tasks went uncompensated, as discussed above. This includes rest breaks, which must be separately paid; however, Defendant failed to provide compensated rest breaks and denied rest breaks altogether. Plaintiff and Aggrieved Employees were also simply too busy to take rest periods. An employer must pay an employee one hour of pay at the employee’s regular rate of compensation for each workday that a rest period is not properly provided. Defendant failed to do so and therefore has violated Labor Code §§ 226.7 and 558 as a result of this failure. This violates Labor Code §§ 226.7 and 558 and IWC Wage Order 4-2001.

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

Our client further alleges that Defendant failed to provide him and all other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). As stated above, our client and other Aggrieved Employees of Defendant were not paid all wages due. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code § 226(a)(9). Further, and in addition to the above allegations, the wage statements issued to our client and all Aggrieved Employees independently violate Labor Code § 226(a)(8) because they fail to set forth the correct legal name of the employing entity. The wage statements set forth the employing entity as North Hollywood Toyota, Inc., instead of the correct entity, TNH Motors, Inc.

Our client also alleges that he and Aggrieved Employees were required to incur expenses in the performance of their job duties for which they were not fully reimbursed, in violation of Labor Code § 2802. Our client was required to purchase his own work gloves and tools to perform

Labor & Workforce Development Agency
TNH Motors, Inc. d/b/a North Hollywood Toyota, Inc.
Chris Ashworth
August 14, 2019
Page 3

work for Defendant, but was not fully reimbursed by Defendant for these expenses. Our client alleges this violation on behalf of himself and all Aggrieved Employees in California.

Our client further alleges that Defendant failed to timely pay him all wages due at the separation of his employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other non-exempt Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-203 and is alleged on behalf of Plaintiff and all Aggrieved Employees.

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

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

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By :

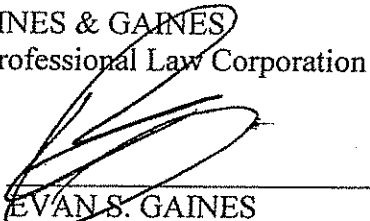

EVAN S. GAINES

EXHIBIT B

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

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[Additional counsel on following page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TERRY HIATT, on behalf of himself and all	)	CASE NO. 19BBCV00974 (Lead)
"aggrieved employees" pursuant to Labor Code §	)	CASE NO. 20STCV25676 (Related)
2698 <i>et. seq.</i> ,	)	
	)	Judge Assigned: Hon. John Kralik
Plaintiff,	)	Department: Burbank Courthouse, Dept. B
v.	)	

TNH MOTORS, INC., a California corporation,	)	JOINT STIPULATION OF SETTLEMENT AND RELEASE OF PAGA ACTION
d/b/a NORTH HOLLYWOOD TOYOTA.; and	)	
DOES 1 through 50, inclusive,	)	
Defendants.	)	

OSCAR RUIZ-GARCIA, Aggrieved Employee of
Defendants, for the State of California's Labor and
Workforce Development Agency on behalf of all
Aggrieved Employees of Defendants

Plaintiff,	v.
TNH MOTORS, INC., a California corporation;	
and DOES 1 through 100, inclusive,	
Defendants.	

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14 18250 Ventura Boulevard

15 Tarzana, California 91356

16 Tel: (818) 609-0807

17 Fax: (818) 609-0892

18 Attorneys for Plaintiff OSCAR RUIZ-GARCIA

19 IT IS HEREBY STIPULATED AND AGREED by and between Defendant TNH MOTORS,
20 INC. dba NORTH HOLLYWOOD TOYOTA (hereinafter referred to as “Defendant”), on the one hand,
21 and Plaintiffs TERRY HIATT and OSCAR RUIZ-GARCIA, on behalf of the State of California as
22 PAGA Representatives, and themselves and each of the other “Aggrieved Employees,” as defined herein
23 (“Plaintiffs”), on the other hand, subject to the approval of the Court pursuant to Cal. Lab. Code § 2699
24 (I), that the settlement of the Action (as defined herein) shall be effectuated and subject to the following
25 terms and conditions:

26 **I. SUMMARY OF SETTLEMENT TERMS**

27 Under the terms of the Settlement, Defendant will pay the Total Settlement Amount of three
28 hundred nineteen thousand two hundred dollars (\$319,200), in exchange for the full and final settlement
and release of the PAGA Released Claims (as defined herein), and subject to the terms and conditions
outlined in this Agreement (as defined herein). It is intended by the Parties that Plaintiffs are individually
providing the fullest release permissible under applicable law.

Plaintiffs’ Counsel will seek from the Total Settlement Amount: (1) attorney’s fees not to exceed
the amount of \$111,720.00, representing 35% of the Total Settlement Amount; and (2) reimbursement of
litigation costs of up to \$8,000.00 (collectively referred to as “Fees and Costs”)

1 Plaintiffs will each seek \$7,500 from the Total Settlement Amount in exchange for their general
2 release of all claims against the Released Parties (as defined herein).

3 Plaintiffs' Counsel will seek payment of up to \$5,000 to the Settlement Administrator, ILYM
4 Group, Inc., for its services related to the administration of this Agreement, as detailed herein.

5 The amount remaining after these deductions will be PAGA penalties payable 75% to the LWDA
6 and 25% to the Aggrieved Employees. The Distributable Amount to be paid to the Aggrieved Employees
7 will be apportioned among them based on their respective pay periods worked for Defendant during the
8 PAGA Period in a non-exempt position in California. Exhibit A hereto in the notice which will be mailed
9 to Aggrieved Employees. All costs associated with remitting payments to the Aggrieved Employees
10 following the procedures outlined herein will be paid from the Total Settlement Amount. Defendant will
11 not be required to pay anything more than the Total Settlement Amount to resolve this Action.

12 Furthermore, and in exchange for the consideration contained herein, Plaintiffs individually agree
13 to the Personal Release/general release of any and all claims he/they have personally against Defendant
14 pursuant to the "Personal Release" contained herein. Plaintiffs expressly acknowledge that the Personal
15 Release is an integral part of this Agreement.

16
17 **II. DEFINITIONS**

18 As used in this Stipulation and Settlement Agreement (hereinafter the "Agreement" or
19 "Stipulation"), the following terms shall have the meanings specified below:

20 1. "Actions" means this lawsuit, and the operative Complaints in the matter entitled *TERRY*
21 *HIATT v. TNH MOTORS, INC. dba NORTH HOLLYWOOD TOYOTA*, Los Angeles Superior Court,
22 Case No.: 19BBCV00974; and *OSCAR RUIZ-GARCIA v. TNH MOTORS, INC. dba NORTH*
23 *HOLLYWOOD TOYOTA*, Los Angeles Superior Court, Case No.: 20STCV25676

24 2. "Aggrieved Employees" means any individual, currently or formerly employed in
25 California by Defendant as a non-exempt employee whose compensation was whole or in part
26 commission or piece rate based from August 14, 2018 through June 20, 2020, but excluding the period
27 March 8, 2019 through April 30, 2019.
28

1 3. “Agreement” or “Settlement” means this Stipulation and Settlement Agreement,
2 including any attached exhibits.

3 4. “Counsel for Defendant” or “Defense Counsel” means Anthony A. Molino, Esq., Steven
4 R. Berardino, Esq., Michelle Cooper, Esq., and Benjamin J. Carter, Esq. of MOLINO & BERARDINO,
5 A Professional Law Corporation.

6 5. “Court” means the Los Angeles Superior Court captioned above, and Court shall also
7 mean any other Court that acquires proper jurisdiction of this Action.

8 6. “Distributable Amount,” “Net Settlement Amount,” and “NSA” means the amount that is
9 distributable to the Aggrieved Employees, and equals the Total Settlement Amount less PAGA Counsel
10 Fees, PAGA Counsel Costs, General Release Payments to the Plaintiffs, the LWDA Payment, and
11 Settlement Administration Costs.

12 7. “Effective Date” means the date of entry of the Order and Judgment approving this
13 Agreement and dismissing the Actions with prejudice.

14 8. “General Release Payments” mean \$7,500 payments to each of the Plaintiffs, to be paid
15 from the Total Settlement Amount, in exchange for their Personal Release in favor of the Released
16 Parties.

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

18 10. “LWDA Payment” means 75% of the amount remaining following deductions from the
19 Total Settlement Amount for PAGA Counsel Fees, PAGA Counsel Costs, General Release Payments to
20 the Plaintiffs, and Settlement Administration Costs.

21 11. “Order and Final Judgment” or “Order and Judgment” means the order entered by the
22 Court pursuant to the terms set forth in this Agreement approving this Agreement and dismissing the
23 Actions with prejudice.

24 12. “PAGA” means the Private Attorneys General Act of 2004 (*Cal. Labor Code §2698, et*
25 *seq.*)

26 13. “PAGA Counsel” means Gaines & Gaines, APLC, Boucher LLP and Law Offices of
27 Sahag Majarian II.
28

1 14. “PAGA Counsel Costs” means the amounts to be paid, subject to Court approval, to
2 PAGA Counsel for costs incurred by PAGA Counsel in this Action.

3 15. “PAGA Counsel Fees” means the amount to be paid, subject to court approval, to PAGA
4 Counsel for attorneys’ fees.

5 16. “PAGA Period” refers to the time period from August 14, 2018 through June 20, 2020,
6 but excluding the period March 8, 2019 and April 30, 2019.

7 17. “PAGA Released Claims” means any and all claims, debts, liabilities, demands,
8 obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action, arising under
9 PAGA, which were alleged in the Actions or could have been alleged based on the facts pled in the
10 Actions.

11 18. “Personal Release” means the Plaintiffs’ irrevocable and unconditional release, acquittal,
12 and discharge of the Defendant and all persons and/or corporate entities acting by, through, under or in
13 concert with any of them, or any of them (“Released Parties”), from any and all complaints, claims,
14 liabilities, obligations, promises, agreements, controversies, damages, costs, losses, debts and expenses
15 (including attorneys’ fees and costs actually incurred), of any nature whatsoever, including but not
16 limited to claims arising from the California Constitution; Title VII of the Civil Rights Act of 1964 (42
17 U.S.C. §2000e); the California Labor Code, California Business and Professions Code §17200 et seq.,
18 the California Fair Employment and Housing Act (Cal. Govt. Code §12900 et seq.); the Americans with
19 Disabilities Act; the Age Discrimination in Employment Act (29 U.S.C. §§621-633a); the Older
20 Workers’ Benefit Protection Act; the Private Attorneys General Act of 2004 pursuant to *Arias v.*
21 *Superior Court* (2009) 46 Cal. 4th 969; and claims of intentional infliction of emotional distress;
22 defamation and/or libel, or any other damage to reputation claims; breach of implied contract or for
23 claims of a breach of the covenant of good faith and fair dealing, as well as any other express or implied
24 covenant; or any other statute or common law principle of similar effect, known or unknown, which the
25 person giving this release now has, owns, or holds, or claims to have, own or hold, or which said person
26 at any time heretofore had, owned, or held, or claimed to have, own, or hold or which said person at any
27 time hereinafter may have, own, or hold, or claim to have, own, or hold, against the Defendant, arising
28

1 from acts, events, or circumstances occurring on or before the effective date of this Agreement.

2 As to the foregoing claims, the Plaintiffs expressly waive the benefits of California Civil Code §
3 1542. Civil Code §1542 provides:

4
5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**
6 **THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS**
7 **OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,**
8 **WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY**
9 **AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

10 19. "Settlement Administrator" refers ILYM Group, Inc., selected by PAGA Counsel to
11 administer this Settlement and to act as the third party administrator to process the Settlement under the
12 terms of this Agreement.

13 20. "Settlement Administration Costs" means the fees and costs incurred or charged by the
14 Settlement Administrator in connection with the execution of its duties under this Agreement including,
15 but not limited to: (i) fees and costs associated with preparing, issuing and/or monitoring reports, filings
16 and notices (including the cost of printing and mailing all notices and other documents) required to be
17 prepared in the course of administering the Settlement; (ii) computing the amount of the Settlement
18 Payments, and any other payments to be made under this Agreement; (iii) handling inquiries about the
19 calculation of individual Settlement Payments; (iv) establishing and operating a Settlement payment
20 center address, and phone number to receive Aggrieved Employees' inquiries about the Settlement; and
21 (v) remitting any filings required by any governmental taxing authority or other governmental agency.

22 21. "Settlement Payment" refers to the payment to any Aggrieved Employees pursuant to the
23 terms of this Agreement.

24 22. "Total Settlement Amount" ("TSA") means the total amount of three hundred nineteen
25 thousand two hundred dollars (\$319,200) to be paid by Defendant pursuant to the terms of this
26 Agreement. The TSA shall be paid to the Settlement Administrator no later than fifteen (15) calendar
27 days after the Effective Date.

28 ///

III. BACKGROUND

This matter consists of two standalone PAGA matters against Defendant TNH Motors, Inc. dba North Hollywood Toyota (“TNH”), an automobile dealership. The action filed by Mr. Hiatt commenced on October 29, 2019 following a PAGA letter to the LWDA dated August 14, 2019. Mr. Hiatt’s employment relationship with TNH ended on March 7, 2019. Thereafter, on July 8, 2020, Mr. Ruiz-Garcia commenced a separate PAGA action following a PAGA letter to the LWDA dated May 1, 2020 and an amended letter dated July 7, 2020. The second PAGA letter added a claim for alleged failure to pay all wages due upon separation of employment per Labor Code § 203 following Mr. Ruiz-Garcia’s separation of employment on or around June 20, 2020. The Court has deemed the two matters to be related.

Mr. Hiatt was a service technician during his employ by TNH. Mr. Ruiz-Garcia was a salesperson at TNH. Defendant contends that those positions are subject to different wage orders.

Despite the fact that the PAGA representatives held different positions at TNH, potentially subject to different wage orders, the Complaints both claim a failure to pay all wages due, including minimum and overtime wages, a failure to pay premiums for missed rest and meal periods, a failure to provide accurate itemized wage statements and failure to pay all wages due at separation. The Hiatt matter further claims a failure to reimburse for necessary expenses.

The following chart displays the claims asserted by the Plaintiffs:

Hiatt PAGA Violations	Ruiz-Garcia PAGA Violations
Labor Code §201 – Payment on Discharge	Labor Code §201
Labor Code §202– Payment on Discharge Temps.	Labor Code §202
	Labor Code §203 – Waiting Time
	Labor Code §204 – Semimonthly Payments of Wages
	Labor Code § 210 – Penalty for failure to make payments
Labor Code §226(a) – Wage Statements	Labor Code §226(a)
Labor Code §226.3 – Civil penalties itemized statements	Labor Code §226.3 – Civil penalties itemized
Labor Code §226.7 – Meal/Rest Period	Labor Code §226.7

	Labor Code §256 – Civil Penalty for Waiting Time Violation
Labor Code §510 – Overtime	Labor Code §510
Labor Code §512 – Meal Periods	Labor Code §512
	Labor Code §558 - civil penalties IWC Order
Labor Code §1194 – Min Wage/Overtime	Labor Code §1194
	Labor Code §1197– Min Wage/Overtime
	Labor Code §1198 – Maximum hours of work
	Labor Code §1199 – Wage Order Violations

IV. COOPERATION

The Parties agree to cooperate fully with each other to accomplish the terms and requirements of this Agreement, including but not limited to, the execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this stipulated Settlement.

Except as otherwise provided herein, no party nor any of their attorneys or agents shall initiate any communication with any Aggrieved Employees. This provision in no way limits PAGA Counsel from communicating with the Plaintiffs, nor does the provision limit PAGA Counsel from responding to any inquiry initiated by any Aggrieved Employees regarding the Actions.

The Parties shall promptly submit this Agreement for Court approval by stipulation and order or, by motion if required by the Court, for determination of its fairness, adequacy, and reasonableness. Concurrently with its submission to the Court, PAGA Counsel shall transmit a copy to the LWDA through its online web portal, as required by *Labor Code* § 2699(l)(1).

V. ALLOCATION OF THE TOTAL SETTLEMENT AMOUNT AND TIMELINES RELATED THERETO

Plaintiffs and PAGA Counsel will request, and Defendant agrees not to oppose, the payment from the Total Settlement Amount of \$111,720 to PAGA Counsel for PAGA Counsel Fees. PAGA Counsel believe, and Defendant does not challenge, that such an award to PAGA Counsel is reasonable. Plaintiffs and PAGA Counsel will request, and Defendant agrees not to oppose, the payment from the Total Settlement Amount of reasonable costs of suit, which are presently estimated to not exceed \$8,000, to

1 PAGA Counsel for PAGA Counsel Costs. PAGA Counsel believe, and Defendant does not challenge,
2 that such an award to PAGA Counsel is reasonable.

3 Plaintiffs and PAGA Counsel will request, and Defendant agrees not to oppose, the payment from
4 the Total Settlement Amount of a General Release Payment to each of the Plaintiffs in exchange for their
5 Personal Release in favor of the Released Parties. The General Release Payments shall not exceed \$7,500
6 for each Plaintiff. The General Release Payments shall be in addition to Plaintiffs' Settlement Payment
7 from the NSA. PAGA Counsel believe, and Defendant does not challenge, that such an award to the
8 Plaintiffs is not unreasonable. Plaintiffs each contend that their individual damages far exceed \$7,500.

9 All the Settlement Administration Costs, not to exceed \$5,000, shall be paid from the Total
10 Settlement Amount. Under no circumstances shall Defendant be responsible for paying anything above
11 the Total Settlement Amount to account for anticipated and/or unanticipated Settlement Administration
12 Costs.

13 The Total Settlement Amount less deductions for PAGA Counsel Fees and PAGA Counsel Costs,
14 the General Release Payments, and the Settlement Administration Costs is approximately \$179,480.
15 Seventy-five percent of this amount, approximately \$134,610, shall be the LWDA Payment paid to the
16 LWDA, as required by PAGA. The remaining twenty-five percent, or approximately \$44,870, shall be
17 the Distributable Amount apportioned among the Aggrieved Employees based on their respective pay
18 periods worked for Defendant during the PAGA Period in a non-exempt position in California (their
19 Settlement Payments).

20 All payments made hereunder to PAGA Counsel and the Plaintiffs for the General Release
21 payments shall be reported on IRS Forms 1099. The LWDA, the Aggrieved Employees, and the
22 Settlement Administrator shall be reported on IRS Forms 1099 if required by law and as determined by
23 the Settlement Administrator.

24 Defendant shall pay the Total Settlement Amount, no more and no less, to settle this Action, no
25 later than fifteen (15) calendar days after the Effective Date, subject to its prior receipt of a W-9 from the
26 PAGA Counsel, Plaintiffs, and the Settlement Administrator for the Qualified Settlement Fund
27 established to hold and disburse the TSA. To the extent a W-9 is not provided to Defendant or incorrect
28

1 or inaccurate account or wire information is furnished to Defendant, its payment obligation hereunder is
2 tolled until correct information and/or proper documentation is provided.

3 **A. The Settlement Administrator**

4 PAGA Counsel have selected ILYM Group, Inc., an experienced Settlement Administrator, to
5 process this Settlement. The Settlement Administrator will administer the Settlement including, but not
6 limited to, calculating and directing the disbursements for Settlement Payments from the Distributable
7 Amount.

8 Within fifteen (15) calendar days after the Effective Date, Defendant shall provide the Settlement
9 Administrator with a Microsoft Excel file containing the name and last known address, telephone number,
10 dates of employment by Defendant during the PAGA Period worked in a non-exempt position in
11 California, and number of pay periods worked for Defendant during the PAGA Period in a non-exempt
12 position in California with respect to each Aggrieved Employee (the "Aggrieved Employee Data").

13 Within thirty (30) calendar days following its receipt of the Total Settlement Amount and the
14 Aggrieved Employee Data, the Settlement Administrator shall mail the notice attached hereto as Exhibit
15 A to each Aggrieved Employee at their last known address, together with their Settlement Payments. The
16 Settlement Administrator shall make a reasonable, industry-standard effort to locate an updated address
17 for any notice returned as undeliverable.

18 Settlement Payment checks payable to Aggrieved Employees must be cashed within one hundred
19 eighty (180) calendar days after issuance. If a Settlement Payment check is returned to the Settlement
20 Administrator, the Settlement Administrator will make reasonable efforts to re-mail it to the Aggrieved
21 Employee at his or her correct address, if ascertained. All checks mailed to the Aggrieved Employees
22 that are not cashed within 180 days of issuance are deemed void and shall be paid to the Controller of the
23 State of California within thirty (30) calendar days of their expiration, to be held pursuant to the
24 Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those Aggrieved
25 Employees who did not cash their checks, until such time that they claim their property. If requested by
26 the Court, PAGA Counsel and Defense Counsel shall report to the Court the total value of checks cashed
27 by the Aggrieved Employees (and the total amount that was uncashed by the Aggrieved Employees) at a
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1 date set by the Court after the close of the 180-day period.

2 The Settlement Administrator shall not disburse any settlement funds except as provided herein,
3 as ordered by the Court, or as agreed upon, in writing, by Defense Counsel and PAGA Counsel. Subject
4 to further orders and/or directions as may be made by the Court, the Settlement Administrator is
5 authorized to execute such transactions on behalf of the Aggrieved Employees as are consistent with the
6 terms of this Agreement.

7 **B. Circular 230 Disclaimer**

8 Each party to this Agreement (for purposes of this section, the “Acknowledging Party”; and each
9 party to this Agreement other than the Acknowledging Party, an “Other Party”) acknowledges and agrees
10 that (1) no provision of this Agreement, and no written communication or disclosure between or among
11 the parties or their attorneys and other advisers, is or was intended to be, nor shall any such
12 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
13 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
14 Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and tax
15 advisers for advice (including tax advice) in connection with this Agreement, (b) has not entered into this
16 Agreement based upon the recommendation of any other party or any attorney or advisor to any other
17 party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to
18 any other party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no
19 attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any
20 such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon
21 disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including
22 any transaction contemplated by this Agreement.

23 **VI. LIMITATIONS ON USE OF THIS SETTLEMENT**

24 **A. No Admission**

25 Neither the acceptance nor the performance by Defendant of the terms contained in this
26 Agreement nor any of the related negotiations or proceedings is or shall be claimed to be, construed as, or
27 deemed a precedent or an admission by Defendant of the truth of any allegations in any version of the
28

1 Complaint.

2 **B. Non-Evidentiary Use**

3 Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation or
4 drafting of it, shall be offered or used as evidence by Plaintiff, any Aggrieved Employee, Defendant, or its
5 or their respective counsel, in the Actions or any other proceeding, except as is reasonably necessary to
6 effectuate its purpose and terms. This Agreement may be used by Defendant to prove or defend against
7 any claim released herein by any Aggrieved Employee in any judicial, quasi-judicial, administrative, or
8 governmental proceeding.

9 **C. Nullification**

10 If for any reason the Effective Date does not occur, this Agreement shall be considered null and
11 void and all parties to this Settlement shall stand in the same position, without prejudice, as if the
12 Settlement had been neither entered into nor filed with the Court. Moreover, in the event the Court does
13 not approve this Settlement, Defendant will not be deemed to have waived, limited, or affected in any
14 way any of its objections, or defenses in this Action. Invalidation of any material portion of this
15 Settlement, excluding Section VII, shall invalidate this Settlement in its entirety unless the Parties agree
16 in writing that the remaining provisions shall remain in full force and effect.

17 **VII. RELEASE BY PLAINTIFFS, AGGRIEVED EMPLOYEES, AND THE STATE OF**
18 **CALIFORNIA OF THE PAGA RELEASED CLAIMS**

19 Subject to the occurrence of the Effective Date, Plaintiffs, on behalf of themselves, the State of
20 California and the Aggrieved Employees, fully, finally, and forever settle, compromise, release and
21 discharge the Released Parties from the PAGA Released Claims which occurred during the PAGA
22 Period. Upon the Effective Date, by operation of this Agreement's terms, and except as to such rights or
23 claims as may be created by this Agreement, the State of California via the Plaintiffs, fully releases and
24 discharges the Released Parties from the PAGA Released Claims which occurred during the PAGA
25 Period.. If this provision is found to be invalid or void, it shall be excised from this Agreement without
26 affecting the balance of its terms.

27 ///

1 **VIII. RELEASE BY PLAINTIFFS OF THEIR INDIVIDUAL CLAIMS**

2 Plaintiffs individually agree to the Personal Release/general release of any and all claims he/they
3 have personally against the Released Parties pursuant to the “Personal Release” contained herein.
4 Representative Plaintiffs expressly acknowledge that the Personal Release is an integral part of this
5 Agreement.

6 **IX. MISCELLANEOUS PROVISIONS**

7 **A. Amendments**

8 The terms and provisions of this Agreement may be amended only by a written agreement, which
9 is both (1) signed by the Plaintiffs, PAGA Counsel, Defendant, and Counsel for Defendant.

10 **B. Jurisdiction of the Court to Enforce Terms of Agreement**

11 The Parties stipulate and agree that the Court will retain jurisdiction to enforce the terms of this
12 Agreement following the entry of the Judgment, pursuant to California Code of Civil Procedure section
13 664.6 and as otherwise allowed by law. The Parties agree to the exclusive jurisdiction of the Court to
14 enforce the terms and conditions contained herein.

15 **C. Enforcement Actions**

16 In the event one or more of the Parties to this Stipulation institutes any legal action or other
17 proceeding against any other party or parties to enforce the provisions of this Stipulation, or to declare
18 rights and/or obligations under this Stipulation, the successful party or parties shall be entitled to recover
19 from the unsuccessful party or parties reasonable attorneys’ fees and costs in connection with any
20 enforcement actions.

21 **D. No Inducements**

22 Plaintiffs and Defendant acknowledge that they have been represented by Counsel of their choice
23 in connection with this Settlement Agreement and that they are entering into this Agreement as a free and
24 voluntary act without duress or undue pressure or influence of any kind or nature whatsoever and that
25 neither Plaintiffs nor Defendant has relied on any promises, representations, or warranties regarding the
26 subject matter hereof other than as set forth in this Agreement.

27 ///

1 **E. No Prior Assignment**

2 The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,
3 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity
4 any portion of any liability, claim, demand, action, cause of action or rights herein released and
5 discharged except as set forth herein.

6 **F. Counterparts**

7 This Agreement, and any amendments hereto, may be executed in any number of counterparts,
8 each of which when executed and delivered shall be deemed to be an original and all of which taken
9 together shall constitute but one and the same instrument. This Agreement will become effective on the
10 date when the last person signs and dates it.

11 **G. Integration Clause**

12 This document, along with any exhibits attached hereto, constitutes the complete and entire
13 Agreement between the parties pertaining to the subject matter hereof, and the final, complete and
14 exclusive expression of the terms and conditions of their Agreement. Any and all prior agreements,
15 representations, negotiations, and understandings between the parties, oral or written, express or implied,
16 are hereby superseded and merged herein.

17 **H. Representation Regarding Pay Periods Worked by Aggrieved Employees**

18 Defendant has represented that the Aggrieved Employees worked no more than 3,192 pay periods
19 during the PAGA Period. Should the actual number of such pay periods exceed this amount by more than
20 5%, Defendant shall increase the Total Settlement Amount on a proportionate basis for each additional
21 pay period above 5%. For example, if the final pay period count is 3,220 (a 1% increase over 3,192), then
22 the Total Settlement Amount shall remain unchanged. If, the final pay period count is 3,400 (a 6.5%
23 increase over 3,192), then the Total Settlement Amount shall increase by 1.5% to a grand total of
24 \$323,988.

25 **IN WITNESS WHEREOF**, the parties hereto execute this Agreement and have caused this
26 Agreement to be executed by their duly authorized representatives.
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Date: March 12, 2021

PLAINTIFF
DocuSigned by:
Terry Hiatt
292D2325F1DA495
TERRY HIATT
Personally and as Representative Plaintiff

PLAINTIFF

Date:

OSCAR RUIZ-GARCIA
Personally and as Representative Plaintiff

TNH MOTORS, INC. dba NORTH HOLLYWOOD
TOYOTA.

Date:

Title:
TNH MOTORS, INC.

Approved as to Form and Content:

Law Office of Gaines & Gaines, APLC

Date: March 12, 2021

Daniel F. Gaines
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff TERRY HIATT and PAGA
Counsel

Boucher, LLP

Date:

Raymond P. Boucher, Esq.
Maria L. Weitz, Esq.
Alexander Gamez, Esq.
Counsel for Plaintiff OSCAR RUIZ-GARCIA and
PAGA Counsel

///

PLAINTIFF

Date: _____

TERRY HIATT
Personally and as Representative Plaintiff

PLAINTIFF

3/12/2021
Date: _____

DocuSigned by:

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OSCAR RUIZ-GARCIA
Personally and as Representative Plaintiff

TNH MOTORS, INC. dba NORTH HOLLYWOOD
TOYOTA.

Date: _____

Title: _____
TNH MOTORS, INC.

Approved as to Form and Content:

Law Office of Gaines & Gaines, APLC

Date: _____

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff TERRY HIATT and PAGA
Counsel

Boucher, LLP

Date: _____

Raymond P. Boucher, Esq.
Maria L. Weitz, Esq.
Alexander Gamez, Esq.
Counsel for Plaintiff OSCAR RUIZ-GARCIA and
PAGA Counsel

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PLAINTIFF

Date: _____

TERRY HIATT
Personally and as Representative Plaintiff

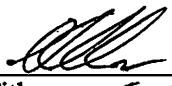
PLAINTIFF

Date: _____

OSCAR RUIZ-GARCIA
Personally and as Representative Plaintiff

TNH MOTORS, INC. dba NORTH HOLLYWOOD
TOYOTA.

Date: _____



Title: GM
TNH MOTORS, INC.

Approved as to Form and Content:

Law Office of Gaines & Gaines, APLC

Date: _____

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff TERRY HIATT and PAGA
Counsel

Boucher, LLP

Date: _____

Raymond P. Boucher, Esq.
Maria L. Weitz, Esq.
Alexander Gamez, Esq.
Counsel for Plaintiff OSCAR RUIZ-GARCIA and
PAGA Counsel

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PLAINTIFF

Date: _____

TERRY HIATT
Personally and as Representative Plaintiff

PLAINTIFF

Date: _____

OSCAR RUIZ-GARCIA
Personally and as Representative Plaintiff

TNH MOTORS, INC. dba NORTH HOLLYWOOD
TOYOTA.

Date: _____

Title: _____
TNH MOTORS, INC.

Approved as to Form and Content:

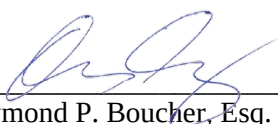
Law Office of Gaines & Gaines, APLC

Date: _____

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Counsel for Plaintiff TERRY HIATT and PAGA
Counsel

Boucher, LLP

Date: March 15, 2021



Raymond P. Boucher, Esq.
Maria L. Weitz, Esq.
Alexander Gamez, Esq.
Counsel for Plaintiff OSCAR RUIZ-GARCIA and
PAGA Counsel

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Law Offices of Sahag Majarian II

Date: 3/11/2021

DocuSigned by:
Sahag Majarian

3142D9828E6E4A2...
Sahag Majarian II, Esq.
Counsel for Plaintiff OSCAR RUIZ-GARCIA and
PAGA Counsel

MOLINO & BERARDINO, A.P.L.C.

Date: _____

Michelle Cooper, Esq.
Benjamin Carter, Esq.
Counsel for Defendant TNH MOTORS, INC. dba
NORTH HOLLYWOOD TOYOTA

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Law Offices of Sahag Majarian II

Date: _____

Sahag Majarian II, Esq.
Counsel for Plaintiff OSCAR RUIZ-GARCIA and
PAGA Counsel

Date: 3/17/21

MOLINO & BERARDINO, A.P.L.C.



Michelle Cooper, Esq.
Benjamin Carter, Esq.
Counsel for Defendant TNH MOTORS, INC. dba
NORTH HOLLYWOOD TOYOTA

PROOF OF SERVICE

**Ruiz-Garcia v. TNH Motors, Inc.
Case No. 20STCV25676**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 21600 Oxnard Street, Suite 600, Woodland Hills, CA 91367-4903.

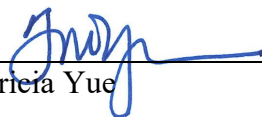
On April 28, 2021, I served true copies of the following document(s) described as **DECLARATION OF DANIEL F. GAINES IN SUPPORT OF STIPULATION AND [PROPOSED] ORDER CONSOLIDATING RELATED ACTIONS FOR ALL PURPOSES, APPROVING SETTLEMENT OF PRIVATE ATTORNEYS GENERAL ACT CLAIMS, AND DISMISSING ACTIONS WITH PREJUDICE** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY E-MAIL OR ELECTRONIC TRANSMISSION: Pursuant to Code of Civil Procedure section 1010.6 and California Rule of Court 2.251, or pursuant to the Court's order authorizing electronic service, or by an agreement of the parties, I caused the document(s) to be sent from e-mail address Yue@boucher.la to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on April 28, 2021, at Woodland Hills, California.


Tricia Yue

SERVICE LIST
Ruiz-Garcia v. TNH Motors, Inc.
Case No. 20STCV25676

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Attorneys for Plaintiff Terry Hiatt

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