

PIMENTEL LAW, P.C.

Gabriel J. Pimentel, Esq. (SBN 265328)
GJP@PimentelLaw.com
Yesenia L. Rodriguez, Esq. (SBN 331499)
YLR@PimentelLaw.com
30 N. Raymond Avenue, Suite 211
Pasadena, CA 91103
Telephone: (626) 765-9800
Fax: (626) 628-3081

Attorneys for Plaintiff,
CEEJA LYNNE BARR

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE, HISTORIC COURTHOUSE

CEEJA LYNNE BARR, an individual,

Plaintiff,

vs.

TRIANGLE MOTORS, INC., a California
corporation, MATTHEW BROWNING, an
individual, KENT C. BROWNING, an
individual, SCOTT DICKINSON, an individual,
SHAKEEL AMEEN, an individual, and DOES
1-20,

Defendants.

Case No. CVRI2100242

Assigned to Hon. Sunshine Sykes in Dept. 06

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR APPROVAL OF PAGA
SETTLEMENT; MEMORANDUM OF POINTS
& AUTHORITIES; DECLARATION OF
GABRIEL J. PIMENTEL; DECLARATION OF
CEEJA LYNNE BARR; DECLARATION OF
SETTLEMENT ADMINISTRATOR JODEY
LAWRENCE**

Date: October 28, 2021

Time: 8:30 a.m.

Dept.: 06

[Reservation ID: 236307830808]

Action Filed: January 25, 2021

Trial Date: None

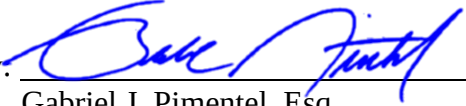
PLEASE TAKE NOTICE that on October 28, 2021 at 8:30 a.m., or as soon thereafter as the matter
may be heard in department 06 of the above-entitled Court, located at 4050 Main Street Riverside,
California 92501, Plaintiff Ceeja Lynne Barr will and hereby does move for an order approving the parties'
PAGA settlement.

This Motion will be based upon the attached memorandum of points and authorities, the

1 declaration of Gabriel J Pimentel, declaration of Ceeja Lynne Barr, declaration of settlement administrator
2 Jodey Lawrence, exhibits, all pleadings and records on file herein, all facts and other matters of which
3 this Court may take judicial notice, and such other oral and documentary evidence as may be presented at
4 hearing on this Motion.

5 **PIMENTEL LAW, P.C.**

6
7 Dated: September 23, 2021

By: 

Gabriel J. Pimentel, Esq.
Attorney for Plaintiff

TABLE OF CONTENTS

	<u>PAGE</u>
I. INTRODUCTION	1
II. FACTS AND PROCEDURAL HISTORY	1
III. PAGA SETTLEMENT TERMS	2
a) Aggrieved Employees Defined	2
b) Allocation of Settlement Sum	2
c) Administration of Payments	3
d) Notice to Aggrieved Employees	3
e) Uncashed Checks	3
f) Scope of Release	3
IV. PLAINTIFF'S INDIVIDUAL SETTLEMENT TERMS	4
a) Nature of Unpled Claims Released	4
b) Value of Each Individual Claim Released by Plaintiff	4
c) Form and Value of Consideration Paid to Plaintiff	5
d) Total Amount of Monetary Consideration, How Calculated and to Whom Paid	5
V. LEGAL STANDARD FOR APPROVING PAGA SETTLEMENT	5
VI. THE SETTLEMENT IS FAIR TO THOSE AFFECTED AND ACHEIVES THE OBJECTIVES OF THE PAGA	6
a) PAGA Provides for Default Penalty Rate of \$100 Per Violation	6
b) Nature of Alleged Violations	7
c) Number of Alleged Violations	9
d) Total Amount of Potential Penalties Liability	9
e) Total Amount of Penalties Defendant Likely to Have Been Found Liable for at Trial	9
f) Likelihood of Violations Would Have Been Proven to be Knowing and Intentional	11
g) Facts Indicating that Imposition of Penalties Would be Unjust, Arbitrary, Confiscatory or Oppressive	11
h) How Agreed Upon Penalties Were Calculated	12
i) Other Relevant Factors	12

VII.	AGGRIEVED EMPLOYEES WILL NOT BE PREJUDICED BY DISMISSAL OF PAGA CLAIM	12
VIII.	THE SETTLEMENT PROVIDES REASONABLE INCENTIVE PAYMENT TO PAGA REPRESENTATIVE	12
IX.	THE SETTLEMENT PROVIDES FOR REASONABLE ATTORNEY’S FEES & COSTS	13
	a) CCP § 1021.5’s Private Attorney General Statute	13
	b) Common Fund Doctrine	13
	c) Fees Awarded in Representative Actions Should be Comparable to Percentages Charged in Marketplace	14
	d) Courts Should Provide Fee Enhancements in Contingency Litigation	14
	e) Parties in Representative Actions are Permitted to Choose Proper Allocation of Attorney’s Fees to Reflect Amount that Defendant Would Have Been Obligated to Pay Had Plaintiff Prevailed	15
X.	CONCLUSION	16
XI.	DECLARATION OF GABRIEL J. PIMENTEL	17-29
XII.	DECLARATION OF CEEJA LYNNE BARR	30-31
XIII.	DECLARATION OF JODEY LAWRENCE	32-33

TABLE OF AUTHORITIES

CASES

PAGE

<i>7-Eleven Owners For Fair Franchising</i> , 85 Cal.App.4th 1145 (2000)	6
<i>Amaral v. Cintas Corp.</i> , 163 Cal.App.4th 1157 (2008)	7
<i>Apple Computer, Inc. v. Superior Court</i> , 126 Cal.App.4th 1253 (2005)	15
<i>Arias v. Superior Court</i> , 46 Cal.4th 969 (2009)	5, 12
<i>Bell v. Farmers Ins. Exchange</i> , 135 Cal.App.4th 1138 (2006)	4, 12
<i>Cellphone Termination Fee Cases</i> , 186 Cal. App. 4th 1380 (2010)	13
<i>Chavez v. Netflix</i> , 162 Cal.App.4th 43 (2008)	14
<i>Clark v. American Residential Services LLC</i> , 175 Cal.App.4th 785 (2009)	6, 12
<i>Class Plaintiffs v. City of Seattle</i> , 955 F.2d 1268 (9th Cir. 1992)	6
<i>Dunk v. Ford Motor Co.</i> , 48 Cal.App.4th 1794 (1996)	6
<i>Earley v. Superior Court</i> , 79 Cal.App.4th 1420 (2000)	13
<i>Greene v. Dillingham Construction N.A., Inc.</i> , 101 Cal.App.4th 418 (2002)	15
<i>Laffitte v. Robert Half Int'l Inc.</i> , 1 Cal.5th 480 (2016)	13
<i>Lealao v. Beneficial California Inc.</i> , 82 Cal.App.4th 19 (2000)	14
<i>Lofton v. Wells Fargo Home Mortg.</i> , 238 Cal.Rptr.3d 626 (2018)	14
<i>Munoz v. BCI Coca-Cola Bottling Co.</i> , 186 Cal.App.4th 399 (2010)	5
<i>O'Connor v. Uber Techs., Inc.</i> , 201 F. Supp. 3d 1110 (N.D. Cal. 2016)	5
<i>Officers for Justice v. Civil Service Comm'n</i> , 688 F.2d 615 (9th Cir. 1981)	6
<i>People v. Investco Mgmt. & Dev. LLC</i> , 22 Cal.App.5th 443 (2018)	13
<i>Wershba v. Apple Computer Inc.</i> , 91 Cal.App.4th 224 (2001)	6, 15
<i>Staton v. Boeing</i> , 327 F.3d 938 (9th Cir. 2003)	13
<i>Vincent v. Hughes Air West, Inc.</i> , 557 F.2d 759 (9th Cir. 1977)	14
<i>Williams v. Superior Court of L.A. Cnty.</i> , 3 Cal.5th 531 (2017)	5

1	<u>STATUTES</u>	<u>PAGE</u>
2	Labor Code § 2699.3	6
3	Civil Procedure Code § 340	7
4	Civil Procedure Code § 1021.5	13
5	Labor Code § 226	8
6	Labor Code § 2699	5, 7

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Ceeja Lynne Barr seeks Court approval of the parties' Private Attorneys General Act
4 ("PAGA") settlement on the ground that it is fair to those affected and achieves the objectives of the
5 PAGA.

6 **II. FACTS AND PROCEDURAL HISTORY**

7 Plaintiff Ceeja Lynne Barr was employed as a Car Salesperson for Triangle Motors, Inc. from
8 October 16, 2019 to March 3, 2020. Triangle Motors, Inc. is a car dealership located in Norco, California
9 doing business under the name Browning Dodge. As of the date of this Motion, there were approximately
10 128 employees who worked at the dealership, consisting of sales professionals, cashiers, receptionists,
11 service advisors and technicians. The aggregate number of pay periods that they collectively worked
12 between July 3, 2019 and August 06, 2021 was 3,612.

13 On July 3, 2020, Plaintiff submitted Notice to the Labor & Workforce Development Agency
14 (LWDA), Triangle Motors, Inc. Matthew Browning, Kent C. Browning, Scott Dickinson, and Shakeel
15 Ameen of Labor Code violations they allegedly committed against Plaintiff and other alleged aggrieved
16 employees. (Exhibit 1: PAGA Notice).

17 On October 20, 2020, Plaintiff submitted an Amended Notice to the LWDA, Triangle Motors,
18 Inc. Matthew Browning, Kent C. Browning, Scott Dickinson, and Shakeel Ameen of additional Labor
19 Code violations they allegedly committed against Plaintiff and other alleged aggrieved employees.
20 (Exhibit 2: Amended PAGA Notice).

21 On January 25, 2021, Plaintiff filed this PAGA action against Triangle Motors, Inc. alleging (1)
22 failure to timely pay wages, (2) willful failure to pay wages upon discharge, (3) failure to reimburse for
23 business expenditures, (3) failure to furnish itemized wage statements, (4) failure to pay minimum wage,
24 (5) failure to pay overtime, (6) failure to pay for extended work periods, and (7) failure to provide
25 uninterrupted meal and rest periods.

26 On March 8, 2021, Plaintiff propounded Special Interrogatories (Set One), Form
27 Interrogatories—Employment (Set One) and Requests for Production of Documents (Set One) on
28 Triangle Motors, Inc.

On April 26, 2021, Triangle Motors served verified responses to Plaintiff’s written discovery. Its document production totaled 1,591 pages of employee wage statements and time records, Triangle Motor’s Commission Pay Plan, its Employee Handbook and its policies related to meal periods, rest periods, off clock work and use of cell phones at work.

On June 1, 2021, the parties engaged in a full-day mediation with the Honorable Carl West (Ret.) from JAMS, which culminated in a proposed global settlement of Plaintiff’s individual and PAGA claims. (Exhibit 3: PAGA Settlement & Release).

On September 23, 2021, Plaintiff electronically submitted a copy of this Motion for Approval of PAGA Settlement and Proposed Order to the LWDA on its portal. (Exhibit 4: Proof of LWDA Submission).

III. PAGA SETTLEMENT TERMS

a. Aggrieved Employees Defined

The aggrieved employees who are encompassed by this settlement are all current and former employees of Defendant Triangle Motors, Inc. who worked as nonexempt employees at any time between July 3, 2019 and October 28, 2021 (the hearing date on this Motion). The total number of aggrieved employees is approximately 128.

b. Allocation of Settlement Sum

The total sum of the global settlement is \$300,000 (“Gross Settlement Fund”), which, subject to Court approval, will be allocated as follows: (1) \$148,000 for payment of civil penalties under the PAGA (75% of which—or \$111,000—will be paid to the LWDA and 25% of which—or \$37,000—will be paid to the 128 aggrieved employees), (2) \$2,000 for settlement administration expenses, (3) up to \$10,000 reimbursement of Plaintiff’s litigation costs, (4) \$10,000 enhancement payment to the PAGA representative to compensate for her assistance in this action, (5) \$10,000 in exchange for Plaintiff’s general release of all claims, including her own individual wage claims and (6) \$120,000 for Plaintiff’s statutory attorneys’ fees. The total time spent in connection with this litigation to date is no less than 274 hours, for a total of over \$128,305 in attorneys’ fees.

60% of the \$37,000 penalties payment to the aggrieved employees will be paid to the 62 salespersons, whereas 40% will be paid to the 66 non-sales employees based upon counsel’s assessment

1 that the majority of the alleged Labor Code violations were committed against employees who worked
2 in sales. Thus, \$22,200 in penalties payments will be paid to the 62 sales employees and \$14,800 to the
3 66 non-salespersons pro rata based on the number of pay periods they worked during the PAGA period.

4 **c. Administration of Payments**

5 The parties have agreed to utilize Phoenix Settlement Administrators to administer payment of
6 the Gross Settlement Fund. Within 21 calendar days of receipt of Court approval, the administrator will
7 distribute the Gross Settlement Fund as proposed in Section III. a. above. If the Court approves a payment
8 of less than this amount and/or the actual amount incurred by the Settlement Administrator is less than
9 \$2,000, the difference will be added to the Net Settlement Amount.

10 **d. Notice to Aggrieved Employees**

11 The Settlement Administrator shall run all the addresses provided through the United States Postal
12 Service NCOA database to obtain current address information. Within 21 calendar days after the
13 Settlement Administrator's receipt of the PAGA List, the Settlement Administrator will mail the Notice
14 of Resolution together with a settlement payment to all aggrieved employees by first-class United States
15 mail, postage prepaid, with directions to the Postmaster to forward the Notice and return all undeliverable
16 Notices to the Settlement Administrator. For each Notice of PAGA Settlement and settlement payment
17 that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the
18 Aggrieved Employee by performing an additional skip trace and shall re-mail the Notice and settlement
19 check no later than 10 calendar days following receipt of the undeliverable Notice.

20 **e. Uncashed Checks**

21 Settlement checks will specify that they are void if not negotiated within 180 days of their issuance
22 and will be voided if they are not cashed within that time period. The Settlement Administrator will remit
23 the entire amount of each PAGA aggrieved employees' uncashed Individual Settlement Payment to the
24 California State Controller for deposit in the Unclaimed Property Fund in the name of the PAGA Group
25 member to whom the uncashed Individual Settlement Payment was drafted.

26 **f. Scope of Release**

27 The scope of the release mirrors the language provided in Section 7 d. of the Court's June 18,
28 2021 PAGA Case Management Order #1. The release reads as follows:

Upon Approval by the Court of this Settlement, Plaintiff will release all

claims for statutory penalties that could have been brought by the Labor Commissioner or State of California for the violations identified in Plaintiff's pre-filing letter to the LWDA against Defendants, Defendants' officers, directors, employees and agents, ("Released Parties"); Plaintiff does not release any aggrieved employee's claim for wages or damages. ("Released Claims").

IV. PLAINTIFF'S INDIVIDUAL SETTLEMENT TERMS

a. Nature of Unpled Claims Released

Plaintiff has individual causes of action for unpaid overtime, minimum wage, business expense reimbursement, wage statement violations, meal and rest period violations and willful failure to pay wages as explained in Section VI. b. below.

b. Value of Each Individual Claim Released by Plaintiff

The total value of the wage claims released by Plaintiff is \$9,455, plus no less than \$1,575 in prejudgment interest, for a total of \$11,030 as explained below. *Bell v. Farmers Ins. Exchange*, 135 Cal.App.4th 1138, 1150 (2006) ("we conclude that the trial court properly applied the 10 percent prejudgment interest rate provided by Civil Code section 3289 to the accrual of unpaid wages").

Plaintiff typically worked six days per week, for about 50 hours per week and claims to have worked approximately four hours per week off-the-clock. She claims that on average, she failed to receive a meal period on about 13 days per month and a rest period about 24 days per month. Based on this information, the total value of her individual wage claims are as follows: (1) overtime: \$1,560 (4 hours per week x \$19.50 per hour); meal period premiums: \$845 (65 missed meal periods x \$13 per hour); rest period premiums: \$1,560 (120 missed rest periods x \$13 per hour); wage statement penalties: \$950 (\$50 x 19 pay periods); wait time penalties: \$4,290 (30 days wages) and cellphone reimbursement: \$250 (\$100 monthly cellphone bill x 50% usage at work). Assuming this Motion is approved on October 28, 2021, Plaintiff will receive payment of her owed wages 20 months after her separation of employment. As such, she would be entitled to 20 months prejudgment interest, which is equal to approximately \$1,575.

The general release of known and unknown claims that Plaintiff is releasing has a value of somewhere between \$2,500 and \$5,000 because Plaintiff is not presently aware of any facts that would constitute any further causes of action against Defendant. However, that is not to say that at some point in the future, Plaintiff might learn of some facts that could warrant additional legal action against Defendant, but which would be released by virtue of her general release.

1 **c. Form and Value of Consideration Paid to Plaintiff**

2 The consideration being paid to Plaintiff in exchange for her general release of all claims known
3 and unknown, including her individual wage claims, is \$10,000.

4 **d. Total Amount of Monetary Consideration, How Calculated and to Whom Paid**

5 The \$10,000 monetary consideration was calculated by adding the total value of Plaintiff's
6 individual wage claims and the value of the general release of unknown claims, then discounting it
7 slightly to account for the possibility that she would not obtain all damages sought in her wage claims
8 and might not have any unknown claims that have any value.

9 **V. LEGAL STANDARD FOR APPROVING PAGA SETTLEMENT**

10 "The superior court shall review and approve any settlement of any civil action filed pursuant to
11 this part." LAB. CODE § 2699 (l) (2). Class action "requirements need not be met when an employee's
12 representative action against an employer is seeking civil penalties under the Labor Code Private
13 Attorneys General Act of 2004." *Arias v. Superior Court*, 46 Cal.4th 969, 975 (2009). The court's task
14 in determining whether to approve a PAGA settlement is to "ensur[e] that any negotiated resolution is fair
15 to those affected." *Williams v. Superior Court of L.A. Cnty.*, 3 Cal.5th 531, 549 (2017). "The Court must
16 evaluate ... the adequacy of the settlement in view of the purposes and policies of PAGA," which is to
17 create "a deterrent effect upon the defendant employer and other employers." *O'Connor v. Uber Techs.,*
18 *Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016).¹ Thus, in determining whether to approve a PAGA
19 settlement, the focus is not on the amount of compensation received by aggrieved employees, but rather,
20 whether the total settlement achieves PAGA's policy of deterrence.

21 Although class action procedures need not be met when approving a PAGA settlement, in the
22 class action context, the reasonableness of a settlement is determined with an "understanding of the
23 amount that is in controversy and the realistic range of outcomes of the litigation." *Kullar v. Foot Locker*
24 *Retail*, 168 Cal.App.4th 116, 120 (2008). A settlement is fair if the "consideration being paid for the
25 release of those claims represents a reasonable compromise." *Munoz v. BCI Coca-Cola Bottling Co.*, 186
26 Cal.App.4th 399, 408 (2010). "Ultimately, the trial court's determination is nothing more than an
27 amalgam of delicate balancing, gross approximations and rough justice." *Dunk v. Ford Motor Co.*, 48

28

¹ "In the absence of California law on the subject, California courts look to federal authority." *Dunk v. Ford Motor Co.*, 48
Cal.App.4th 1794, 1801 fn.7 (1996).

1 Cal.App.4th 1794, 1801 (1996). “Neither the trial court nor this court is to reach any ultimate conclusions
2 on the contested issues of fact and law which underlie the merits of the dispute, for it is the very
3 uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce
4 consensual settlements. In other words, the settlement or fairness hearing is not to be turned into a trial
5 or rehearsal for trial on the merits.” *7-Eleven Owners For Fair Franchising*, 85 Cal.App.4th, 1135, 1145
6 (2000). “The proposed settlement is not to be judged against a hypothetical or speculative measure of
7 what might have been achieved had plaintiffs prevailed at trial.” *Wershba v. Apple Computer Inc.*, 91
8 Cal.App.4th 224, 246 (2001).

9 “The court must stop short of the detailed and thorough investigation that it would undertake if it
10 were actually trying the case.” *Clark v. American Residential Services LLC*, 175 Cal.App.4th 785, 799
11 (2009). “A settlement need not obtain 100 percent of the damages sought in order to be fair and
12 reasonable. (See *Rebney v. Wells Fargo Bank*, *supra*, 220 Cal.App.3d at p. 1139 [settlements found to be
13 fair and reasonable even though monetary relief provided was ‘relatively paltry’]; *City of Detroit v.*
14 *Grinnell Corp.*, *supra*, 495 F.2d at p. 455 [settlement amounted to only ‘a fraction of the potential
15 recovery’].) Compromise is inherent and necessary in the settlement process.” *Wershba*, 91 Cal.App.4th
16 at 250. “The very essence of a settlement is compromise, ‘a yielding of absolutes and an abandoning of
17 highest hopes.’” *Officers for Justice v. Civil Service Comm’n*, 688 F.2d 615, 624 (9th Cir. 1981). There is a
18 “strong judicial policy that favors settlements, particularly where complex class action litigation is
19 concerned.” *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).

20 **VI. THE SETTLEMENT IS FAIR TO THOSE AFFECTED AND ACHIEVES THE** 21 **OBJECTIVES OF THE PAGA**

22 **a. PAGA Provides for Default Penalty Rate of \$100 Per Violation**

23 California Labor Code § 2699.3 (c) authorizes an aggrieved employee to bring a representative
24 action for the collection of civil penalties on behalf of himself and other employees against an employer who
25 has committed Labor Code violations against them. “The civil penalty is one hundred dollars (\$100) for
26 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each
27 aggrieved employee per pay period for each subsequent violation.” LAB. CODE § 2699 (f) (2). The statute
28 of limitations for collecting civil penalties is 12 months. CIV. PROC. CODE § 340 (a). “In any action by

1 an aggrieved employee seeking recovery of a civil penalty available under subdivision (a) or (f), a court
2 may award a lesser amount than the maximum civil penalty amount specified by this part if, based on
3 the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust,
4 arbitrary and oppressive, or confiscatory.” LAB. CODE § 2699 (e) (2).

5 According to *Amaral v. Cintas Corp.*, 163 Cal.App.4th 1157, 1209 (2008), “a ‘subsequent’
6 violation (which carries a double penalty) must refer to something other than an underpayment that
7 occurs after the first pay period. Although common sense might suggest a ‘subsequent’ violation is
8 nothing more than a violation that occurs at a later point in time after an ‘initial’ violation, this definition
9 is inadequate because the statutes provide for multiple penalties for ‘each failure to pay each employee’
10 incurred in an initial violation. Until the employer has been notified that it is violating a Labor Code
11 provision (whether or not the commissioner or court chooses to impose penalties), the employer cannot
12 be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to
13 penalties. However, after the employer has learned its conduct violates the Labor Code, the employer is
14 on notice that any future violations will be punished just the same as violations that are willful or
15 intentional — i.e., they will be punished at twice the rate of penalties that could have been imposed or
16 that were imposed for the initial violation.”

17 Here, there was no evidence that prior to the filing of this suit, that a court or Labor Commissioner
18 had found Triangle Motors, Inc. to have violated any of the Labor Code provisions that were alleged in
19 Plaintiff’s PAGA suit. As such, if the *Amaral* decision is controlling in PAGA actions, Triangle Motors’s
20 alleged violations of the Labor Code would be subject to civil penalties at a maximum \$100 rate, subject
21 to a discretionary reduction.

22 **b. Nature of Alleged Violations**

23 Failure to reimburse claim: Plaintiff alleged that the use of personal cell phones was a necessity
24 for the salesperson position because phones were required to locate, unlock, and start the ignition of
25 vehicles. She also claims that cellphones were necessary to communicate with customers because the
26 dealership only had four telephones that were shared by up to 20 salespersons.

27 Minimum wage and overtime claims: Plaintiff alleged that salespersons worked four off-the-clock
28 hours per week on average because Triangle Motors salespersons would communicate via text and phone

1 with customers, potential customers and managers regarding potential sales and other work-related issues
2 after regular working hours and during their days off. However, they were not paid for these off-the-
3 clock hours worked. Plaintiff alleges that management was aware that employees worked on their days-
4 off because they communicated with them about work on the salespersons' days off.

5 Wage statement claim: Plaintiff alleged that because none of the off-the-clock hours worked by
6 salespersons was recorded on their wage statements, Triangle Motors therefore failed to furnish wage
7 statements that contained the correct amount of gross wages earned in violation of Labor Code § 226
8 (a) (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages
9 earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each
10 corresponding hourly rate in violation of Labor Code § 226 (a) (9).

11 Willful failure to pay wages claim: Plaintiff alleges that none of the salespersons whose
12 employment separated with the company were ever paid any of their due wages.

13 Failure to timely pay wages: Plaintiff alleged that because the sums due for salespersons' overtime
14 and minimum wage were never paid, salespersons were therefore not paid all wages earned by the seventh
15 calendar day following the close of their pay periods.

16 Meal period claims: Plaintiff alleges that because of understaffing and management's demanding
17 expectations, salespersons were not authorized or permitted to take uninterrupted meal periods for every
18 five hours worked. She claims that they regularly worked through meal periods and had meal periods
19 interrupted by supervisors and customers to meet management's expected targets and that many of them
20 routinely clocked out for 30 minutes during their meal period, but would continue working and serving
21 customers.

22 Rest period claims: Plaintiff also alleged that salespersons failed to take rest periods because the
23 demands of the job and expectations of the managers prevented it. She alleged that management expected
24 that salespersons could never be idle, and when there were no customers around, they were required to
25 make phone calls, update their product knowledge or taking training. Plaintiff alleges that when
26 salespersons were sitting idle, management would tell them that they were "sitting around doing nothing."

27 **c. Number of Alleged Violations**

28 The total aggregate number of pay periods worked by all 128 aggrieved employees (62

salespersons and 66 non-sales employees) between July 3, 2019 and August 06, 2021 was 3,612. If Plaintiff were to have proven that each and every aggrieved employee was subjected to a minimum wage, overtime, meal period, rest period, reimbursement, wage statement and failure to timely pay wages violation on each of the 3,612 aggregate pay periods that they worked during the PAGA period, the number of violations committed would have been 25,284. As to the 60 aggrieved employees whose employment separated at some point during the PAGA period, if Plaintiff were to have proven that Triangle Motors willfully failed to pay each of them all due wages within the time required by Labor Code § 201-202, that would have given rise to 60 violations. Thus, the maximum aggregate number of violations that Triangle Motors allegedly violated was 25,344.

d. Total Amount of Potential Penalties Liability

If the Court were to apply the \$100 default penalty rate for all Labor Code violations pled, the total amount of penalties for which Triangle Motors would be liable if all allegations were proven true would be \$2,534,400.

e. Total Amount of Penalties Defendant Likely to Have Been Found Liable for at Trial

The total amount of penalties that Triangle Motors would likely to have been found liable for at trial would have been approximately \$644,742. However, for the reasons discussed Section IV. g. below, the Court would have likely applied a discretionary reduction in penalties under LAB. CODE § 2699 (e) (2), which could have reduced the total penalties award by anywhere from 10%-90%.

The only evidence of widespread, systematic Labor Code violations committed by Triangle Motors against its employees during the PAGA period that Plaintiff uncovered was as to its salespersons, which totaled 62 individuals. This is because the other 66 non-sales employees (cashiers, receptionists, service advisors and auto mechanics) had vastly different job duties and performance expectations. Indeed, mechanics, receptionists, cashiers and service advisors would have no reason to call customers after hours; or to speak to potential customers during their meal and rest periods; or to unlock vehicles with their personal phones to take them on test drives in the same way salespeople would. Thus, any Labor Code violations committed against the 66 non-sales employees during the PAGA period would have been isolated occurrences, as opposed to part of the larger pattern and practice of Labor Code violations that were committed against Triangle Motors's salesforce. As such, it is not likely that Plaintiff

1 would have proven anything more than a 1% violation rate against this group of 66 employees, for a total
2 of \$12,642² in penalties.

3 Although most witnesses largely corroborated Plaintiff's allegations that salespersons were not
4 authorized or permitted to take compliant meal and rest periods, there was some divergence of opinion
5 by a few witnesses as to whether salespersons skipped their meal and rest periods out of their personal
6 preference to not miss making a sale, as well as the frequency that they skipped them. Most witnesses
7 stated that salespersons rarely, if ever received compliant meal periods for every five hours worked or
8 rest periods for every four hours worked, while a minority of them stated that they routinely took them.
9 Further, some witnesses claimed that meal and rest periods were permitted, and that any salesperson who
10 skipped their lunch did so because they did not want to miss out on making sales. Thus, while Plaintiff
11 believes that she would have proven meal and rest period violations at trial, it is uncertain how many pay
12 periods the Court would have found the violations to have occurred.

13 There was also some divergence in opinion among witnesses interviewed as to how frequently
14 salespersons worked off the clock after the conclusion of their regularly scheduled shifts. Some witnesses
15 characterized it as a daily occurrence, while others characterized it as occasional or infrequent. Thus,
16 while Plaintiff believes that she would have proven minimum wage and overtime off-the-clock violations
17 at trial, it is uncertain how many pay periods the Court would have found the violations to have occurred.

18 Also, the witness interviewed overwhelmingly corroborated the allegation that salespersons were
19 required to use their own personal cellphone to open vehicles and to communicate with customers.
20 However, some witnesses stated that the number of company phones provided to salespersons was
21 sufficient because, according to those witnesses, on most days, there weren't more than four salespersons
22 who needed to use those phones at any given time. Thus, Plaintiff believes that she would have proven
23 the cellphone reimbursement claims at trial, but is unsure how many.

24 Lastly, Triangle Motors produced facially compliant policies regarding meal and rest periods and
25 off-the-clock work, which prohibited off-the-clock work and skipping meal and rest periods. According
26

27 ² These 66 employees worked a total of approximately 1,806 pay periods during the PAGA period. If we
28 were to multiply that by \$700 (\$100 for each of the 7 categories of Labor Code violations), the
approximate total amount of penalties would be \$1,264,200. If we multiply that amount by 1%, we arrive
at the \$12,642.

to several witnesses, Triangle Motors regularly had trainings and meetings explaining the company's policies of not working off the clock or skipping meal and rest periods. Thus, there would have been triable issues as to whether aggrieved employees who failed to take meal or rest periods and worked off the clock did so without the knowledge or authorization of the company.

Based on the foregoing, Plaintiff likely would have shown a violation rate of about 50% as to the 62 salespersons, for a total of \$632,100³ in penalties. If we were to add the \$12,642 in penalties that would have likely been proven as to the non-sales employees, the total amount of penalties that likely would have been proven would have been \$644,742.

f. Likelihood of Violations Would Have Been Proven to be Knowing and Intentional

There would have been a nearly 50/50 likelihood that the violations would have been proven to be knowing and intentional. On the one hand, the violations against Triangle Motors's salesforce was so widespread and pervasive that it would have been very difficult for ownership to credibly deny that it was not aware of the violations. In addition, virtually all mid-level managers were aware of the ongoing violation because they participated and/or directed them to occur. On the other hand, the witnesses did confirm that the company regularly held trainings and meetings to discuss their written, facially compliant off-the-clock, meal and rest period policies, which prohibited off-the-clock work and required employees to take meal and rest periods. Thus, the defense could argue that it took all reasonable steps to prevent violations, but salespersons nevertheless disregarded the policies to make more sales.

g. Facts Indicating that Imposition of Penalties Would be Unjust, Arbitrary, Confiscatory or Oppressive

As discussed above, there was evidence that the company regularly held trainings and meetings to discuss their written, facially compliant off-the-clock, meal and rest period policies, and therefore seemingly took all reasonable steps to prevent violations. Further, the Court might take into account the extent to which some of the salespersons might have acted outside of written policies for their own financial gain. Namely, making more sales.

³ These 62 employees worked a total of approximately 1,806 pay periods during the PAGA period. If we were to multiply that by \$700 (\$100 for each of the 7 categories of Labor Code violations), the approximate total amount of penalties would be \$1,264,200. If we multiply that amount by 50%, we arrive at the \$632,100.

1 **h. How Agreed Upon Penalties Were Calculated**

2 As stated in footnote 2, the 66 non-sales employees worked a total of approximately 1,806 pay
3 periods between July 3, 2019 and August 06, 2021. If we were to multiply that by \$700, the approximate
4 total amount of penalties would be \$1,264,200. If we multiply that amount by 1%, we arrive at the
5 \$12,642. As stated in footnote 3, the 62 salespersons worked a total of approximately 1,806 pay periods
6 between July 3, 2019 and August 06, 2021. If we were to multiply that by \$700, the approximate total
7 amount of penalties would be \$1,264,200. If we multiply that amount by 50%, we arrive at the \$632,100.

8 **i. Other Relevant Factors**

9 The fact that none of the 128 alleged aggrieved employees ever brought their own individual suit
10 since this action was filed demonstrates an indifference by them to the amount of the settlement or penalty
11 allocation. Also, to the extent that the LWDA does not object to this proposed settlement, this further
12 militates in favor of settlement approval.

13 **VII. AGGRIEVED EMPLOYEES WILL NOT BE PREJUDICED BY DISMISSAL OF**
14 **PAGA CLAIM**

15 With respect to PAGA judgments, nonparty employees are “not be bound by the judgment as to
16 remedies other than civil penalties.” *Arias v. Superior Court*, 46 Cal.4th 969, 987 (2009). As such,
17 aggrieved employees will not be prejudiced by a dismissal of this action because that dismissal will not
18 bar them from seeking their own individual remedies against Triangle Motors for any of the Labor Code
19 violations that have been released as part of the parties’ PAGA settlement. Further, there are no other
20 known pending actions that would be affected by Plaintiff’s release of PAGA claims in this suit.

21 **VIII. THE SETTLEMENT PROVIDES REASONABLE INCENTIVE PAYMENT TO**
22 **PAGA REPRESENTATIVE**

23 Incentive award payments to compensate named plaintiffs are authorized in class actions for their
24 efforts in bringing class cases. *Clark v. American Residential Services, LLC*, 175 Cal App 4th 785, 804
25 (2009); *Bell v Farmers Ins. Exchange*, 115 Cal App 4th 715, 726 (2004). Incentive awards are “intended
26 to compensate class representatives for work done on behalf of the class, to make up for financial or
27 reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act
28 as a private attorney general.” *Cellphone Termination Fee Cases*, 186 Cal. App. 4th 1380, 1394 (2010).

1 Plaintiff, who has never previously been a PAGA claimant, seeks a \$10,000 incentive payment,
2 which recognizes the financial risk, time and effort expended by her over the 17-month period that she
3 assisted with pursuing this matter on behalf of the aggrieved employees. Plaintiff faced a potential
4 judgment against her if this case had been unsuccessful because in representative actions, representatives
5 are liable for the prevailing party's costs. *Earley v. Superior Court*, 79 Cal.App.4th 1420, 1433-1434
6 (2000). Finally, Plaintiff also accepted the negative impact that this suit will have on future employment
7 opportunities, as prospective employers may be less inclined to hire an employee who has served as a
8 PAGA representative. *See, Staton v. Boeing*, 327 F.3d 938, 977 (9th Cir. 2003). As such, in recognition
9 of her contributions, Plaintiff respectfully requests that this Court approve the PAGA Representative
10 enhancement payment in the amount of \$10,000.

11 **IX. THE SETTLEMENT PROVIDES FOR REASONABLE ATTORNEY'S FEES &**
12 **COSTS**

13 **a. CCP § 1021.5's Private Attorney General Statute**

14 "When a number of persons are entitled in common to a specific fund, and an action brought by
15 a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such
16 plaintiff or plaintiffs may be awarded attorney's fees out of the fund." *Laffitte v. Robert Half Int'l Inc.*, 1
17 Cal.5th 480, 497 (2016); CIV. PROC. CODE § 1021.5. Formal intervention is unnecessary to obtain section
18 1021.5 fees. *People v. Investco Mgmt. & Dev. LLC*, 22 Cal.App.5th 443, 459 (2018).

19 **b. Common Fund Doctrine**

20 "California has long recognized, as an exception to the general American rule that parties bear
21 the costs of their own attorneys, the propriety of awarding an attorney fee to a party who has recovered
22 or preserved a monetary fund for the benefit of himself or herself and others. In awarding a fee from the
23 fund or from the other benefited parties, the trial court acts within its equitable power to prevent the other
24 parties' unjust enrichment. Because it distributes the cost of hiring an attorney among all the parties
25 benefitted, a common fund fee award has sometimes been referred to as 'fee spreading. Class action
26 litigation can result in an attorney fee award pursuant to a statutory fee shifting provision or through the
27 common fund doctrine when ... a class settlement agreement establishes a relief fund from which the
28 attorney fee is to be drawn." *Lofton v. Wells Fargo Home Mortg.*, 238 Cal.Rptr.3d 626, 639-40 (2018).

1 “The common fund doctrine provides that a private plaintiff, or his attorney, whose efforts create,
2 discover, increase or preserve a fund to which others also have a claim is entitled to recover from the
3 fund the costs of his litigation, including attorneys’ fees. The doctrine is employed to realize the broadly
4 defined purpose of recapturing unjust enrichment. That is, the doctrine is designed to spread litigation
5 costs proportionately among all the beneficiaries so that the active beneficiary does not bear the entire
6 burden alone and the ‘stranger’ beneficiaries do not receive their benefits at no cost to themselves.”
7 *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977).

8 **c. Fees Awarded in Representative Actions Should be Comparable to Percentages**
9 **Charged in Marketplace**

10 “The amount of attorney fees typically negotiated in comparable litigation should be considered
11 in the assessment of a reasonable fee in representative actions in which a fee agreement is impossible.
12 Given the unique reliance of our legal system on private litigants to enforce substantive provisions of
13 law through class and derivative actions, attorneys providing the essential enforcement services must be
14 provided incentives roughly comparable to those negotiated in the private bargaining that takes place in
15 the legal marketplace, as it will otherwise be economic for defendants to increase injurious behavior. In
16 defining a ‘reasonable fee’ in such representative actions the law should mimic the market.” *Lealao v.*
17 *Beneficial California Inc.*, 82 Cal.App.4th 19, 47-48 (2000); *Chavez v. Netflix*, 162 Cal.App.4th 43, 65
18 (2008) (noting the trial court’s finding that 20%-40% encompassed the range of contingency fee
19 percentages found in the marketplace).

20 **d. Courts Should Provide Fee Enhancement in Contingency Litigation**

21 “The multiplier for contingent risk brings the financial incentives for attorneys enforcing
22 important constitutional rights into line with incentives they have to undertake claims for which they are
23 paid on a fee-for-services basis. Applying a fee enhancement does not inevitably result in a windfall to
24 attorneys: Under our precedents, the unadorned lodestar reflects the general local hourly rate for a *fee-*
25 *bearing case*; it does *not* include any compensation for contingent risk, extraordinary skill, or any other
26 factors a trial court may consider under *Serrano III*. The adjustment to the lodestar figure, e.g., to provide
27 a fee enhancement reflecting the risk that the attorney will not receive payment if the suit does not
28 succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor fortuitous.

1 Rather, it is intended to approximate market-level compensation for such services, which typically
2 includes a premium for the risk of nonpayment or delay in payment of attorney fees.” *Greene v.*
3 *Dillingham Construction N.A., Inc.*, 101 Cal.App.4th 418, 426-27 (2002). “Multipliers can range from 2
4 to 4 or even higher.” *Wershba v. Apple Computers, Inc.*, 91 Cal.App.4th 224, 255 (2001).

5 **e. Parties in Representative Actions are Permitted to Choose Proper Allocation of**
6 **Attorneys’ Fees to Reflect Amount that Defendant Would Have Been Obligated to**
7 **Pay Had Plaintiff Prevailed**

8 “Even where the parties do not specifically agree to the amount of attorney fees, the defendant
9 usually has a fairly good idea of the range of fees that will be sought and the approximate amount likely
10 to be awarded. The value of the benefit a settling defendant is willing to confer on the class — either
11 through the establishment of a separate fund or in some other way — will therefore invariably be
12 influenced by the amount of fees it *would* be obliged, or estimates it *would* be obliged, to pay class
13 counsel *if it did so directly*.” *Apple Computer, Inc. v. Superior Court*, 126 Cal.App.4th 1253, 1269
14 (2005). Thus, “it is well settled that the parties to a lawsuit may negotiate a settlement according to which
15 the defendant makes a lump-sum payment embracing both monetary relief to the plaintiff and attorney’s
16 fees liability. The device of a lump-sum settlement is normally used in class action cases governed by a
17 fee-shifting statute which, if the plaintiffs were to prevail at trial, might permit them to obtain substantial
18 fees directly from the defendant in addition to the amount of any judgment.” *Apple Computer, Inc.*, 126
19 Cal.App.4th at 1269.

20 Over the past 15 months, Plaintiff propounded multiple sets of written discovery, consisting of
21 document demands, special interrogatories and form interrogatories, which required Plaintiff to meet
22 and confer regarding supplemental responses. Further, Plaintiff has taken numerous recorded witness
23 interviews. In addition, Plaintiff’s counsel has reviewed and analyzed 1,591 pages of documents
24 produced by the defense, plus hundreds of additional pages of materials provided by Plaintiff. In
25 addition, the parties prepared for and attended a full-day mediation. As detailed in the contemporaneous
26 time records produced herewith, Plaintiff’s counsel has spent no less than 274 hours of work in
27 connection with this case, for a total of over \$128,305 in attorney’s fees and nearly \$10,000 in litigation
28 costs to date. (Exhibit 5: Itemized Time and Expense Detail). This figure does not take into account the

1 lodestar multiplier that Plaintiff could have received if the case would have been tried. Further, Plaintiff
2 anticipates spending an additional 20 hours of work after the filing of this Motion, including preparing
3 for and attending the hearing on this Motion, and, assuming the Court approves the settlement, post
4 settlement obligations to implement the terms of the settlement.

5 The proposed \$120,000 allocation to attorney's fees and up to \$10,000 in litigation costs is fair
6 and reasonable given the result obtained on the PAGA claim and the amount of time, effort, risk and
7 expense incurred by Plaintiff's counsel to obtain the result. Based upon Plaintiff's counsel's efforts,
8 Plaintiff would have had a near certain Judgment at trial, which would have entitled the firm to far more
9 than \$120,000 in attorneys' fees sought in this Motion.

10 Because Plaintiff's counsel takes only contingency cases, if the firm were not to receive the full
11 amount of attorneys' fees requested in the majority of cases, it would not be economically feasible to
12 undertake this type of representation in light of staffing costs and overhead required to maintain this type
13 of practice. Further, the rates charged by Plaintiff's counsel are in line with rates charged by other
14 employment litigators with similar experience. Additionally, Plaintiff's counsel advanced nearly \$10,000
15 in litigation costs in this case, undertook the risk of never being compensated for the work performed on
16 the case and losing all out-of-pocket costs spent on the litigation. Thus, based on inherent complexity of
17 PAGA litigation, risk of nonpayment, time and effort spent, expenses incurred, the 18-month anticipated
18 delay in payment of attorneys' fees and reimbursement of litigation costs and the good result obtained,
19 the amount sought in attorneys' fees is reasonable.

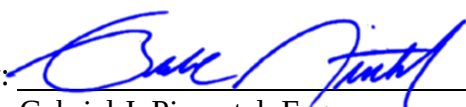
20 The fee agreement between Plaintiff's counsel and Plaintiff is a written contingency fee
21 agreement, whereby our firm agreed to advance all litigation costs and take a percentage of any recovery
22 that might be obtained in this matter. There is no fee-splitting agreement between our firm and any other
23 firm in connection with this case. As such, all attorneys' fees would be paid to Plaintiff's counsel.

24 **X. CONCLUSION**

25 Based on the above, Plaintiff respectfully requests that the Court grant her Motion for approval.

26 **PIMENTEL LAW, P.C.**

27 Dated: September 23, 2021

28 By: 
Gabriel J. Pimentel, Esq.
Attorney for Plaintiff

DECLARATION OF GABRIEL J. PIMENTEL

I, Gabriel J Pimentel, declare as follows:

1. I am the attorney for the plaintiff in this action, and am a member in good standing with the State Bar of California.

2. I have personal knowledge of all facts contained in this declaration, and if called to do so, I could and would testify thereto.

3. Plaintiff Ceeja Lynne Barr was employed as a Car Salesperson for Triangle Motors, Inc. from October 16, 2019 to March 3, 2020. Triangle Motors, Inc. is a car dealership located in Norco, California doing business under the name Browning Dodge. As of the date of this Motion, there were approximately 128 employees who worked at the dealership, consisting of sales professionals, cashiers, receptionists, service advisors and technicians. The aggregate number of pay periods that they collectively worked between July 3, 2019 and August 06, 2021 was 3,612.

4. On July 3, 2020, Plaintiff submitted Notice to the Labor & Workforce Development Agency (LWDA), Triangle Motors, Inc. Matthew Browning, Kent C. Browning, Scott Dickinson, and Shakeel Ameen of Labor Code violations they allegedly committed against Plaintiff and other alleged aggrieved employees. A true and correct copy of Plaintiff's PAGA Notice is attached hereto as Exhibit 1.

5. On October 20, 2020, Plaintiff submitted an Amended Notice to the LWDA, Triangle Motors, Inc. Matthew Browning, Kent C. Browning, Scott Dickinson, and Shakeel Ameen of additional Labor Code violations they allegedly committed against Plaintiff and other alleged aggrieved employees. A true and correct copy of Plaintiff's Amended PAGA Notice is attached hereto as Exhibit 2.

6. On January 25, 2021, Plaintiff filed this PAGA action against Triangle Motors, Inc. alleging (1) failure to timely pay wages, (2) willful failure to pay wages upon discharge, (3) failure to reimburse for business expenditures, (3) failure to furnish itemized wage statements, (4) failure to pay minimum wage, (5) failure to pay overtime, (6) failure to pay for extended work periods, and (7) failure to provide uninterrupted meal and rest periods.

7. On March 8, 2021, Plaintiff propounded Special Interrogatories (Set One), Form Interrogatories—Employment (Set One) and Requests for Production of Documents (Set One) on Triangle Motors, Inc.

1 8. On April 26, 2021, Triangle Motors served verified responses to Plaintiff's written
2 discovery. Its document production totaled 1,591 pages of employee wage statements and time records,
3 Triangle Motor's Commission Pay Plan, its Employee Handbook and its policies related to meal periods,
4 rest periods, off clock work and use of cell phones at work.

5 **D(1)(a)**

6 9. A true and correct copy of the fully executed PAGA settlement agreement is attached hereto
7 as Exhibit 3.

8 **D(1)(b)**

9 10. On June 1, 2021, the parties engaged in a full-day mediation with Hon. Carl West (Ret.) from
10 JAMS, which culminated in a proposed global settlement of Plaintiff's individual and PAGA claims.

11 **D(1)(c)**

12 11. On September 23, 2021, Plaintiff electronically submitted a copy of this Motion for
13 Approval of PAGA Settlement and Proposed Order to the LWDA on its portal. A true and correct copy
14 of a Proof of LWDA Submission is attached hereto as Exhibit 4.

15 **Aggrieved Employees Defined**

16 12. The aggrieved employees who are encompassed by this settlement are all current and former
17 employees of Defendant Triangle Motors, Inc. who worked as nonexempt employees at any time between
18 July 3, 2019 and October 28, 2021 (the hearing date on this Motion). The total number of aggrieved
19 employees is approximately 128.

20 **Allocation of Settlement Sum**

21 13. The total sum of the global settlement is \$300,000 ("Gross Settlement Fund"), which,
22 subject to Court approval, will be allocated as follows: (1) \$148,000 for payment of civil penalties under
23 the PAGA (75% of which—or \$111,000—will be paid to the LWDA and 25% of which—or \$37,000—
24 will be paid to the 128 aggrieved employees), (2) \$2,000 for settlement administration expenses, (3) up
25 to \$10,000 reimbursement of Plaintiff's litigation costs, (4) \$10,000 enhancement payment to the PAGA
26 representative to compensate for her assistance in this action, (5) \$10,000 in exchange for Plaintiff's
27 general release of all claims, including her own individual wage claims and (6) \$120,000 for Plaintiff's
28 statutory attorneys' fees. The total time spent in connection with this litigation to date is no less than 274

hours, for a total of over \$128,305 in attorneys' fees.

14. 60% of the \$37,000 penalties payment to the aggrieved employees will be paid to the 62 salespersons, whereas 40% will be paid to the 66 non-sales employees based upon counsel's assessment that the majority of the alleged Labor Code violations were committed against employees who worked in sales. Thus, \$22,200 in penalties payments will be paid to the 62 sales employees and \$14,800 to the 66 non-salespersons pro rata based on the number of pay periods they worked during the PAGA period.

Administration of Payments

15. The parties have agreed to utilize Phoenix Settlement Administrators to administer payment of the Gross Settlement Fund. Within 21 calendar days of receipt of Court approval, the administrator will distribute the Gross Settlement Fund as proposed in Section III. a. above. If the Court approves a payment of less than this amount and/or the actual amount incurred by the Settlement Administrator is less than \$2,000, the difference will be added to the Net Settlement Amount.

Notice to Aggrieved Employees

16. The Settlement Administrator shall run all the addresses provided through the United States Postal Service NCOA database to obtain current address information. Within 21 calendar days after the Settlement Administrator's receipt of the PAGA List, the Settlement Administrator will mail the Notice of Resolution together with a settlement payment to all aggrieved employees by first-class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Settlement and settlement payment that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by performing an additional skip trace and shall re-mail the Notice and settlement check no later than 10 calendar days following receipt of the undeliverable Notice.

Scope of Release

17. The scope of the release mirrors the language provided in Section 7 d. of the Court's June 18, 2021 PAGA Case Management Order #1. The release reads as follows:

Upon Approval by the Court of this Settlement, Plaintiff will release all claims for statutory penalties that could have been brought by the Labor Commissioner or State of California for the violations identified in Plaintiff's pre-filing letter to the LWDA against Defendants, Defendants' officers, directors, employees and agents, ("Released Parties"); Plaintiff does not release any aggrieved employee's claim for wages or damages.

(“Released Claims”).

D(2)(a)

18. The nature of the alleged violations are as follows:

19. Failure to reimburse claim: Plaintiff alleged that the use of personal cell phones was a necessity for the salesperson position because phones were required to locate, unlock, and start the ignition of vehicles. She also claims that cellphone were necessary to communicate with customers because the dealership only had four telephones that were shared by up to 20 sales persons.

20. Minimum wage and overtime claims: Plaintiff alleged that salespersons worked four off-the-clock hours per week on average because Triangle Motors salespersons would communicate via text and phone with customers, potential customers and managers regarding potential sales and other work-related issues after regular working hours and during their days off. However, they were not paid for these off-the-clock hours worked. Plaintiff alleges that management was aware that employees worked on their days-off because they communicated with them about work on the salespersons’ off days.

21. Wage statement claim: Plaintiff alleged that because none of the off-the-clock hours worked by salespersons was recorded on their wage statements, Triangle Motors therefore failed to furnish wage statements that contained the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

22. Willful failure to pay wages claim: Plaintiff alleges that none of the salespersons whose employment separated with the company were ever paid any of their due wages.

23. Failure to timely pay wages: Plaintiff alleged that because the sums due for salespersons’ overtime and minimum wage were never paid, salespersons were therefore not paid all wages earned by the seventh calendar day following the close of their pay periods.

24. Meal period claims: Plaintiff alleges that as a result of understaffing and management’s demanding expectations, salespersons were not authorized or permitted to take uninterrupted meal periods for every five hours worked. She claims that they regularly worked through meal periods and had meal periods interrupted by supervisors and customers to meet management’s expected targets and that

1 many of them routinely clocked out for 30 minutes during their meal period, but would continue working
2 and serving customers.

3 25. Rest period claims: Plaintiff also alleged that salespersons failed to take rest periods because
4 the demands of the job and expectations of the managers prevented it. She alleged that management
5 expected that salespersons could never be idle, and when there were no customers around, they were
6 required to make phone calls, update their product knowledge or taking training. Plaintiff alleges that
7 when salespersons were sitting idle, management would tell them that they were “sitting around doing
8 nothing.”

9 **D(2)(b)**

10 26. The total aggregate number of pay periods worked by all 128 aggrieved employees (62
11 salespersons and 66 non-sales employees) between July 3, 2019 and August 06, 2021 was 3,612. If
12 Plaintiff were to have proven that each and every aggrieved employee was subjected to a minimum wage,
13 overtime, meal period, rest period, reimbursement, wage statement and failure to timely pay wages
14 violation on each of the 3,612 aggregate pay periods that they worked during the PAGA period, the
15 number of violations committed would have been 25,284. As to the 60 aggrieved employees whose
16 employment separated at some point during the PAGA period, if Plaintiff were to have proven that
17 Triangle Motors willfully failed to pay each of them all due wages within the time required by Labor
18 Code § 201-202, that would have given rise to 60 violations. Thus, the maximum aggregate number of
19 violations that Triangle Motors allegedly violated was 25,344.

20 **D(2)(c)**

21 27. Here, there was no evidence that prior to the filing of this suit, that a court or Labor
22 Commissioner had found Triangle Motors, Inc. to have violated any of the Labor Code provisions that
23 were alleged in Plaintiff’s PAGA suit. As such, if the *Amaral* decision is controlling in PAGA actions,
24 Triangle Motors’s alleged violations of the Labor Code would be subject to civil penalties at a maximum
25 \$100 rate, subject to a discretionary reduction.

26 28. If the Court were to apply the \$100 default penalty rate for all Labor Code violations pled,
27 the total amount of penalties for which Triangle Motors would be liable if all allegations were proven
28 true would be \$2,534,400.

D(2)(d)

29. The total amount of penalties that Triangle Motors would likely to have been found liable for at trial would have been approximately \$644,742. However, for the reasons discussed Section IV. g. below, the Court would have likely applied a discretionary reduction in penalties under LAB. CODE § 2699 (e) (2), which could have reduced the total penalties award by anywhere from 10%-90%.

30. The only evidence of widespread, systematic Labor Code violations committed by Triangle Motors against its employees during the PAGA period that Plaintiff uncovered was as to its salespersons, which totaled 62 persons. This is because the other 66 non-sales employees (cashiers, receptionists, service advisors and auto mechanics) had vastly different job duties and performance expectations. Indeed, mechanics, receptionists, cashiers and service advisors would have no reason to call customers after hours; or to speak to potential customers during their meal and rest periods; or to unlock vehicles with their personal phones to take them on test drives in the same way salespeople would. Thus, any Labor Code violations committed against the 66 non-sales employees during the PAGA period would have been isolated occurrences, as opposed to part of the larger pattern and practice of Labor Code violations that were committed against Triangle Motors's salesforce. As such, it is not likely that Plaintiff would have proven anything more than a 1% violation rate against this group of 66 employees, for a total of \$12,642 in penalties.

31. Although most witnesses largely corroborated Plaintiff's allegations that salespersons were not authorized or permitted to take compliant meal and rest periods, there was some divergence of opinion by a few witnesses as to whether salespersons skipped their meal and rest periods out of their personal preference to not miss making a sale, as well as the frequency that they skipped them. Most witnesses stated that salespersons rarely, if ever received compliant meal periods for every five hours worked or rest periods for every four hours worked, while a minority of them stated that they routinely took them. Further, some witnesses claimed that meal and rest periods were permitted, and that any salesperson who skipped their lunch did so because they did not want to miss out on making sales. Thus, while Plaintiff believes that she would have proven meal and rest period violations at trial, it is uncertain how many pay periods the Court would have found the violations to have occurred.

32. There was also some divergence in opinion among witnesses interviewed as to how

1 frequently salespersons worked off the clock after the conclusion of their regularly scheduled shifts.
2 Some witnesses characterized it as a daily occurrence, while others characterized it as occasional or
3 infrequent. Thus, while Plaintiff believes that she would have proven minimum wage and overtime off-
4 the-clock violations at trial, it is uncertain how many pay periods the Court would have found the
5 violations to have occurred.

6 33. Also, the witness interviewed overwhelmingly corroborated the allegation that
7 salespersons were required to use their own personal cellphone to open vehicles and to communicate
8 with customers. However, some witnesses stated that the number of company phones provided to
9 salespersons was sufficient because, according to those witnesses, on most days, there weren't more than
10 four salespersons who needed to use those phones at any given time. Thus, Plaintiff believes that she
11 would have proven the cellphone reimbursement claims at trial, but is unsure how many.

12 34. Lastly, Triangle Motors produced facially compliant policies regarding meal and rest
13 periods and off-the-clock work, which prohibited off-the-clock work and skipping meal and rest periods.
14 According to several witnesses, Triangle Motors regularly had trainings and meetings explaining the
15 company's policies of not working off the clock or skipping meal and rest periods. Thus, there would
16 have been triable issues as to whether aggrieved employees who failed to take meal or rest periods and
17 worked off the clock did so without the knowledge or authorization of the company.

18 35. Based on the foregoing, Plaintiff likely would have shown a violation rate of about 50%
19 as to the 62 salespersons, for a total of \$632,100 in penalties. If we were to add the \$12,642 in penalties
20 that would have likely been proven as to the non-sales employees, the total amount of penalties that likely
21 would have been proven would have been \$644,742.

22 **D(2)(e)**

23 36. There would have been a nearly 50/50 likelihood that the violations would have been proven
24 to be knowing and intentional. On the one hand, the violations against Triangle Motors's salesforce was
25 so widespread and pervasive that it would have been very difficult for ownership to credibly deny that it
26 was not aware of the violations. In addition, virtually all mid-level managers were aware of the ongoing
27 violation because they participated and/or directed them to occur. On the other hand, the witnesses did
28 confirm that the company regularly held trainings and meetings to discuss their written, facially

compliant off-the-clock, meal and rest period policies. Thus, the defense could argue that it took all reasonable steps to prevent violations, but salespersons nevertheless disregarded to policies to make more sales.

D(2)(f)

37. Facts that tend to suggest that the imposition of the total amount of statutory penalties would be unjust, arbitrary, or confiscatory include the fact that the company regularly held trainings and meetings to discuss their written, facially compliant off-the-clock, meal and rest period policies, and therefore seemingly took all reasonable steps to prevent violations. Further, the Court might take into account the extent to which some of the salespersons might have acted outside of written policies for their own financial gain. Namely, making more sales.

D(2)(g)

38. As stated in footnote 2, the 66 non-sales employees worked a total of approximately 1,806 pay periods between July 3, 2019 and August 06, 2021. If we were to multiply that by \$700, the approximate total amount of penalties would be \$1,264,200. If we multiply that amount by 1%, we arrive at the \$12,642. As stated in footnote 3, the 62 salespersons worked a total of approximately 1,806 pay periods between July 3, 2019 and August 06, 2021. If we were to multiply that by \$700, the approximate total amount of penalties would be \$1,264,200. If we multiply that amount by 50%, we arrive at the \$632,100.

D(2)(h)

39. Other relevant factors that are material to a determination that the agreed-upon penalties are fair include the fact that none of the 128 alleged aggrieved employees ever brought their own individual suit since this action was filed. This demonstrates an indifference by them to the amount of the settlement or penalty allocation. Also, to the extent that the LWDA does not object to this proposed settlement, this further militates in favor of settlement approval.

D(3)

40. Over the past 15 months, Plaintiff propounded multiple sets of written discovery, consisting of document demands, special interrogatories and form interrogatories, which required Plaintiff to meet and confer regarding supplemental responses. Further, Plaintiff has taken numerous

1 recorded witness interviews. In addition, Plaintiff's counsel has reviewed and analyzed 1,591 pages of
2 documents produced by the defense, plus hundreds of additional pages of materials provided by Plaintiff.
3 In addition, the parties prepared for and attended a full-day mediation. As detailed in the
4 contemporaneous time records produced herewith, my firm has spent no less than 274 hours of work in
5 connection with this case, for a total of over \$128,305 in attorney's fees and nearly \$10,000 in litigation
6 costs to date. A true and correct copy of an Itemized Time and Expense Detail is attached hereto as
7 Exhibit 5. This figure does not take into account the lodestar multiplier that Plaintiff could have received
8 if the case would have been tried. Further, Plaintiff anticipates spending an additional 20 hours of work
9 after the filing of this Motion, including preparing for and attending the hearing on this Motion, and,
10 assuming the Court approves the settlement, post settlement obligations to implement the terms of the
11 settlement.

12 41. The proposed \$120,000 allocation to attorney's fees and up to \$10,000 in litigation costs
13 is fair and reasonable given the result obtained on the PAGA claim and the amount of time, effort, risk
14 and expense incurred by Plaintiff's counsel to obtain the result. Based upon Plaintiff's counsel's efforts,
15 Plaintiff would have had a near certain Judgment at trial, which would have entitled the firm to far more
16 than \$120,000 in attorneys' fees sought in this Motion.

17 42. Because my firm takes only contingency cases, if the firm were not to receive the full
18 amount of attorneys' fees requested in the majority of cases, it would not be economically feasible to
19 undertake this type of representation in light of staffing costs and overhead required to maintain this type
20 of practice. Further, the rates charged by my firm are in line with rates charged by other employment
21 litigators with similar experience. Additionally, my firm advanced nearly \$10,000 in litigation costs in
22 this case, undertook the risk of never being compensated for the work performed on the case and losing
23 all out-of-pocket costs spent on the litigation. Thus, based on inherent complexity of PAGA litigation,
24 risk of nonpayment, time and effort spent, expenses incurred, the 18-month anticipated delay in payment
25 of attorneys' fees and reimbursement of litigation costs and the good result obtained, the amount sought
26 in attorneys' fees is reasonable.

27 43. The fee agreement between my firm and Plaintiff is a written contingency fee agreement,
28 whereby our firm agreed to advance all litigation costs and take a percentage of any recovery that might

be obtained in this matter. There is no fee-splitting agreement between our firm and any other firm in connection with this case. As such, all attorneys' fees would be paid to Plaintiff's counsel.

D(4)(a)

44. The nature of unpled claims being released by the Plaintiff include Plaintiff's individual causes of action for unpaid overtime, minimum wage, business expense reimbursement, wage statement violations, meal and rest period violations and willful failure to pay wages.

D(4)(b)

45. The total value of the wage claims released by Plaintiff is \$9,455, plus no less than \$1,575 in prejudgment interest, for a total of \$11,030 as explained below. *Bell v. Farmers Ins. Exchange*, 135 Cal.App.4th 1138, 1150 (2006) ("we conclude that the trial court properly applied the 10 percent prejudgment interest rate provided by Civil Code section 3289 to the accrual of unpaid wages").

46. Plaintiff typically worked six days per week, for about 50 hours per week and claims to have worked approximately four hours per week off-the-clock. She claims that on average, she failed to receive a meal period on about 13 days per month and a rest period about 24 days per month. Based on this information, the total value of her individual wage claims are as follows: (1) overtime: \$1,560 (4 hours per week x \$19.50 per hour); meal period premiums: \$845 (65 missed meal periods x \$13 per hour); rest period premiums: \$1,560 (120 missed rest periods x \$13 per hour); wage statement penalties: \$950 (\$50 x 19 pay periods); wait time penalties: \$4,290 (30 days wages) and cellphone reimbursement: \$250 (\$100 monthly cellphone bill x 50% usage at work). Assuming this Motion is approved on October 28, 2021, Plaintiff will receive payment of her owed wages 20 months after her separation of employment. As such, she would be entitled to 20 months prejudgment interest, which is equal to approximately \$1,575.

47. The general release of known and unknown claims that Plaintiff is releasing has a value of somewhere between \$2,500 and \$5,000 because Plaintiff is not presently aware of any facts that would constitute any further causes of action against Defendant. However, that is not to say that at some point in the future, Plaintiff might learn of some facts that could warrant additional legal action against Defendant, but which would be released by virtue of her general release.

1 **D(4)(c)**

2 48. The consideration being paid to Plaintiff in exchange for her general release of all claims
3 known and unknown, including her individual wage claims, is \$10,000.

4 **D(4)(d)**

5 49. The \$10,000 monetary consideration was calculated by adding the total value of Plaintiff's
6 individual wage claims and the value of the general release of unknown claims, then discounting it
7 slightly to account for the possibility that she would not obtain all damages sought in her wage claims
8 and might not have any unknown claims that have any value.

9 **D(6)(a)**

10 50. Aggrieved employees will not be prejudiced by a dismissal of this action because that
11 dismissal will not bar them from seeking their own individual remedies against Triangle Motors for any
12 of the Labor Code violations that have been released as part of the parties' PAGA settlement. Further,
13 there are no other known pending actions that would be affected by Plaintiff's release of PAGA claims
14 in this suit.

15 51. During the course of witness interviews in this case, current and former employees of
16 Triangle Motors have been informed orally of the pendency of this action. Each aggrieved employee who
17 was interviewed was informed that they were being interviewed in connection with this pending action.
18 We do know the names and mailing addresses of the aggrieved employees who were interviewed.

19 **D(8)(a)**

20 52. My firm sought multiple bids from potential case administrators that would implement the
21 terms of the settlement and received estimates from three companies. We selected the most competitive
22 bid of the three proposals received. True and correct copies of those proposals are attached hereto as
23 Exhibit 6.

24 **D(10)**

25 53. Settlement checks will specify that they are void if not negotiated within 180 days of their
26 issuance and will be voided if they are not cashed within that time period. The Settlement Administrator
27 will remit the entire amount of each PAGA aggrieved employees' uncashed Individual Settlement
28 Payment to the California State Controller for deposit in the Unclaimed Property Fund in the name of the

1 PAGA Group member to whom the uncashed Individual Settlement Payment was drafted.

2 **Experience of Counsel**

3 54. I am the principal of Pimentel Law, P.C.. My hourly rate for legal services as of 2021 is
4 \$700.

5 55. From 2016 to 2018, my hourly rate was \$500. I was awarded a rate of \$500 per hour on the
6 following matters: (1) on October 18, 2016, a case entitled *Day v. U.S. Security Associates, Inc., et al.*,
7 case # BC612920; (2) on December 15, 2016, on a case entitled *Anita Castro v. LAUSD*, case #
8 BC622093; (3) on April 18, 2017, on a case entitled *Michelle Leftridge v. Wal-Mart Stores, Inc., et al.*,
9 case # CIVDS1604806; (4) on November 2, 2017 and February 9, 2018, on a case entitled *Florentino*
10 *Cantero v. Gloria Moreno, et al.*, case # BC613465.

11 56. From 2019 to 2020, my hourly rate was \$600. I was awarded a rate of \$600 per hour on the
12 following matters: (1) on June 18, 2019, on case entitled *Rafael Maldonado v. Tim Razzari Motors, Inc.*,
13 case # 18CV-02268 and (2) on August 2, 2019, in a case entitled *Alice Parra v. UMNPA, LLC, et al.*,
14 case # 30-2018-01035870.

15 57. I have continuously engaged in the practice of wage and hour litigation, including
16 representative actions since 2009 and currently practice almost exclusively in the area of representative
17 wage and hour litigation. Since 2009, I have litigated dozens of representative wage and hours cases.

18 58. I regularly attend conferences, seminars and conventions offered by Plaintiffs attorneys'
19 organizations and stay informed on new developments in the field of employment law through various
20 law publications. I am also a member of the Consumer Attorneys Association of Los Angeles (CAALA),
21 the California Employment Lawyers Association (CELA) and the California Lawyer's Association Labor
22 & Employment Section. Further, I have tried 14 cases in the past ten years. Lastly, I am a graduate of
23 CAALA's Plaintiff Trial Academy.

24 59. My hourly rate is commensurate with the rates charged by other Los Angeles attorneys with
25 similar experience. Indeed, in the *National Law Journal's* 2014 national survey of 159 law firms, the
26 average billing rate for partners was \$604, while the average billing rate for associate attorneys was
27
28

1 \$370.⁴ Sheppard, Mullin, Richter, & Hampton had an average rate of \$415 for associates and \$685 for
2 partners in the year 2014 for their Los Angeles based attorneys. Los Angeles based Manatt, Phelps &
3 Phillips had an average of \$740 for partners of their Los Angeles office in 2014.

4 60. I take cases on contingency only. The basis for the \$700 hourly rate assigned to the work I
5 performed on this case is the inherent complexity, risk of nonpayment, time, effort, expense and delay in
6 payment involved in litigating wage & hour representative suits. If I were to charge a discounted rate, it
7 would not be economically feasible to undertake this type of representation in light of staffing costs and
8 overhead required to maintain this type of practice. A further basis for the \$700 hourly rate charged is
9 the fact this is in line with rates charged by other employment litigators with similar experience and
10 because I have been awarded a \$600 rate in other litigations. There is no fee-splitting agreement for this
11 case between my firm and any other law firm.

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

14
15 Dated: September 23, 2021

By: 
Gabriel J Pimentel

16
17
18
19
20
21
22
23
24
25
26
27
28 ⁴ The *National Law Journal* 2014 billing survey can be found at
<http://www.nationallawjournal.com/id=1202636785489/Billing-Rates-Across-the-Country>

EXHIBIT 1

July 3, 2020

Via Electronic Filing

PAGA Administrator
Labor & Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: PAGA Notice

PAGA Administrator:

Please allow this letter to serve as notice pursuant to California Labor Code § 2699, et seq. of Labor Code violations committed by Matthew Browning and Triangle Motors, Inc., doing business as Browning Dodge and Chrysler Jeep Ram – collectively referred to here as “Respondents.” These violations were committed against Ceeja Lynne Barr and other current and former employees of the Respondents. The law and facts that support this claim are as follows:

Ms. Barr worked as a salesperson for Browning Dodge/ Triangle Motors Inc. in Norco from October 5, 2019 to March 2, 2020. Her basic rate of pay was close to minimum wage – \$13.50 per hour – plus commission. However, Ms. Barr was frequently underpaid to the point where her gross wages for a pay period did not reach the minimum wage. For example, for the final pay period of 2019, Ms. Barr worked 76.17, according to her official time sheet. However, her wage statement only reflected 7.5 hours, for which she was paid \$90. Based on the number of hours she actually worked, Ms. Barr was only paid \$1.18 per hour, far below the state minimum wage, and far below the compensation for the hours she actually worked. Ms. Barr worked between 50-65 hours per week, but she was consistently underpaid during the time of her employment for Browning Dodge/ Triangle Motors Inc. This was the case for her and for all commissioned employees, including salespersons.

Additionally, Ms. Barr and her co-workers were not afforded uninterrupted meal breaks or rest breaks, contrary to Labor Code sections 226.7 and 512.

At the Norco dealership location where Ms. Barr worked, there were approximately 31 employees plus mechanics. Triangle Motors Inc. also has locations in Victorville, Cerritos, Alhambra, with a combined workforce of about 600 – about half of whom are salespersons. Ms. Barr alleges that the underpayment violations made against her were committed against

the other salespeople at Browning Dodge/ Triangle Motors Inc. She additionally alleges that such violations were made against the mechanics employed by Browning/ Triangle.

The various violations of Respondents are laid out in detail as follows:

Failure to pay minimum wage

"The minimum wage for employees fixed by the [Industrial Welfare] commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Cal. Lab. Code § 1197. Section 1182.12 of the Labor Code specifies the minimum wage for various years. During Ms. Barr's time with Browning Dodge/ Triangle Motors Inc., in 2019 the minimum wage was \$12, and in 2020 it was \$13 per hour.

Throughout her employment with Browning/ Triangle, Ms. Barr was underpaid to the point where her pay rate did not reach the minimum wage. During her first month of employment with Triangle Motors, Inc. (October 2019), Ms. Barr worked 80.37 hours, as logged in her time sheet, and she was paid \$895.26, amounting to only \$11.14 per hour – below her agreed-upon hourly rate of \$13.50 plus commission; and the payment fell below that year's minimum wage of \$12 per hour. This pattern continued throughout Ms. Barr's employment with Browning/ Triangle, reaching a low point with her final payment for 2019, when Ms. Barr was only paid \$1.18 per hour. This pattern of underpayment was replicated on all commissioned employees, including salespersons. Consequently, Respondents are in violation of Cal. Lab. Code § 1182.12, § 1197; and also Industrial Welfare Commission Order No. 4-2001.

Failure to pay overtime

"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." Cal. Lab. Code § 510. Overtime payment is also mandated by Cal. Code Regs. tit. 8 § 11140, and the Industrial Welfare Commission Order No. 4-2001.

Throughout her employment with Browning Dodge/ Triangle Motors Inc., Ms. Barr worked more than 40 hours in a week, as reflected in her time sheets. However, like her first payment in October 2019, Respondents did not compensate Ms. Barr for her overtime hours, much less minimum wage. Similar to the problem of non-payment of minimum wage, the nonpayment for overtime hours worked was replicated on all commissioned employees,

including salespersons. Ms. Barr alleges that Respondents similarly failed to pay mechanics for overtime.

Any employer who violates the overtime payment requirements "shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." Cal. Lab. Code § 558.

Failure to pay for extended work periods

The Industrial Welfare Commission and the Labor Code require that, when an employee works more than seven days in a row, the employer must pay "double the employee's regular rate of pay for all hours worked ... in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek." IWC Order No. 4-2001; Cal. Lab. Code § 510.

Ms. Barr often worked more than seven consecutive days. For example, in 2019, she worked 15 days in a row, from October 13 to November 6; and then she worked 14 days in a row, from December 3 to December 16. But Browning/ Triangle did not pay her the required double time for her work during these extended periods. Ms. Barr further alleges that Respondents engaged in this practice with respect to its other California employees in violation of Labor Code section 510.

Beginning in November, 2019 Ms. Barr began raising concerns with company management regarding underpayment. Then on January 6, 2020, when she received her paycheck for \$82, at \$1.18 per hour, she spoke about this with her manager, Ted Estel, about the substantial underpayment. Mr. Estel said he would "figure it out," but then he blamed the underpayment on Ms. Barr for taking a sick day – as if she was not entitled to take a day off while sick, and as if taking a sick day would reduce her pay to below minimum wage. On February 2, 2020, Ms. Barr brought up the matter with James Ramos, the general manager of the dealership. But Mr. Ramos shrugged his shoulders and simply said, "Well that's the car business," and he proceeded to show Ms. Barr out of his office.

Ms. Barr alleges that Respondents gave the same (mis)treatment to other commissioned employees and substantially underpaid them. Additionally, she alleges that Respondents failed to pay mechanics applicable time-and-a-half and double time.

Other Labor Code violations

The California Labor Code requires that, at minimum, employers pay employees at least twice per month. Cal. Lab. Code § 204.

Ms. Barr began her employment with Browning Dodge/ Triangle Motors Inc. on October 5, 2019; however, she did not receive her first payment – underpayment – until November 5, violating the timely payment requirement. Ms. Barr alleges that Respondents also failed to timely pay its other California employees in violation of Labor Code section 204.

“An employer shall not require an employee to work during a meal or rest or recovery period.” Cal. Lab. Code § 226.7. This requirement is further detailed in Industrial Welfare Commission Order No. 4-2001.

Here, for the majority of her time with Browning/ Triangle, Ms. Barr would clock out for 30 minutes during a meal time, but she would continue working and serving customers. In between, rest breaks did not happen. According to Ms. Barr, if you were sitting at the desk, you had to be doing something – making phone calls, updating your knowledge on the products or taking FCA training. If you were upstairs, management would be walking in and out making comments that you are sitting around doing nothing. Ms. Barr also alleges that Respondents engaged in this same pattern of conduct with respect to its other employees and failed to provide, authorize or permit its other California employees to take 30-minute uninterrupted meal periods.

According to the Labor Code, section 2802, employers are required to reimburse employees “for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” Cal. Lab. Code § 2802. This rule is further defined by the Industrial Welfare Commission Order No. 4-2001 and 8 CAL. CODE REGS. § 11040 9. (B): “When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

Here, Ms. Barr alleges that Respondents failed to supply tools to their mechanics/technicians despite not paying them at least double minimum wage. Instead, its mechanics/technicians were all required to supply their own tools and in fact all supplied their own tools to do their jobs. This practice is in violation of Labor Code section 2802, 1194 and 1197.

Private Attorneys General remedies

The Labor Code Private Attorneys General Act of 2004 provides that "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." Cal. Lab. Code § 2699. For violations of the PAGA Act, there is established a civil penalty of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation.

Ms. Barr seeks all remedies available under the Private Attorney General Act, and all other remedies available under the law.

Sincerely,

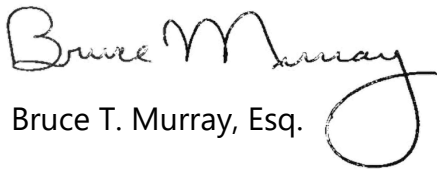

Bruce T. Murray, Esq.

EXHIBIT 2



30 N Raymond Ave Ste 211 Pasadena, CA 91103 | T (626) 765-9800 F (626) 628-3081 | RRD@PimentelLaw.com

October 19, 2020

Via Electronic Filing

PAGA Administrator
Labor & Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: PAGA Notice

PAGA Administrator:

Please allow this letter to serve as notice pursuant to California Labor Code § 2698, et seq. of Labor Code violations committed by Matthew Browning, Kent C. Browning, Scott Dickinson, Shakeel Ameen and Triangle Motors, Inc., doing business as Browning Dodge Chrysler Jeep Ram – collectively referred to here as “Respondents.” These violations were committed against Ceeja Lynne Barr and other current and former employees of the Respondents. The law and facts that support this claim are as follows:

Ms. Barr worked as a salesperson for Respondents in Norco from October 16, 2019 to March 3, 2020. Pursuant to Respondents’ Sales Person Commission Pay Plan, Ms. Barr’s agreed upon compensation was commission payments for sales activity, with a guarantee that she would be paid at least the applicable minimum wage for such activity.

At the Norco dealership location where Ms. Barr worked, there were approximately 50 employees, consisting of sales professionals, cashiers, receptionists, service advisors and technicians. Ms. Barr alleges that the underpayment violations made against her were committed against the other salespeople at Triangle Motors Inc. She additionally alleges that such violations were committed against other aggrieved employees including, technicians, cashiers, receptionists, service and advisors employed by Respondents.

At all relevant times, Matthew Browning, Kent C. Browning, Scott Dickinson and Shakeel Ameen were Officers and/or Directors of one or more of the following entities: (1) Triangle Motors, Inc., dba Browning Dodge Chrysler Jeep Ram, (2) Dav, Inc. dba Valley Hi Honda, (3) Vahi, Inc. dba Valley Hi Toyota, (4) Victorville Nissan, Inc. dba Valley Hi Nissan, (5) Dick Browning, Inc. dba Browning Mazda, (6) Auto Squares Autos, Inc. dba Cerritos Acura, (7) Cerritos Dodge, Inc. dba Cerritos Dodge Chrysler Jeep Ram, (8) High Desert Autos, Inc. dba Valley Hi Kia and (9) KMS Automotive, Inc. dba Browning Mazda of Alhambra.

“Any employer or other person acting on behalf of an employer, who violates, or

causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer" Lab. Code § 558.1 (a)-(b).

At all relevant times, Matthew Browning, Kent C. Browning, Scott Dickinson and Shakeel Ameen violated and caused to be violated Labor Code Sections 203, 226, 226.7, 1193.6, 1194, or 2802 as to the combined 600+ employees of (1) Triangle Motors, Inc., dba Browning Dodge Chrysler Jeep Ram, (2) Dav, Inc. dba Valley Hi Honda, (3) Vahi, Inc. dba Valley Hi Toyota, (4) Victorville Nissan, Inc. dba Valley Hi Nissan, (5) Dick Browning, Inc. dba Browning Mazda, (6) Auto Squares Autos, Inc. dba Cerritos Acura, (7) Cerritos Dodge, Inc. dba Cerritos Dodge Chrysler Jeep Ram, (8) High Desert Autos, Inc. dba Valley Hi Kia and (9) KMS Automotive, Inc. dba Browning Mazda of Alhambra as further detailed below. As such, they are individually liable for all damages, civil and statutory penalties that arise out of violations of these Labor Code sections.

Failure to Reimburse for Business Expenditures

"An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer" Lab. Code § 2802.

The use of cellular ("cell") phones was an absolute necessity for Complainant, and every other salesperson to perform and complete their job. Cell phones were required to locate, unlock, and start the ignition of vehicles. If a salesperson, like Ms. Barr, did not bring her personal phone to work for whatever reason, it would be necessary for them to have another salesperson assist them with locating, unlocking, and starting the ignition of vehicles that customers were interested in. When this happened, the salesperson that needed help would most likely need to split the commission with the assisting salesperson who helped her or him. In this way, having a personal cell phone for business use had a direct impact on the compensation of Ms. Barr and every other salesperson.

Also, the use of the cell phone was the only way to communicate (via text and voice calls) with Sales Managers, regarding business-related questions, when Ms. Barr or any other salesperson was with customers on the other side of the sales lot and/or when she or he was with customers on a test drive of a vehicle.

Salespersons were required to make between 30 to 100 calls per day to customers and potential customers, depending on how many customers were physically at the store/auto sales lot, and who required the attention of a salesperson Salespersons , like Ms. Barr, did not have access to their own desk and/or direct telephone line. 4 desks/telephones

("phone") where shared between anywhere from 6 to 21 salespersons at any given time, depending on the number of salespersons who were working on any given day. Saturdays and Sundays were always busy days, on which a substantial amount of the sales staff was working in the office. Therefore, it was especially difficult to use a telephone on these days. Additionally, since salespersons, like Ms. Barr did not have a direct telephone line, it became necessary, as a practical matter, to give customers and potential customers their personal cell phone numbers so that they could contact them directly to respond to their calls and regarding potential sales.

Ms. Barr, and all other salespersons, were encouraged, pressured, and instructed to text message customers and potential customers from their personal cell phones. In approximately her last month working for Respondents, Respondents initiated a Proprietary Text Messaging / Instant Messaging feature that was accessible and usable from a desktop computer. Despite this fact, Respondent's Sales Managers repeatedly instructed and pressured Ms. Barr and other salespersons to use their own cell phones to text message customers and potential customers. They were also repeatedly instructed and pressured to download Respondent's Proprietary Text Messaging App, so that they would use Respondent's proprietary Text Messaging System.

Respondent's Sales Managers gave multiple reasons to salespersons, like Ms. Barr, as to why they needed to download and use Respondent's Proprietary Text Messaging Mobile App. They told her, and other salespersons, that it was most convenient to use the Mobile App because they always had their personal cell phones on them. Additionally, it was acknowledged by Respondent's Management that there were not enough computers available to the salespersons to use. In fact, there were only 3 computers available in the front office, 1 in the back office, and 1 at the Internet Sales Desk. The computer at the Internet Sales Desk was only available to use when a member of the Internet Sales Team was not using it. These computers needed to be shared among 6 to 21 Sales Associates at any given time. As stated above, the number of salespersons working at the same time fluctuated depending on the day of the week, and the number of customers that were physically on the sales lot or in the store at any given time. The Respondents' Managers who repeatedly instructed and pressured salespersons to use the Proprietary Mobile Messaging Account were General Manager, James Ramos; the Training Manager for "FCA" (believed to stand for 'Fiat-Chrysler Automotive'); and Head Managers, "Ray"/"Clyde" Whisman; Steve P.; and Chris Muller.

Some salespersons, like Ms. Barr, complained about being required to use their own personal cell phones. Some complained because their cell phones were too old, and therefore were not equipped or capable to download Respondents Proprietary Mobile Messaging App. These salespersons would have to resort to borrowing cell phones from family members or friends. Others complained that if their battery died during the business day, which inevitably was the case, they would be subject to the same repercussions as enumerated above. In fact, Ms. Barr found it necessary to buy at least 3 external cell phone

battery packs for herself , costing approximately \$20-\$30 each, in order to avoid having her phone power-off during the middle of the day, and forcing her to face the results and repercussions.

Ms. Barr also spent approximately \$40-\$50 a month purchasing office supplies such as pens, notepads, and a binder to write notes with. Ms. Barr also had to purchase a key-ring holder for her belt. Such office supplies were not provided by Respondents. Ms. Barr found that she needed to purchase multiple pens and notepads because when she left her supplies in the storefront, when she was helping customers on the auto lot or on a test drive, her supplies would be taken by other salespersons -who also did not receive any such office supplies from Respondents. This was also the reason why she had to purchase multiple external batteries for her cell phone.

Ms. Barr further alleges that Respondents engaged in these same practices with respect to their other California employees by failing to reimburse them for their work expenditures in violation of Labor Code § 2802 and IWC Order 1-2001 to 16-2001 (9)(B). Indeed, no other employee was offered or provided cell phones, external cell phone battery packs, and/or office supplies, such as pens and notebooks, to perform their jobs despite that these employees incurred costs for such items. Further, these employees were required to supply their own cell phones and office supplies to perform their jobs because the nature of their work necessitated it, as described above. Employees would be subject to the same repercussions, as described above, if they did not have a sufficiently updated cell phone and/or basic office supplies. Even though these employees were not supplied the aforementioned items, Respondents failed to reimburse them for the expenses incurred to purchase those items; and maintain a cell phone service plan. Because of these facts, some employees were forced to resort to extreme measures, when they did not have enough money to purchase these items for themselves, such as borrowing updated cell phones from family members (such as one's daughter) and friends; and using/taking the office supplies and/or external cell phone battery chargers that employees such as Ms. Barr purchased for themselves.

"When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Order 1-2001 to 16-2001 (9)(B).

Various tool-using employees, including technicians and service advisors, are required to supply and use their own hand tools and equipment to perform their work. This includes wrenches, sockets, pliers, drills, hammers, and toolboxes. Despite that tool-using employees must supply their own tools and equipment, Respondents have failed to reimburse them for the cost of their tools and equipment. This practice is in violation of Industrial Welfare Commission Order No. 1-2001 to 16-2001, section 9(b); 8 CAL. CODE REGS. § 11040 9(B);

California Labor Code 2802 (a)-(d), and Lab. Code §§ 1182.12, 1194, 1194.2, 1197. Furthermore, Respondents have not paid these employees at least twice the applicable minimum wage within the last 12 months, in violation of and 8 CAL. CODE REGS. § 11040 9(B) and Welfare Commission Order No. 1-2001 to 16-2001, section 9(b) – as incorporated into the Labor Code by Lab. Code §§ 1173, 1182.

Failure to Pay Minimum Wage

At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined by the applicable wage order as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11010 (2) (G).

Due to Respondents’ company-wide scheduling practices and policies, Ms. Barr and its other employees were forced to forego meal periods and/or have their meal periods interrupted by work, and were not relieved of all duties for unpaid meal periods, in order to meet their deadlines and handle their workloads. Respondents did not pay minimum wages for meal periods Ms. Barr and its other employees worked through that qualified for premium payment, nor did they pay them any premium payments. Respondents did not pay Ms. Barr or their other employees for the time they continued to perform their duties during their meal periods.

Respondents had no policy and/or practice for scheduling second meal periods for employees or for authorizing and permitting them to take second 30-minute meal periods on days they worked in excess of 10 hours in one day. As a result, Respondents did not provide Ms. Barr or its other employees with all second 30-minute meal periods to which they were entitled.

Based on the above, Respondents did not pay at least minimum wages for all hours worked by Ms. Barr and its other employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Respondents did not pay at least minimum wages for those hours they worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, Respondents regularly failed to pay at least minimum wages to Ms. Barr and its other employees for all the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Additionally, Ms. Barr and other employees of Respondents regularly and frequently worked 2 to 3 hours per day or more on their days-off by communicating via text and voice calls with customers and potential customers; as well as communicating with Respondents managers regarding potential sales and other work-related issues. The wages that they

received every pay period also did not reflect compensation for these additional off-the-clock hours worked.

Finally, as will be discussed in more detail below, Ms. Barr's wage statements reflected that she was paid on a commission draw. However, due to omissions and inaccuracies on her wage statement, as discussed below, it is impossible to tell whether she was paid on a Recoverable Draw or Non-Recoverable Draw. Further it is impossible to tell whether deductions were made from Ms. Barr's commission, in subsequent pay periods to when a Draw was paid, in order for Respondent employer to recoup payment of a previous Recoverable Draw. If, in fact, it turns out according to proof, that this did occur, then Ms. Barr's compensation for previous months effectively would have fallen below the minimum wage that was due to her.

Failure to Pay Overtime

Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that "the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

The applicable IWC Wage Order required Defendants to pay Plaintiff and class members working more than 8 hours in a day or more than 40 hours in a workweek, at the rate of time and one-half for all hours worked in excess of 8 hours in a day or 40 hours in a workweek. The applicable IWC Wage Order further required Defendants to pay Plaintiff and class members working more than 12 hours in a day, overtime compensation at a rate of 2 times their regular rate of pay, and 2 times their regular rate of pay for hours worked in excess of 8 hours on the seventh consecutive day of a work in a workweek.

Throughout and at various times during her employment with Respondents, Ms. Barr worked more than 40 hours in a week, as reflected in her time sheets. In fact, she worked more than 40 hours per week and more than half the weeks during her tenure with Respondents. Additionally, Ms. Barr frequently worked over 8 hours per day; and on at least 3 occasions she worked over 12 hours in one day. Also, Ms. Barr and other employees of Respondents regularly and frequently worked 2 to 3 hours per day or more on their days-off by communicating via text and voice calls with customers and potential customers; as well as communicating with Respondents managers regarding potential sales and other work-related issues, as explained above. To the extent that this off the clock time was performed after employees had already worked more than 8 hours per day or 40 hours per week, these employees are owed overtime for these hours worked. To the extent that this off the clock time was performed after the employees worked 7 consecutive days or more than 12 hours in a day, the employees are owed double time for these hours worked. Respondents' failure to pay overtime and double time for this time worked is in violation of Labor Code sections

510 and 1198.

The applicable IWC Wage Order required Respondents to pay Ms. Barr and its employees working more than 8 hours in a day or more than 40 hours in a workweek, at the rate of time and one-half for all hours worked in excess of 8 hours in a day or 40 hours in a workweek. The applicable IWC Wage Order further required Respondents to pay Ms. Barr and its other employees working more than 12 hours in a day, overtime compensation at a rate of 2 times their regular rate of pay, and 2 times their regular rate of pay for hours worked in excess of 8 hours on the seventh consecutive day of a work in a workweek.

At all relevant times herein, Respondents had, and continue to have, a company-wide policy of failing to implement any policies to authorize and permit employees to take compliant meal periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing their facilities.

As a result of company-wide understaffing of its facilities, Ms. Barr and other employees were not always permitted and authorized to take uninterrupted 30-minute meal periods during shifts to which they were entitled to receive a meal period or to take second 30-minute meal periods on days that they worked in excess of 10 hours. For example, Ms. Barr and other employees regularly worked through meal periods and had meal periods interrupted by supervisors and by work to meet expected targets.

Respondents knew or should have known that, as a result of their policies and practices, Ms. Barr and its other employees were performing some of their assigned duties off-the-clock and/or during unpaid meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Barr and other employees worked shifts in excess of 8 hours a day or more and 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Barr and other employees were not paid overtime wages for all the overtime hours they actually worked. To the extent Ms. Barr and other employees worked shifts in excess of 12 hours a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, they were not paid double time wages for all overtime hours they actually worked.

Respondents' failure to pay Ms. Barr and its other employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code §§ 510 and 1198. Pursuant to California Labor Code § 1194, Ms. Barr and other employees are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

Any employer who violates the overtime payment requirements "shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an

amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages." Cal. Lab. Code § 558.

Failure to Pay for Extended Work Periods

The Industrial Welfare Commission and the Labor Code require that, when an employee works more than seven days in a row, the employer must pay "double the employee's regular rate of pay for all hours worked ... in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek." IWC Order No. 4-2001; Lab. Code § 510.

Ms. Barr and other employees often worked more than seven consecutive days and were not paid double minimum wage for any time worked after the eighth hour after the seventh consecutive day in violation of Labor Code section 510. For example, in 2019, Ms. Barr worked 14 days in a row, from December 3 to December 16 and was not paid double minimum wage for any time worked after the eighth hour after the seventh consecutive day. Additionally, Complainant occasionally worked 2 to 3 hours on her days off. Members of the management team were aware that she was working on her days-off because Ms. Barr would sometimes contact them via phone or text to ask if they could assist in closing a sale by helping to arrange financing for a customer. However, Respondents did not pay her or their other employees the required double time for their work during these extended periods.

Beginning in November, 2019 Ms. Barr began raising concerns with company management regarding underpayment. Then on January 6, 2020, when she received her paycheck for \$90, at \$1.18 per hour, she spoke about this with her manager, Ted Estel, about the substantial underpayment. Mr. Estel said he would "figure it out," but then he blamed the underpayment on Ms. Barr for taking a sick day – as if she was not entitled to take a day off while sick, and as if taking a sick day would reduce her pay to below minimum wage. On February 2, 2020, Ms. Barr brought up the matter with James Ramos, the general manager of the dealership. But Mr. Ramos shrugged his shoulders and simply said, "Well that's the car business," and he proceeded to show Ms. Barr out of his office.

On Friday, February 28, 2020, Ms. Barr informed Mr. Estel via text of her intent to resign due to what she believed to be an underpayment of her wages, and because no one would or could explain to her the mechanics of her compensation package. Mr. Estel asked her to come into the office a few days later to talk about it, and asked her to reconsider resigning. Ms. Barr confirmed that she would reconsider as well as meet with them on Monday, March 2, 2020. When she came into the office on the following Monday, she spoke with Mr. Whisman and Mr. Estel. They went over her wage statements. After reviewing her wage statements Mr. Whisman said, "This doesn't look right... But I don't think you're getting paid right." He left the office to speak to Human Resources. When he returned an hour later,

he offered Ms. Barr \$1,000 to continue working for the company. Ms. Barr refused the offer, then tendered her resignation.

Failure to Furnish Itemized Wage Statements

"An employer ... shall furnish to his or her employee ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer ... and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee" Lab. Code § 226 (a).

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees. Lab. Code § 226 (e)(1).

An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:(i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a). Lab. Code § 226 (2)(B).

"For purposes of this paragraph, "promptly and easily determine" means a reasonable person would be able to readily ascertain the information without reference to other documents or information." Lab. Code § 226 (2)(c).

Complainant and Respondents' other employees received three wage statements per month. One wage statement was given on the 20th of the month, and two wage statements were given on the 5th of the month. However, the wage statements were incomplete, inaccurate, and not in compliance with the applicable sections of Lab. Code § 226(a). The wage statements did not accurately list hours worked; and in some cases, Hours Worked and Rate of Pay were not listed at all in violation of Labor Code section 226 (a)(2) and (9). For example, on one of Ms. Barr's wage statements given on March 5, 2020 and listing an

applicable pay period of February 16, 2020 February 29, 2020, her Gross Hours for that pay period were displayed as being 6.17 hours. However, Ms. Barr actually worked 68.36 hours during this period of time, as is reflected on her company timesheets. Such inaccuracies were standard and repeated on various wage statements of all employees during the relevant time period.

In many cases, wage statements did not reflect any of hours actually worked within a given category of earnings, and yet - interestingly enough - it did reflect that employees earned some compensation in the given category. For example, on Ms. Barr's wage statement distributed on March 5, 2020 and for the time period of February 1, 2022 to February 29, 2020, there is a category listed as "Reg OT Prem Amt" which reflects that she was compensated in the amount of \$101.34. However, neither her "Rate" of pay nor the applicable number of hours that she worked within that given category were listed on the corresponding row of the wage statement.

Wage statements also did not reflect the commission rate, or the total value of sales for a given time period such that an employee could promptly and easily ascertain whether she or he was compensated properly for commission sales. For example, on one of Ms. Barr's wage statements distributed on February 5, 2020 and for the pay period of January 1, 2020 to January 31, 2020, it is reflected that she was compensated \$688.95 in the "Earnings" row labeled "Comm New & Used". However, neither her commission rate nor the total value of her commission sales for that time period, and upon which ultimate compensation in that category was based, were listed. Commissions inherently pay on a piece-rate basis insofar as each vehicle, and its attendant value, is factored into her compensation in violation of Labor Code § 226 (a)(3).

Further, none of the off-the-clock hours worked by employees, including time spent working through meal periods and time spent communicating with customers and management on days off, were ever recorded on employees' wage statements in violation of Labor Code section 226 (a)(2) & (9).

As a result of these omissions and inaccuracies, employees could not "promptly and easily determine" or ascertain the information missing from the wage statements, as listed above, without reference to other documents or information. These omissions and inaccuracies also made it impossible for Ms. Barr and other employees to determine whether they were being compensated appropriately.

Complainant and other employees are deemed to have suffered an injury because their total hours worked were not accurately listed. Respondents' failure to comply with Lab. Code § 226(a) was a knowing and intentional failure to comply with the same as evidenced by the fact that such discrepancies were consistent among a multitude of employees' wage statements.

Willful Failure to Pay Wages Upon Discharge

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Lab. Code § 201.

"If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

"If an employer willfully fails to pay any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced." Lab. Code § 203.

"A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Cal. Code Regs. tit. 8 § 13520.

Ms. Barr resigned from her position as a Salesperson on March 3, 2020. At the time that she resigned, Complainant was owed wages for unpaid minimum wages, unpaid overtime, meal periods, and rest periods (further discussed below). At no time since her separation of employment were these outstanding sums ever paid to Mrs. Barr. Further, Respondents knew or should have known that they owed these outstanding sums to her and intentionally failed and refused to pay these sums within 72 hours of her resignation and continue to refuse to do so. Respondents' willful failure to pay these outstanding sums constitutes a violation of Labor Code § 202.

Ms. Barr further alleges that Respondents engaged in this same practice with respect to all other California employees whose employment separated, failing to pay them for unpaid minimum wage, overtime, rest period and meal periods either immediately upon discharge, or within 72 hours of their resignation in violation of Labor Code § 203. Mrs. Barr alleges that said employees were due uncompensated wages, overtime, meal periods, and rest periods at the time of their discharge or resignation from employment. At no time since their separation of employment were these outstanding sums ever paid to them. Further, Respondents knew or should have known that they owed these outstanding sums to these aggrieved employees and intentionally failed and refused to pay these sums within the time required by Labor Code §§ 201-202 and continue to refuse to do so. Respondents' willful failure to pay these outstanding sums constitutes a violation of Labor Code §§ 201-202.

Failure to Timely Pay Wages

"All wages ... earned by any person in any employment are due and payable twice

during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Lab. Code § 204.

"In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections ... 204 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld." Lab. Code § 210.

As discussed above, Mrs. Barr is owed wages for unpaid minimum wages, overtime, meal periods, and rest periods. At no time during her employment were these outstanding sums ever paid to Ms. Barr. Instead, these outstanding sums continued to accumulate, unabated, every pay period. Therefore, Complainant was not paid all wages earned by the seventh calendar day following the close of her pay periods.

Mrs. Barr further alleges that Respondents engaged in the same practice with respect to their other California aggrieved employees by frequently untimely paying more than seven days after the close of their pay period in violation of Labor Code § 204. As discussed above, Respondents' other employees are owed wages for unpaid minimum wages, overtime, meal periods, and rest periods. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate unabated every pay period. Therefore, these aggrieved employees were not paid all wages earned by the seventh calendar day following the close of their pay periods.

Meal and Rest Period Violations

"An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived." Lab. Code § 512; IWC Wage Order Nos. 1–2001 to 16–2001, § 11; IWC Wage Order No. 17–2001, § 9; 8 Cal Code Regs §§ 11010–11160, § 11; 8 Cal Code Regs § 11170, § 9.

"An employer shall not require an employee to work during a meal ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission If an employer fails to provide an employee a meal ...

period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or 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 ... period is not provided." Lab. Code § 226.7 (b) & (c).

Employees must be given 10-minute net rest periods for every 4 hours of work, to be taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for shifts of more than 6 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); IWC Wage Order Nos. 1–2001 to 16–2001, § 12; § 8 Cal Code Regs §§ 11010–11160, § 12. No employer may require an employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission. Lab. Code §§ 226.7.

Here, Ms. Barr and Respondents' other employees frequently worked more than 8, 10, and even 12 hours per day. However, these employees never received more than one meal period a day; and never waived any of their meal periods. For example, when employees would clock out for 30 minutes during a meal period, they would continue working and serving customers. In between, employees did not take rest breaks because the demands of the job and expectations of the managers prevented it. According to Ms. Barr, if you were sitting at the desk, you had to be doing something – making phone calls, updating your knowledge on the products or taking FCA training. If you were upstairs, management would be walking in and out making comments that you are sitting around doing nothing. Despite that employees did not take uninterrupted meal and rest periods; Respondents have failed to pay them for one hour of work for each of these missed and/or interrupted meal and rest periods. As such, Respondents' failed to provide, authorize, or permit its other California employees to take 30-minute uninterrupted meal periods, and/or rest periods in violation of California Labor Code sections 226.7, 512 (a) and 1198.

Private Attorneys General remedies

The Labor Code Private Attorneys General Act of 2004 provides that "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." Cal. Lab. Code § 2699. Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

Ms. Barr seeks all remedies available under the Private Attorney General Act, and all other remedies available under the law.

Sincerely,

A handwritten signature in blue ink that reads "Rochelle R. De Golier, Esq." The signature is written in a cursive, flowing style.

Rochelle R. De Golier, Esq.

EXHIBIT 3

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7
8
9
10

11

12
13
14
15

16
1718
1920
21

22
23
24

25
26

27

28

1 **H. Net Settlement Amount.** The term “Net Settlement Amount” as used herein
2 means the Settlement Amount minus any award of attorneys’ fees and Litigation costs,
3 Administrative Costs, and PAGA Enhancement Payment, and Plaintiff’s Individual Settlement
4 Payment. The remaining Net Settlement amount will be disbursed as follows: seventy-five percent
5 (75%) of penalties payable to the LWDA (“LWDA Payment”), twenty-five percent (25%) to the
6 PAGA employees (“PAGA GROUP PAYMENT”) pursuant to California’s Private Attorney
7 General Act (“PAGA”), and as provided in Sections VI and X, respectively.

8 **I. Net Settlement Payments.** The term “Net Settlement Payment(s)” shall include
9 payments made to the Settlement Group as part of the Resolution.

10 **J. LWDA Payment.** The term “LWDA Payment” as used herein means seventy-five
11 percent (75%) of the remainder of the Settlement Amount after the deduction of any award of
12 attorneys’ fees, Litigation costs, and Administrative Costs and the PAGA Enhancement Payment.
13 This amount shall be calculated as follows: Settlement Amount minus (Court approved amounts
14 for attorneys’ fees, Litigation costs, and Administrative Costs) times 75%.

15 **K. PAGA GROUP PAYMENT.** The term “PAGA GROUP PAYMENT” as used
16 herein means Twenty-five percent (25%) of the remainder of the Settlement Amount after the
17 deduction of any award of attorneys’ fees, Litigation costs, and Administrative Costs, PAGA
18 Enhancement Payment, and Plaintiff’s Individual Settlement Payment. This amount shall be
19 calculated as follows: Settlement Amount minus (Court approved amounts for attorneys’ fees,
20 Litigation costs, and Administrative Costs) times 25%.

21 **L. PAGA Enhancement Payment.** The amount the Court awards to Plaintiff, which
22 will not exceed a monetary amount of up to Ten Thousand Dollars (\$10,000.00) for the Plaintiff,
23 subject to Court approval, in recognition of her actions in conferring a benefit upon the State of
24 California and her effort and work in prosecuting the Litigation on behalf of the PAGA Group.

25 **M. Plaintiff’s Individual Settlement Payment.** The amount paid to Plaintiff, which
26 will not exceed Ten Thousand Dollars (\$10,000.00) for all individual claims of Plaintiff against
27 Defendants in exchange for a release and waiver of all claims against Defendants in her individual
28 capacity.

1 **N. Plaintiff's Counsel.** The term "Plaintiff's Counsel" as used herein means:
2 Pimentel Law, P.C., who are counsel for and acting on behalf of Named Plaintiff.

3 **O. PAGA Group.** The PAGA Group is defined as: All persons within the State of
4 California who are or were employed by Defendants or provided services to Defendants in the State
5 of California that were classified as non-exempt, paid by hourly rate or by commission, at any time
6 within the PAGA Period.

7 **P. PAGA Period.** The term "PAGA Period" or "Settlement Period" shall refer to the
8 time period from July 3, 2019 to the date of settlement approval.

9 **Q. Resolution.** The term "Resolution" as used herein means this Agreement to resolve
10 the Litigation.

11 **R. Settlement Administrator.** The term "Settlement Administrator" as used herein
12 means Phoenix Settlement Administrators, which will be responsible for the administration of the
13 Settlement Payment, as defined below, and all related matters.

14 **S. Settlement Agreement.** The terms "Settlement Agreement" or "Agreement" are
15 used synonymously herein to means this PAGA Settlement Agreement.

16 **T. Settlement Amount.** The terms "Settlement Amount" and "Gross Settlement
17 Fund" as used herein mean a fund in the sum of THREE HUNDRED THOUSAND DOLLARS
18 AND ZERO CENTS (\$300,000.00) which shall be paid by Defendants, and from which all Net
19 Settlement Payments, PAGA Enhancement Payment, Plaintiff's Individual Settlement Payment,
20 Court approved attorneys' fees and Litigation costs pursuant to Section XIII, Administrative Costs
21 pursuant to Section VIII, and distribution to the LWDA pursuant to Section XVI shall be paid,
22 except as provided herein.

23 The Parties currently estimate that there are approximately 123 individuals in the PAGA
24 Group, who worked an aggregate total of approximately 2,982 pay periods during the PAGA
25 Period, all of which shall be confirmed by the Settlement Administrator.

26 **II. BACKGROUND**

27 A. On July 3, 2020, Plaintiff provided Defendant with a Private Attorney General Act
28 ("PAGA") Notice to the Labor and Workforce Development Agency ("LWDA") and demand letter

1 alleging claims for wage and hour PAGA violations against Defendants on Plaintiff's behalf and
2 on behalf of other alleged aggrieved employees, including (1) failure to pay minimum wage (for all
3 salesperson); (2) unpaid overtime (for all commissioned employees, including salespersons and
4 mechanics); (3) failure to pay overtime for working a seventh consecutive day (for all salespersons
5 and mechanics); (4) failure to pay wages twice per month in violation of Labor Code section 204;
6 (5) meal period violations; (6) rest period violations; and (7) failure to reimburse for all necessary
7 business expenses. On October 20, 2020, Plaintiff filed an amended PAGA Notice to the LWDA
8 alleging additional violations for: (8) failure to provide accurate wage statements; and (9) failure to
9 pay all wages upon termination; against Defendants on Plaintiff's behalf and on behalf of other
10 alleged aggrieved employees.

11 B. On January 25, 2021, Plaintiff brought an action against Defendants, which is
12 pending as *Ceeja Lynne Barr v. Triangle Motors Inc., et al.*, Riverside Superior Court Case No.
13 CVRI2100242 (the "Action"). In the Action, Plaintiff asserts that Defendants failed to pay Plaintiff
14 and other similarly situated non-exempt hourly and commissioned employees all wages in full and
15 on a timely basis and upon termination, provide minimum wages and overtime, provide wages for
16 working on a seventh consecutive day, provide meal periods and rest periods, reimburse business
17 expenses, and issue accurate itemized wage statements. The Action sought penalties under PAGA
18 for these alleged violations.

19 C. Following the filing of the Litigation, counsel for the Parties met and conferred
20 with respect to the potential settlement of the Litigation. Pursuant to these discussions, the Parties
21 agreed to exchange informal discovery and engage in private mediation. The Parties subsequently
22 exchanged informal discovery, including: information and documentation concerning the claims
23 set forth in the Litigation, such as documentation regarding Named Plaintiff's employment;
24 information regarding the number of putative PAGA Group members and the number of current
25 versus former employees; and the total pay periods worked by the PAGA Group.

26 D. Named Plaintiff and Plaintiff's Counsel have engaged in good faith, arms-length
27 negotiations. On June 1, 2021, the Parties participated in a mediation with the Honorable Carl J.
28 West, Ret. which resulted in a settlement. The Parties settled the case, subject to the Approval of

1 the Court and finalization of a formal Settlement Agreement. The Parties have now entered into a
2 more detailed, formalized Settlement Agreement for submission to the Court for Approval.

3 E. Plaintiff's Counsel has conducted an investigation of the law and facts relating to
4 the claims asserted in the Litigation and has concluded, taking into account the sharply contested
5 issues involved, the expense and time necessary to pursue the Litigation through trial and any
6 appeals, the risks and costs of further prosecution of the Litigation, the risk of an adverse outcome,
7 the uncertainties of complex litigation, and the substantial benefits to be received by the Named
8 Plaintiff and the members of the PAGA Group pursuant to this Agreement, that a settlement with
9 Defendants on the terms and conditions set forth herein is fair, reasonable, adequate, and in the best
10 interests of the PAGA Group. Named Plaintiff, on her own behalf and as a representative pursuant
11 to PAGA, has agreed to settle the Litigation with Defendants on the terms set forth herein.

12 F. Defendants have concluded that, because of the substantial expense of defending
13 against the Litigation, the length of time necessary to resolve the issues presented herein, the
14 inconvenience involved, and the concomitant disruption to their business operations, it is in its best
15 interests to accept the terms of this Agreement. Defendants deny each of the allegations and claims
16 asserted against it in the Litigation. However, Defendants nevertheless desire to settle the Litigation
17 for the purpose of avoiding the burden, expense, and uncertainty of continuing litigation and for the
18 purpose of putting to rest the controversies engendered by the Litigation.

19 G. This Agreement is intended to and does effectuate the full, final, and complete
20 resolution of all allegations and claims that were asserted, or could have been asserted, in the
21 Litigation by Named Plaintiff.

22 **III. JURISDICTION**

23 The Parties agree that the Court has jurisdiction over the Parties and the subject matter of
24 this Litigation. The Litigation includes claims that, while Defendants deny them in their entirety,
25 would, if proven, authorize the Court to grant relief pursuant to the applicable statutes. After the
26 Court has granted Approval of the Resolution, pursuant to California Code of Civil Procedure
27 Section 664.6 the Parties agree that the Court shall retain jurisdiction of this action solely for the
28 purpose of interpreting, implementing, and enforcing this Resolution consistent with the terms set

1 forth herein, and the Parties and their counsel submit to the jurisdiction of the Court for purposes
2 of interpreting, implementing, and enforcing this Agreement and all orders and judgments entered
3 in connection therewith.

4 **IV. STATEMENT OF NO ADMISSION**

5 A. Defendants deny liability to Named Plaintiff and to the PAGA Group upon any
6 claim or cause of action. This Agreement does not constitute, and is not intended to constitute, an
7 admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims
8 made against it in the Litigation.

9 B. Nothing in this Agreement, nor any action taken in implementation thereof, nor any
10 statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used
11 during the course of the negotiations leading to this Agreement or the Resolution, is intended by
12 the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used, or be
13 admissible in any way in this case or any other judicial, arbitral, administrative, investigative, or
14 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
15 ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. The
16 Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in
17 this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
18 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
19 regulation, rule, or executive order, or any obligation or duty at law or in equity, or for any other
20 purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the
21 Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement
22 or any orders or judgments of the Court entered in connection with the Resolution.

23 C. None of the documents produced or created by Named Plaintiff or the PAGA Group
24 in connection with the claims procedures or claims resolution procedures constitute, and they are
25 not intended to constitute, an admission by Defendants of any violation of any federal, state, or
26 local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law
27 or in equity.

28 D. Nothing in this Agreement will be construed as an admission or acknowledgement

1 of any kind that any group should or would be given collective treatment in the Litigation or in any
2 other action or proceeding. Further, neither this Agreement nor the Court's actions with regard to
3 this Agreement will be admissible in any court or other tribunal regarding the propriety of collective
4 treatment. In the event that this Agreement is not approved by the Court or any appellate court, is
5 terminated, or otherwise fails to be enforceable, Named Plaintiff will not be deemed to have waived,
6 limited, or affected in any way any claims, rights, or remedies in the Litigation, and Defendants
7 will not be deemed to have waived, limited, or affected in any way any of their objections or
8 defenses in the Litigation.

9 **V. RELEASE, DISMISSAL, AND CONFIDENTIALITY**

10 **A. Release of Claims for PAGA Penalties**

11 Upon Approval by the Court of this Settlement, Plaintiff will release all claims for statutory
12 penalties that could have been brought by the Labor Commissioner or State of California for the
13 violations identified in Plaintiff's pre-filing letter to the LWDA against Defendants, Defendants'
14 officers, directors, employees and agents, ("Released Parties"); Plaintiff does not release any
15 aggrieved employee's claim for wages or damages. ("Released Claims").

16 **B. Additional Release and Waiver of Claims by Plaintiff.**

17 In addition to the release of Released Claims against the Defendants and Released Parties
18 made by Plaintiff and all members of the PAGA Group, as set forth above, Plaintiff, in her
19 individual capacity, agrees to release the Defendants and Released Parties from any and all claims,
20 known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common
21 law, or other source of law, arising as of the date of execution of this Agreement including, but not
22 limited to, claims arising from or related to her employment with Defendants and her compensation
23 while an employee of the Defendants, or including, but not limited to, any alleged violation of:

- 24
- 25 • Title VII of the Civil Rights Act of 1964;
- 26 • The Civil Rights Act of 1991;
- 27 • Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- 28 • The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 ("ADEA");

- The Workers Adjustment and Retraining Notification Act;
- The Occupational Safety and Health Act;
- The Sarbanes-Oxley Act of 2002;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- California Family Rights Act – Cal. Gov’t Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Apprenticeship Program Bias Law – Cal. Lab. Code § 3070 et seq.;
- California Equal Pay Law – Cal. Lab. Code § 1197.5;
- California Whistleblower Protection Law – Cal. Lab. Code § 1102.5;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- Statutory Provision Regarding California Family and Medical Leave – Cal. Lab. Code § 233;
- Statutory Provisions Regarding California Electronic Monitoring of Employees – Cal. Lab. Code § 435;
- The California Occupational Safety and Health Act, as amended, California Labor Code § 6300 et seq., and any applicable regulations thereunder;
- California Obligations of Investigative Consumer Reporting Agencies Law – Cal. Civ. Code § 1786.10 et seq.;
- California Political Activities of Employees Law – Cal. Lab. Code § 1101 et seq.;
- California Domestic Violence Victim Employment Leave Law – Cal. Lab. Code § 230.1;
- California Court Leave Law – Cal. Lab. Code § 230;
- Those other provisions of the California Labor Code that lawfully may be released;
- Los Angeles AIDS-Based Discrimination Ordinance, Los Angeles Municipal Ordinance § 45.80 et seq.;
- Any other federal, state, or local civil or human rights law or any other federal, state, or local law, regulation, or ordinance;
- Any public policy, contract, tort, or common law; or
- Any basis for recovering costs, fees, or other expenses including attorneys’ fees incurred in these matters.

(“Plaintiff’s Released Claims”). Plaintiff shall provide a general release of any and all claims against Defendants and Released Parties and all their present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be

1 liable for any of the Released Claims by Plaintiff.

2 Plaintiff's Released Claims include all claims, whether known or unknown. Even if
3 Plaintiff discovers facts in addition to or different from those that she now knows or believes to be
4 true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain
5 released and forever barred. To effect a full and complete general release as described above,
6 Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code
7 of the State of California, and does so understanding and acknowledging the significance and
8 consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of
9 California states as follows:

10 **A general release does not extend to claims that the creditor or**
11 **releasing party does not know or suspect to exist in his or her favor at**
12 **the time of executing the release and that, if known by him or her,**
13 **would have materially affected his or her settlement with the debtor or**
14 **released party.**

15 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete
16 release and discharge of Defendants and the Released Parties, Plaintiff expressly acknowledges this
17 Settlement is intended to include in its effect, without limitation, all claims Plaintiff does not know
18 or suspect to exist in Plaintiff's favor at the time of signing this Settlement, and that this Settlement
19 contemplates the extinguishment of any such claims. Plaintiff warrants that she has read this
20 Settlement, including this waiver of California Civil Code section 1542, and that Plaintiff has
21 consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this
22 Stipulation of Settlement and specifically about the waiver of section 1542, and that Plaintiff
23 understands this Settlement and the section 1542 waiver, and so Plaintiff freely and knowingly
24 enters into this Settlement. Plaintiff further acknowledges that Plaintiff later may discover facts
25 different from or in addition to those Plaintiff now knows or believes to be true regarding the matters
26 released or described in this Settlement, and even so Plaintiff agrees that the releases and
27 agreements contained in this Settlement shall remain effective in all respects notwithstanding any
28 later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of

1 any mistake in connection with the true facts involved in the matters, disputes, or controversies
2 released or described in this Settlement or with regard to any facts now unknown to Plaintiff relating
3 thereto. Plaintiff's Released Claims exclude any release of any claims not permitted to be released
4 by law. Nor does this prohibit Plaintiff from exercising Title VII rights by communicating with the
5 EEOC during an investigation. This general release shall not apply to any vested benefits accrued
6 by Plaintiff prior to the effective date of this Agreement under any compensation or benefit plans,
7 programs, and arrangements maintained by Defendants for the benefit of their employees and
8 subject to ERISA or with respect to any other compensation and benefits set forth in this Agreement.

9 In consideration for Plaintiff's Released Claims, Plaintiff will be paid the gross sum of
10 TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) as Plaintiff's Individual
11 Settlement Payment, which will be paid on behalf of Defendants as follows: SEVEN THOUSAND
12 DOLLARS AND ZERO CENTS (\$7,000.00), less lawful deductions, as compensation for alleged
13 lost and unpaid wages, with said amount to be reported on an IRS Form W-2 as appropriate and
14 THREE THOUSAND DOLLARS AND ZERO CENTS (\$3,000.00) as compensation for Plaintiffs'
15 general release of claims, with said amount to be reported on an IRS Form 1099..

16 **C. Publicity.**

17 The Named Plaintiff and his counsel agree that they have not and will not publish the
18 Resolution. More specifically, Named Plaintiff and his counsel agree that they will not report the
19 Settlement in any medium or in any publication, shall not post or report anything regarding the
20 claims of Named Plaintiff or the Settlement on any website, and shall not contact any reporters or
21 media regarding the Settlement. However, nothing in the provision shall be construed from as
22 preventing the Parties from taking following actions: (a) Named Plaintiff's Counsel shall be allowed
23 to refer to the Litigation and Resolution in other litigations to support their adequacy as attorneys
24 for a putative class or to justify an award of attorney's fees; (b) the Parties shall have the right to
25 disclose the Resolution as may be required under federal or state tax and/or securities laws or under
26 Generally Accepted Accounting Principles; (c) the Parties may refer to the Resolution, describe its
27 terms, and file the settlement agreement with the Court, the California LWDA, and the Settlement
28 Administrator in connection with any proceedings which are reasonably necessary to obtain

1 Approval of the Settlement; and, (d) the Parties or their representatives may communicate with
2 accountants or legal advisors regarding the Resolution. Except for the previously listed exceptions,
3 in response to any inquiries about the Litigation, the Parties may state that “the case was resolved,
4 and it was resolved confidentially.” In the event that a prospective employer contacts Defendants
5 for an employment reference, Defendants agree that they will provide any such prospective
6 employers with a neutral reference of Plaintiff. The neutral reference shall inform the prospective
7 employer only of Plaintiff’s position with the company and her dates of employment.

8 **VI. SETTLEMENT ADMINISTRATOR**

9 Named Plaintiff and Defendants, through their respective counsel, have selected Phoenix
10 Settlement Administrators as the Settlement Administrator to administer the Resolution, which
11 includes but is not limited to distributing and responding to inquiries about the Notice of Resolution
12 and calculating all amounts to be paid from the Net Settlement Fund. Charges and expenses of the
13 Settlement Administrator, estimated to be no more than Two Thousand Dollars (\$2,000) will be
14 paid from the Settlement Amount. Any charges and expenses of the Settlement Administrator
15 greater than the allocated Two Thousand Dollars (\$2,000) will come from the Settlement Amount.
16 If the actual Settlement Administrator fees are less than the Parties’ estimation, the difference
17 between the actual and estimated Settlement Administrator fees will be included in the Net
18 Settlement Amount.

19 **VII. NOTICE**

20 Named Plaintiff and Defendants, through their respective attorneys, have jointly prepared a
21 Notice of PAGA Settlement (the “Notice”), in the form attached hereto as Exhibit “A” which in
22 substance will be provided to the members of the PAGA Group as follows:

23 As soon as practicable following Approval of the Resolution, but no later than twenty-one
24 (21) calendar days after the Court’s Approval, Defendants will provide to the Settlement
25 Administrator the following information about each PAGA Group member: (1) name; (2) last
26 known home address; (3) number of pay periods as a PAGA Group member during the PAGA
27 period; and (4) social security number (“PAGA List”).

28 The Settlement Administrator shall run all the addresses provided through the United States

Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information. Within Twenty-One (21) business days after the Settlement Administrator's receipt of the PAGA List, the Settlement Administrator will mail the Notice of Resolution together with a settlement payment to all PAGA Group members by first-class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Settlement and settlement payment that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by performing an additional skip trace and shall re-mail the Notice and settlement check no later than ten (10) calendar days following receipt of the undeliverable Notice. The Notice will be provided in English.

VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS

A. Distribution Formula.

Members of the PAGA Group will receive a lump sum payment as good and valuable consideration for the waiver and release of claims set forth in Section V(A), above, in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement.

60% of the lump sum payment shall be allocated to the 59 aggrieved employees who worked as salespersons. The other 40% shall be allocated to the remaining 64 non-sales employees. The lump sum payment to each member of the PAGA Group will be determined by dividing the Net Settlement Amount by the total number of pay periods worked by all members of the PAGA Group during the Settlement Period (the "Pay Period Amount") and then multiplying the Pay Period Amount by the number of pay periods worked by the individual PAGA member.

B. Funding of Resolution.

The funding of the Settlement Amount will be completed at one time with funds provided to and escrowed by the Settlement Administrator. The funds used for the Settlement Amount shall be paid to the Claims Administrator by Defendants within twenty-one (21) calendar days of its receipt of a notice of entry of the Court's Approval order.

If a PAGA Group member is deceased at the time of distribution, the Settlement

1 Administrator shall distribute the deceased PAGA Group member's Net Settlement Payment to the
2 deceased PAGA Group member's legal heir(s). In the event of a dispute as to the legal heir(s), the
3 Settlement Administrator shall notify the executor of the deceased PAGA Group member's estate
4 and attempt to place the deceased PAGA Group member's payment in escrow or similar disposition
5 such that any competing heirs may take whatever action they wish to resolve ultimate disposition
6 of such money and the Settlement Administrator and the Parties hereto may disclaim any further
7 interest in or obligation in relation to such money.

8 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
9 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
10 search and, if another address is identified, shall mail the check to the newly identified address. If
11 the Settlement Administrator is unable to obtain a valid mailing address through this process, the
12 monies represented by the check shall be turned over according to the below procedures.

13 Settlement checks will specifically indicate that they are void if not negotiated within one
14 hundred eighty 180 days of their issuance. Any settlement checks that remain uncashed one hundred
15 eighty (180) or more calendar days after issuance by the Settlement Administrator shall be voided.
16 The Settlement Administrator will remit the entire amount of each PAGA Group member's
17 uncashed Individual Settlement Payment to the California State Controller for deposit in the
18 Unclaimed Property Fund in the name of the PAGA Group member to whom the uncashed
19 Individual Settlement Payment was drafted.

20 **C. PAGA Enhancement Payment.**

21 Subject to Court approval, the Plaintiff shall receive an Enhancement Award of up to Ten
22 Thousand Dollars (\$10,000.00) for services as the PAGA representative. The PAGA Enhancement
23 Payment will be paid from the Gross Settlement Fund and Settlement Amount and shall not
24 constitute payment to any other PAGA Group members other than Plaintiff. To the extent that the
25 Court approves less than the amount of PAGA Enhancement Award that Plaintiff's Counsel
26 requests, the difference between the requested and awarded amounts will be reallocated to the Net
27 Settlement Amount, and Plaintiff shall not have the right to revoke this Settlement, and it will
28 remain binding.

1 Because it is the intent of the Parties that the PAGA Enhancement Payment represent
2 payment to Plaintiff for service to the PAGA Group, and not wages, the Settlement Administrator
3 will not withhold any taxes from the PAGA Enhancement Payment. The PAGA Enhancement
4 Payment will be reported on the IRS Form 1099, which the Settlement Administrator will provide
5 to Plaintiff and to the pertinent taxing authorities as required by law.

6 **D. Time for Distribution of the Attorney Fees, Costs, and LWDA Payment.**

7 The Settlement Administrator shall cause the Court approved attorney's fees and Litigation
8 costs and LWDA Payment to be paid at the same time and manner as the Settlement Payments to
9 the PAGA Group.

10 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

11 The amounts paid under this Agreement do not represent a modification of any previously
12 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
13 Defendants. Such amounts will not form the basis for additional contributions to, benefits under,
14 or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by
15 Defendants, policies, or bonus programs. Any payments made under the terms of this Resolution
16 shall not be applied retroactively, currently, or on a going forward basis as salary, earnings, wages,
17 or any other form of compensation for the purposes of Defendants' benefit plan, policy, or bonus
18 program. Defendants retain the right to modify the language of their benefit plans, policies, and
19 bonus programs to effect this intent and to make clear that any amounts paid pursuant to this
20 Resolution are not for "hours worked," "hours paid," "hours of service," or any similar measuring
21 term as defined by applicable plans, policies, and bonus programs for purpose of eligibility, vesting,
22 benefit accrual, or any other purpose, and that additional contributions or benefits are not required
23 by this Resolution.

24 **X. PLAINTIFF'S COUNSEL'S ATTORNEYS' FEES AND LITIGATION COSTS**

25 Defendants shall not oppose an application by Plaintiff's Counsel for, and Plaintiff's
26 Counsel shall not seek or receive an amount in excess of One Hundred and Twenty Thousand
27 Dollars and Zero Cents (\$120,000.00) which represents 40% of the Settlement Amount for all past
28 and future attorneys' fees necessary to prosecute, settle, and administer the Litigation and this

Resolution. In addition, Plaintiff seeks a maximum of \$10,000 to reimburse litigation costs. Any attorneys' fees or Litigation costs awarded to Plaintiff's Counsel by the Court shall be deducted from the Settlement Amount for the purpose of determining the Net Settlement Amount. This amount shall include all attorneys' fees, Litigation costs, and expenses for which Named Plaintiff and Plaintiff's Counsel could claim under any legal theory whatsoever. Should the Court approve a lesser percentage or amount of fees and/or Litigation costs than the amount that Plaintiff's Counsel ultimately seeks, then the unapproved portion or portions shall revert to the Net Settlement Amount.

XI. TAXATION AND ALLOCATION

For withholding tax characterization purposes and payment of taxes, the Net Settlement Amount shall be deemed and is allocated by the Parties as follows ("Net Settlement Allocation"): 100% as penalties.

All PAGA Group members who cash their settlement check may receive an IRS Form 1099 for their portion of the settlement, if deemed required by the Settlement Administrator (in compliance with IRS guidelines).

Plaintiff's Individual Settlement Payment will be paid from the Gross Settlement Fund to Plaintiff by Defendants, as compensation for all alleged emotional injuries and related compensatory damages and other related costs, with said amount to be reported on an IRS Form 1099 as appropriate, and for wages, income, or benefits to be reported on an IRS Form W-2 as appropriate. Plaintiff will be solely responsible for the payment of any and all taxes and/or contributions from any of the Defendants or withholdings including, but not limited to, any related interest, costs, penalties, or other charges regardless of whether any of the Defendants should have withheld or paid such taxes or made such contributions (including Social Security or Medicare). Plaintiff will indemnify, reimburse, and hold each of the Defendants harmless for any and all taxes, contributions, withholdings, fees, or interest owed or claimed to be owed or any penalties, fines, or assessments that may be imposed on these amounts and assume any and all liability for all such taxes, contributions, fees, interest, penalties, or fines assessed against the Defendants. Plaintiff will also indemnify the Defendants for any and all costs they incur as a result of any claim made by any federal, state, or local agency to collect monies for taxes, penalties, costs, interest, fees, or

1 contributions that are allegedly owing as a result of the amounts paid to Plaintiff or Plaintiff's
2 Counsel under this Agreement.

3
4 **XII. COURT APPROVAL**

5 This Agreement and the Resolution is contingent upon Approval by the Court. Named
6 Plaintiff and Defendants agree to take all steps as may be reasonably necessary to secure Approval
7 of the Resolution, to the extent not inconsistent with the terms of this Agreement, and will not take
8 any action adverse to each other in obtaining Court Approval of the Resolution in all respects.

9 **XIII. APPRIASAL AND CERTIFICATION BY THE SETTLEMENT ADMINISTRATOR.**

10 The Settlement Administrator shall keep Plaintiff's Counsel and Defendants' Counsel
11 apprised of all distributions from the Settlement Amount. Upon completion of administration of
12 the Settlement, the Settlement Administrator shall provide written certification of such completion
13 to Plaintiff's Counsel and Defendants' Counsel. The Settlement Administrator shall also provide
14 Defendants with a final accounting, including the names of payees and Net Settlement Payments.

15 **XIV. MISCELLANEOUS PROVISIONS**

16 **A. Stay of Litigation.**

17 Named Plaintiff and Defendants agree to the stay of all discovery in the Litigation, pending
18 Approval of the Resolution by the Court.

19 **B. Interpretation of the Agreement.**

20 This Agreement constitutes the entire agreement between Named Plaintiff and Defendants.
21 Except as expressly provided herein, this Agreement has not been executed in reliance upon any
22 other written or oral representations or terms, and no such extrinsic oral or written representations
23 or terms shall modify, vary, or contradict its terms. In entering into this Agreement, the Parties
24 agree that this Agreement is to be construed according to its terms and may not be varied or
25 contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws
26 of the State of California, both in its procedural and substantive aspects, without regard to its
27 conflict of laws provisions. Any claim arising out of or relating to the Agreement, or the subject
28 matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California

1 for the County of Los Angeles and Named Plaintiff and Defendants hereby consent to the personal
2 jurisdiction of the Court over them solely in connection therewith. The foregoing is only limited
3 to disputes concerning this Agreement and in no way limits or negates the enforceability and effect
4 of any other agreements signed by employees of Defendants. Named Plaintiff, on his own behalf
5 and on behalf of the PAGA Group, and Defendants participated in the negotiation and drafting of
6 this Agreement and had available to them the advice and assistance of independent counsel. As
7 such, neither Named Plaintiff nor Defendants may claim that any ambiguity in this Agreement
8 should be construed against the other.

9 The terms and conditions of this Agreement constitute the exclusive and final understanding
10 and expression of all agreements between Named Plaintiff and Defendants with respect to the
11 Resolution of the Litigation. The Agreement may be modified only by a writing signed by counsel
12 for all Parties or their successors-in-interest.

13 **C. Further Cooperation.**

14 Named Plaintiff and Defendants and their respective attorneys shall proceed diligently to
15 prepare and execute all documents, to seek Approval from the Court, and to do all things reasonably
16 necessary or convenient to consummate the Agreement as expeditiously as possible.

17 **D. Confidentiality of Documents.**

18 Named Plaintiff, the Settlement Administrator, and Plaintiff's Counsel shall maintain the
19 confidentiality of all documents, deposition transcripts, declarations, and other information
20 obtained in the Litigation, unless necessary for appeal or such documents are ordered to be disclosed
21 by the Judge or by a subpoena.

22 **E. Counterparts.**

23 The Agreement may be executed in one or more actual or non-original counterparts, all of
24 which will be considered one and the same instrument and all of which will be considered duplicate
25 originals.

26 **F. Authority.**

27 Each individual signing below warrants that he or she has the authority to execute this
28 Agreement on behalf of the party for whom or which that individual signs.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Named Plaintiff, members of the PAGA Group, Defendants, and Released Entities are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

H. Force Majeure.

The failure of any party to perform any of its obligations hereunder shall not subject such party to any liability or remedy for damages, or otherwise, where such failure is occasioned in whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions, floods, wars, interruptions or delays in transportation, power outages, labor disputes or shortages, shortages of material or supplies, governmental laws, restrictions, rules or regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar or different circumstances or causes beyond the reasonable control of such party.

I. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

J. Severability.

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiff's Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

K. Fees and Costs.

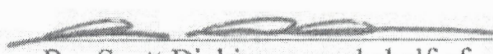
Notwithstanding attorneys' fees and costs awarded to Plaintiff by the Court as set forth in this Agreement, all of Defendants' and Plaintiffs' own legal fees, costs, and expenses incurred in this Action shall be borne by Defendants.

[Signatures to follow on next page]

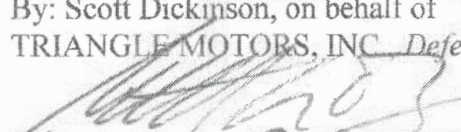
1 Dated: 9-16-, 2021


CEEJA LYNNE BARR, Plaintiff

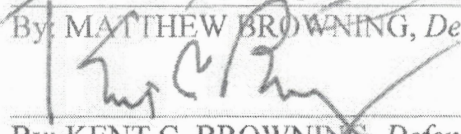
2
3 Dated: 9/11, 2021


By: Scott Dickinson, on behalf of
TRIANGLE MOTORS, INC. Defendant

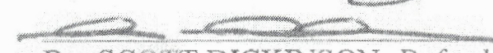
4
5 Dated: 9/14, 2021


By: MATTHEW BROWNING, Defendant

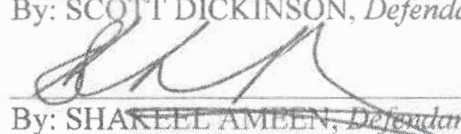
6
7 Dated: 9/14, 2021


By: KENT C. BROWNING, Defendant

8
9 Dated: 9/11, 2021


By: SCOTT DICKINSON, Defendant

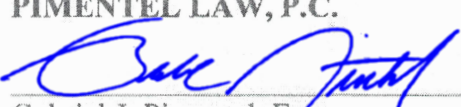
10
11 Dated: 9/14, 2021


By: SHAKEEL AMEEN, Defendant

12
13 **APPROVED AS TO FORM ONLY:**

14 Dated: 09/16, 2021

PIMENTEL LAW, P.C.


Gabriel J. Pimentel, Esq.
Yesenia L. Rodriguez, Esq.
Attorneys for Plaintiff
CEEJA LYNNE BARR

15
16
17
18
19 Dated: 9/15/2021, 2021

FISHER & PHILLIPS LLP


Nicole Golob, Esq.
Joel Moon, Esq.
Attorney for Defendants
TRIANGLE MOTORS, INC.; MATTHEW
BROWNING, KENT C. BROWNING;
SCOTT DICKINSON; SHAKEEL
AMEEN

DECLARATION OF CEEJA BARR

I, Ceeja Lynne Barr, declare as follows:

1. I am over the age of 18, am the plaintiff in the above lawsuit and have personal knowledge of all facts contained within this declaration. If called to testify to any fact contained within this declaration, I would and could be competent to do so.

2. I Plaintiff Ceeja Lynne Barr was employed as a Car Salesperson for Triangle Motors, Inc. from October 16, 2019 to March 3, 2020.

D(5)(a)

3. The services that I performed to further the prosecution of this case are as follows: documented conversations with employees and management regarding the company's failure to provide meal and rest periods and encouraging them to work off the clock; provided numerous documents, including text messages, to my attorneys; answering my lawyer's questions about those documents; promptly responding to my lawyer's text messages, emails and phone calls; answering my lawyer's questions about the organizational structure of Triangle Motors, its policies, practices and procedures and job duties of different employees; participating in an all-day mediation; assisting my lawyer with drafting my declaration in support of this Motion.

D(5)(b)

4. I estimate that the amount of time that I have spent performing the above services over the last 14 months is at least 30 hours.

D(5)(c)

5. The risks that I assumed in prosecuting this case is that any company that I apply to for future employment will have the ability to run a public record search and find out that I filed this lawsuit, which could lead to a lost job opportunity.

D(5)(d)

6. The adverse consequences that I have actually suffered as a result of filing this lawsuit are stress and anxiety over losing the case and time lost from work and my family in attending meetings with my lawyer related to this case.

D(5)(e)

7. The expenses that I have incurred to further the prosecution of this action amount to \$170, which reflects the wages I missed by attending an all-day mediation on June 1, 2021.

D(5)(f)

8. I have never previously been a plaintiff in a PAGA action.

D(6)(a)

9. I have previously informed a former coworker of this pending lawsuit via telephone.

10. I relayed to my former coworker, one of the aggrieved employees, that I had initiated a lawsuit against Triangle Motors and that my lawyer would be reaching out to conduct a witness interview. I told my former coworker that one of the reasons that prompted me to file suit against Triangle Motors was its unfair pay practices.

11. I am unaware of my former coworkers mailing address, but her name is Kassandra Ortega

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

Dated: September 16, 2021

By:


Ceeja Lynn Barr

EXHIBIT 5

Time, Fees and Expenses

for Ceeja Lynne Barr - Wage and Hour Claim - Triangle Motors, Inc. (Browning Dodge/ Triangle Motors Inc.) | Browning | Dickinson | Ameen - Riverside CVRI2100242

Time and Fee entries

Date	Activity	Description	Staff	Duration	Rate	Billable?	Write Off?	Status	Total
9/21/2021		Services provided on 9/21/2021	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
9/21/2021		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
9/17/2021		Services provided on 9/17/2021	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
9/17/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
9/16/2021		Services provided on 9/16/2021	Yesenia L. Rodriguez	1.30	\$275.00	True	No	-	\$357.50
9/16/2021		Proposed Order Granting Plaintiff's Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
9/16/2021		2 emails sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
9/16/2021		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
9/16/2021		PAGA Long Form Settlement Agreement (fully executed) created, then edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
9/16/2021		Plaintiff's Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	0.60	\$700.00	True	No	-	\$420.00
9/15/2021		Services provided on 9/15/2021	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
9/15/2021		Plaintiff's Motion for Approval of PAGA Settlement reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
9/15/2021		(Barr) PAGA Long Form Settlement Agreement(40709676.6) reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
9/15/2021		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
9/15/2021		2 emails sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
9/13/2021		Services provided on 9/13/2021	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
9/13/2021		5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
9/10/2021		Services provided on 9/10/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50

9/9/2021		Services provided on 9/9/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
9/9/2021		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
9/1/2021		Services provided on 9/1/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
8/31/2021		Services provided on 8/31/2021	Yesenia L. Rodriguez	1.30	\$275.00	True	No	-	\$357.50
8/31/2021		(Barr) PAGA Long Form Settlement Agreement(40709676.5) edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/31/2021		11 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/30/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/25/2021		Services provided on 8/25/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
8/23/2021		Services provided on 8/23/2021	Yesenia L. Rodriguez	1.50	\$275.00	True	No	-	\$412.50
8/23/2021		(Barr) PAGA Long Form Settlement Agreement(40709676.4) edited and reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
8/23/2021		7 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
8/20/2021		Services provided on 8/20/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
8/17/2021		Services provided on 8/17/2021	Yesenia L. Rodriguez	1.70	\$275.00	True	No	-	\$467.50
8/17/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/17/2021		(Barr) PAGA Long Form Settlement Agreement(40709676.4) edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/16/2021		Services provided on 8/16/2021	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
8/16/2021		Plaintiff's Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/16/2021		5 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
8/15/2021		Plaintiff's Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
8/15/2021		16 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/14/2021		Dec'l of Ceeja Barr ISO Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/14/2021		Memo created, then edited - Calculation of additional pay periods added to release period	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/14/2021		(Barr) PAGA Long Form Settlement Agreement(40709676.3) reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00

8/14/2021		12 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
8/14/2021		Plaintiff's Confidential Supplemental Mediation Brief reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/14/2021		Plaintiff's Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	3.20	\$700.00	True	No	-	\$2,240.00
8/14/2021		PAGA Case Management Order #1 reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
8/14/2021		Case Administrator Decl. Riverside (updated) edited	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
8/14/2021		Reservation Motion for Approval of PAGA Settlement reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/14/2021		Proposed Order Granting Plaintiff's Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/13/2021		Services provided on 8/13/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
8/13/2021		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/10/2021		Services provided on 8/10/2021	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
8/9/2021		Services provided on 8/9/2021	Yesenia L. Rodriguez	1.10	\$275.00	True	No	-	\$302.50
8/6/2021		Services provided on 8/6/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
8/6/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
8/5/2021		Services provided on 8/5/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
7/30/2021		Services provided on 7/30/2021	Yesenia L. Rodriguez	2.70	\$275.00	True	No	-	\$742.50
7/28/2021		Services provided on 7/28/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
7/28/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
7/27/2021		Services provided on 7/27/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
7/20/2021		Services provided on 7/20/2021	Yesenia L. Rodriguez	0.90	\$275.00	True	No	-	\$247.50
7/19/2021		Services provided on 7/19/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
7/19/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
7/17/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
7/13/2021		Services provided on 7/13/2021	Yesenia L. Rodriguez	1.10	\$275.00	True	No	-	\$302.50
7/13/2021		Joint Statement Per LR 3160 edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00

7/13/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
7/12/2021		Services provided on 7/12/2021	Yesenia L. Rodriguez	1.40	\$275.00	True	No	-	\$385.00
7/8/2021		Services provided on 7/8/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
7/7/2021		Services provided on 7/7/2021	Yesenia L. Rodriguez	0.80	\$275.00	True	No	-	\$220.00
7/7/2021		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
7/6/2021		Services provided on 7/6/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
7/6/2021		(Barr) PAGA Long Form Settlement Agreement(40709676.2) reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
7/6/2021		5 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
7/6/2021		Plaintiff's Motion for Approval of PAGA Settlement reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
7/3/2021		1 email sent/reviewed regarding Barr, Ceeja Lynne vs. Triangle Motors, Inc. - 1220069652	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
7/2/2021		Services provided on 7/2/2021	Yesenia L. Rodriguez	4.90	\$275.00	True	No	-	\$1,347.50
7/1/2021		Services provided on 7/1/2021	Yesenia L. Rodriguez	4.70	\$275.00	True	No	-	\$1,292.50
7/1/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/30/2021		Services provided on 6/30/2021	Yesenia L. Rodriguez	1.70	\$275.00	True	No	-	\$467.50
6/30/2021		Dec'l of Ceeja Barr ISO Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
6/30/2021		PAGA Case Management Order #1 reviewed	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
6/30/2021		(Barr) PAGA Long Form Settlement Agreement(40709676.2) edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/30/2021		Case Administrator Declaration reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/30/2021		15 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
6/30/2021		Plaintiff's Confidential Mediation Brief reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/30/2021		Plaintiff's Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	6.80	\$700.00	True	No	-	\$4,760.00
6/30/2021		Proposed Order Granting Plaintiff's Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
6/29/2021		Services provided on 6/29/2021	Yesenia L. Rodriguez	0.60	\$275.00	True	No	-	\$165.00

6/29/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/29/2021		Plaintiff's Motion for Approval of PAGA Settlement edited	Gabriel J. Pimentel	1.40	\$700.00	True	No	-	\$980.00
6/29/2021		Plaintiff's Confidential Supplemental Mediation Brief reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/29/2021		Mediation Brief reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/29/2021		Triangle Motors Document Production 000001 - 000200 reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/29/2021		(Barr) PAGA Long Form Settlement Agreement(40709676.2) edited and reviewed	Gabriel J. Pimentel	0.40	\$700.00	True	No	-	\$280.00
6/28/2021		Services provided on 6/28/2021	Yesenia L. Rodriguez	0.80	\$275.00	True	No	-	\$220.00
6/28/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/28/2021		PAGA Case Management Order #1 reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/28/2021		(Barr) PAGA Long Form Settlement Agreement(40709676.2) edited	Gabriel J. Pimentel	0.80	\$700.00	True	No	-	\$560.00
6/26/2021		Memo created - Common Fund Research	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/25/2021		Services provided on 6/25/2021	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
6/25/2021		PAGA Case Management Order #1 reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/25/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/24/2021		Services provided on 6/24/2021	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
6/24/2021		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/23/2021		Memo reviewed - Called Court	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/21/2021		Services provided on 6/21/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
6/21/2021		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/21/2021		Memo edited and reviewed - Called Court	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/21/2021		Memo reviewed - Spoke to client	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/21/2021		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/18/2021		Services provided on 6/18/2021	Yesenia L. Rodriguez	0.60	\$275.00	True	No	-	\$165.00

6/18/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
6/17/2021		Services provided on 6/17/2021	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
6/17/2021		7 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
6/16/2021		Services provided on 6/16/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
6/16/2021		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/16/2021		Memo created - Called Court	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/15/2021		Services provided on 6/15/2021	Yesenia L. Rodriguez	0.60	\$275.00	True	No	-	\$165.00
6/14/2021		Services provided on 6/14/2021	Yesenia L. Rodriguez	2.00	\$275.00	True	No	-	\$550.00
6/14/2021		Aggregate damages in class actions reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/14/2021		(Barr) Notice of PAGA Settlement (40709672.1) reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
6/14/2021		Plaintiff's Confidential Supplemental Mediation Brief reviewed	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
6/14/2021		(Barr) PAGA Long Form Settlement Agreement(40709676.1) edited	Gabriel J. Pimentel	0.80	\$700.00	True	No	-	\$560.00
6/14/2021		Class Action CMO # 1 reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
6/14/2021		14 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
6/14/2021		(Barr) Individual Settlement(40709683.1) edited	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
6/14/2021		PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/14/2021		Memo edited - Triangle Motors Employees	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/11/2021		Services provided on 6/11/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
6/9/2021		Services provided on 6/9/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
6/8/2021		Services provided on 6/8/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
6/7/2021		Services provided on 6/7/2021	Yesenia L. Rodriguez	0.90	\$275.00	True	No	-	\$247.50
6/7/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/5/2021		Plaintiff's Confidential Supplemental Mediation Brief reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/4/2021		Services provided on 6/4/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00

6/3/2021		Services provided on 6/3/2021	Yesenia L. Rodriguez	0.60	\$275.00	True	No	-	\$165.00
6/3/2021		1 email sent/reviewed regarding Barr, Ceeja Lynne vs. Triangle Motors, Inc. - 1220069652	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/3/2021		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/2/2021		Services provided on 6/2/2021	Yesenia L. Rodriguez	0.60	\$275.00	True	No	-	\$165.00
6/2/2021		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/1/2021		Services provided on 6/1/2021	Yesenia L. Rodriguez	10.90	\$275.00	True	No	-	\$2,997.50
6/1/2021		Plaintiff's Confidential Mediation Brief reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/1/2021		Mediation with Hon. Carl West (Zoom) attended	Gabriel J. Pimentel	8.00	\$700.00	True	No	-	\$5,600.00
6/1/2021		Plaintiff's Confidential Supplemental Mediation Brief reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
5/31/2021		Memo created - Triangle Motors Employees	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/31/2021		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/28/2021		Services provided on 5/28/2021	Yesenia L. Rodriguez	2.20	\$275.00	True	No	-	\$605.00
5/28/2021		2 emails sent/reviewed regarding Ceeja Barr v. Triangle Motors	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/28/2021		Sampled Employee Wage Statements created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/28/2021		PAGA Notice - Triangle, Browning reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/28/2021		Witness Transcripts for Mediator reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/28/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/28/2021		Plaintiff's Confidential Supplemental Mediation Brief reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/28/2021		2 emails sent/reviewed regarding JAMS Access New Notifications	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
5/28/2021		2 emails sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/28/2021		Ceeja Barr Driver's License reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/27/2021		Services provided on 5/27/2021	Yesenia L. Rodriguez	2.10	\$275.00	True	No	-	\$577.50
5/27/2021		Plaintiff's Confidential Supplemental Mediation Brief edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00

5/27/2021		Plaintiff's Confidential Mediation Brief reviewed	Gabriel J. Pimentel	0.40	\$700.00	True	No	-	\$280.00
5/27/2021		20 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
5/27/2021		Witness Transcripts for Mediator reviewed	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
5/27/2021		Exhibits to Mediation Brief reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/27/2021		Plaintiff's Confidential Supplemental Mediation Brief edited	Gabriel J. Pimentel	0.70	\$700.00	True	No	-	\$490.00
5/26/2021		Services provided on 5/26/2021	Yesenia L. Rodriguez	0.70	\$275.00	True	No	-	\$192.50
5/26/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/25/2021		Services provided on 5/25/2021	Yesenia L. Rodriguez	3.10	\$275.00	True	No	-	\$852.50
5/25/2021		JAMS Notice of Mediation with Hon. Carl J. West (Ret.) reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/25/2021		Plaintiff's Confidential Mediation Brief edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/25/2021		Plaintiff's Confidential Mediation Brief edited	Gabriel J. Pimentel	3.20	\$700.00	True	No	-	\$2,240.00
5/25/2021		Client Provided - Text Messages - Jan 24 (b) reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/25/2021		22 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
5/24/2021		Services provided on 5/24/2021	Yesenia L. Rodriguez	7.10	\$275.00	True	No	-	\$1,952.50
5/24/2021		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/24/2021		6 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/21/2021		Services provided on 5/21/2021	Yesenia L. Rodriguez	4.60	\$275.00	True	No	-	\$1,265.00
5/21/2021		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/21/2021		1 email sent/reviewed regarding Forgot iManage Share password	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/21/2021		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/21/2021		Sampled Employee Time Records created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/21/2021		1 email sent/reviewed regarding Folder Share Notification from Fisher Phillips LLP	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/20/2021		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00

5/20/2021		2nd PAGA Notice to TRIANGLE MOTORS, INC., DBA BROWNING DOGE CHRYSLER JEEP RAM - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/20/2021		Ceeja Barr List of Contacts reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/20/2021		Interview Outline for Triangle Motors Salespersons created, then edited	Gabriel J. Pimentel	1.50	\$700.00	True	No	-	\$1,050.00
5/20/2021		4 emails sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/19/2021		Services provided on 5/19/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
5/19/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/19/2021		Plaintiff's Meet & Confer Letter 04.30.21 reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/19/2021		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/18/2021		Services provided on 5/18/2021	Yesenia L. Rodriguez	0.70	\$275.00	True	No	-	\$192.50
5/18/2021		3 emails sent/reviewed regarding Barr, Ceeja Lynne vs. Triangle Motors, Inc. - JAMS Ref No. 1220069652	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
5/18/2021		8 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/17/2021		Services provided on 5/17/2021	Yesenia L. Rodriguez	1.40	\$275.00	True	No	-	\$385.00
5/17/2021		Phone call with opposing counsel, Joel Moon, regarding meet and confer letter (Defense will call office) attended	Gabriel J. Pimentel	0.50	\$700.00	True	No	-	\$350.00
5/14/2021		Services provided on 5/14/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
5/13/2021		Services provided on 5/13/2021	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
5/13/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		Services provided on 5/12/2021	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
5/12/2021		5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/10/2021		Services provided on 5/10/2021	Yesenia L. Rodriguez	0.60	\$275.00	True	No	-	\$165.00
5/7/2021		Services provided on 5/7/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
5/5/2021		2 emails sent/reviewed regarding Barr, Ceeja Lynne vs. Triangle Motors, Inc. - 1220069652	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00

4/30/2021		Services provided on 4/30/2021	Yesenia L. Rodriguez	6.80	\$275.00	True	No	-	\$1,870.00
4/29/2021		Services provided on 4/29/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
4/29/2021		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/28/2021		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
4/27/2021		Services provided on 4/27/2021	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
4/27/2021		2 emails sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/26/2021		Services provided on 4/26/2021	Yesenia L. Rodriguez	0.70	\$275.00	True	No	-	\$192.50
4/26/2021		2 emails sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al. - Courtesy Copies of Plaintiff's Discovery Propounded on Defendant via Mail Service 03/08/2021	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
4/8/2021		Plaintiff's Special Rogs (Set One) to Triangle Motors, Inc. reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/8/2021		1 email sent/reviewed regarding Joel Moon +1 909-589-4898 (Account:(877) 265-8084)	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
4/8/2021		2 emails sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al. - Courtesy Copies of Plaintiff's Discovery Propounded on Defendant via Mail Service 03/08/2021	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/28/2021		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/24/2021		2 emails sent/reviewed regarding Barr, Ceeja Lynne vs. Triangle Motors, Inc. - JAMS Ref No. 1220069652 - Deposit Request 5628884	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
3/23/2021		6 internal messages sent/reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
3/23/2021		1 email sent/reviewed regarding Barr, Ceeja Lynne vs. Triangle Motors, Inc. - JAMS Ref No. 1220069652	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/23/2021		JAMS Notice of Mediation with Hon. Carl J. West (Ret.) reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/18/2021		1 email sent/reviewed regarding Completed: JAMS: 1220069652 - Barr, Ceeja Lynne vs. Triangle Motors, Inc.	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
3/17/2021		1 email sent/reviewed regarding JAMS: 1220069652 - Barr, Ceeja Lynne vs. Triangle Motors, Inc.	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00

3/16/2021		1 email sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
3/16/2021		2 emails sent/reviewed regarding Barr, Ceeja Lynne vs. Triangle Motors, Inc. - JAMS Ref No. 1220069652	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
3/15/2021		1 email sent/reviewed regarding Barr, Ceeja Lynne vs. Triangle Motors, Inc. - JAMS Ref No. 1220069652	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
3/15/2021		2 emails sent/reviewed regarding Mediation Disclosure between Gabriel Pimentel, Ceeja Barr and Gabriel Pimentel is Signed and Filed!	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/15/2021		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
3/15/2021		Mediation Disclosure reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/15/2021		Mediation Disclosure created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/15/2021		2 emails sent/reviewed regarding Mediation Disclosure has been sent out for signature to Ceeja Barr	Gabriel J. Pimentel	0.40	\$700.00	True	No	-	\$280.00
3/15/2021		1 email sent/reviewed regarding Your signature is required on Mediation Disclosure	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/10/2021		2 emails sent/reviewed	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
3/10/2021		Plaintiff's RPDs (Set One) to Triangle Motors, Inc. reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
3/10/2021		Plaintiff's Special Rogs (Set One) to Triangle Motors, Inc. reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
3/10/2021		1 internal message sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
3/10/2021		Plaintiff's Form Rogs Employment (Set One) to Triangle Motors, Inc. reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/10/2021		Plaintiff's Special Rogs (Set One) to Triangle Motors, Inc. reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/10/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/10/2021		2 emails sent/reviewed regarding JAMS Neutral Hon. Carl West (Ret.) Available	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
3/9/2021		6 emails sent/reviewed	Rochelle R. De Golier	1.00	\$475.00	True	No	-	\$475.00
3/9/2021		12 internal messages sent/reviewed	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50
3/9/2021		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc.	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
3/9/2021		15 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00

3/9/2021		1 email sent/reviewed regarding JAMS Neutral Hon. Carl West (Ret.) Available	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/9/2021		Caption edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/8/2021		7 emails sent/reviewed	Rochelle R. De Golier	1.40	\$475.00	True	No	-	\$665.00
3/8/2021		36 internal messages sent/reviewed	Rochelle R. De Golier	0.60	\$475.00	True	No	-	\$285.00
3/8/2021		PROVIDED BY COMPANY (Informal Discovery) - Wage Statements reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/8/2021		PROVIDED BY COMPANY (Informal Discovery) - Wage Calculators reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/8/2021		32 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
3/8/2021		SOI Triangle Motors, Inc. reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/8/2021		Complaint (Conformed) reviewed	Gabriel J. Pimentel	0.50	\$700.00	True	No	-	\$350.00
3/8/2021		Draft Form Rogs-Employment (Set One) to Triangle Motors, Inc. created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/8/2021		Defendant Triangle Motors Inc. dba Browning Dodge Chrysler Jeep Ram's Answer & Affirmative Defenses to Plaintiff's Unverified Complaint reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/8/2021		Time Sheets reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/8/2021		Plaintiff's Special Rogs (Set One) to Triangle Motors, Inc. created, then edited	Gabriel J. Pimentel	1.00	\$700.00	True	No	-	\$700.00
3/8/2021		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/8/2021		2nd PAGA Notice to TRIANGLE MOTORS, INC., DBA BROWNING DOGE CHRYSLER JEEP RAM - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
3/8/2021		PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/8/2021		5 emails sent/reviewed regarding JAMS Neutral Hon. Carl West (Ret.) Available	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
3/8/2021		Plaintiff's RPDs (Set One) to Triangle Motors, Inc. edited	Gabriel J. Pimentel	0.90	\$700.00	True	No	-	\$630.00
3/5/2021		3 emails sent/reviewed	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
3/5/2021		16 internal messages sent/reviewed	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50
3/5/2021		Email to Def. Counsel re mediators 03-05-2021 created	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00

3/5/2021		9 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
3/4/2021		5 emails sent/reviewed	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
3/4/2021		5 internal messages sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
3/4/2021		Email to Def. Counsel re Mediators 03-04-2021 created	Rochelle R. De Golier	0.80	\$475.00	True	No	-	\$380.00
3/4/2021		7 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/3/2021		3 emails sent/reviewed	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
3/3/2021		Email to Mediator Case Managers - 02-26-2021 reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
3/3/2021		18 internal messages sent/reviewed	Rochelle R. De Golier	0.80	\$475.00	True	No	-	\$380.00
3/3/2021		Memo created - Spoke to Judge Sabraw's calendar assistant	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/3/2021		7 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
3/3/2021		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al. - Ref #1110026806	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/2/2021		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/2/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/1/2021		6 emails sent/reviewed	Rochelle R. De Golier	0.90	\$475.00	True	No	-	\$427.50
3/1/2021		3 internal messages sent/reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
3/1/2021		Email attachment reviewed - Rottman Fee Schedule	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
3/1/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/28/2021		8 emails sent/reviewed	Rochelle R. De Golier	0.70	\$475.00	True	No	-	\$332.50
2/28/2021		Email to Mediator Case Managers - 02-26-2021 edited	Rochelle R. De Golier	1.30	\$475.00	True	No	-	\$617.50
2/28/2021		4 internal messages sent/reviewed	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
2/28/2021		Email attachment reviewed - JAR Fee Schedule-21	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
2/28/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/26/2021		16 emails sent/reviewed	Rochelle R. De Golier	1.10	\$475.00	True	No	-	\$522.50

2/26/2021		Email to Mediator Case Managers - 02-26-2021 created, then edited	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
2/26/2021		15 internal messages sent/reviewed	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50
2/26/2021		12 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
2/25/2021		12 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
2/24/2021		1 email sent/reviewed	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
2/24/2021		2 internal messages sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
2/22/2021		10 internal messages sent/reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
2/22/2021		9 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
2/21/2021		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/18/2021		1 email sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
2/16/2021		6 emails sent/reviewed	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
2/16/2021		1 email sent/reviewed regarding proof of service C26421	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/16/2021		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/13/2021		3 emails sent/reviewed	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
2/13/2021		Notice of Dept. Assignment & CMC to Defendants edited	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
2/13/2021		POS Summons & Complaint Kent C. Browning reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
2/13/2021		Notice of Dept. Assignment & CMC to Defendants - Sent 02-13-21 - FINAL edited and reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
2/13/2021		Notice of Dept Assignment reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
2/13/2021		POS Summons & Complaint Scott Dickinson reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
2/13/2021		Matter admin	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
2/13/2021		Riverside County Superior Court ADR Information Package created	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
2/13/2021		5 internal messages sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
2/13/2021		Notice of Dept. Assignment & CMC to Defendants edited	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50

2/13/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/13/2021		1 email sent/reviewed regarding Mark Rudy's Availability	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/12/2021		2 emails sent/reviewed	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
2/12/2021		25 internal messages sent/reviewed	Rochelle R. De Golier	1.10	\$475.00	True	No	-	\$522.50
2/12/2021		Complaint (Conformed) reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
2/12/2021		POS Summons & Complaint Triangle Motors, Inc. reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
2/12/2021		Notice of Dept. Assignment & CMC to Defendants created, then edited	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50
2/12/2021		Notice of Dept Assignment reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
2/12/2021		10 emails sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc., et al.	Gabriel J. Pimentel	0.60	\$700.00	True	No	-	\$420.00
2/12/2021		POS Summons & Complaint Triangle Motors, Inc. created, then edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/12/2021		2 emails sent/reviewed regarding proof of service C26421	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/12/2021		Notice of Dept. Assignment & CMC to Defendants edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/12/2021		\$48.60 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/12/2021		79275413446420210211145800 reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/12/2021		26 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
2/9/2021		3 emails sent/reviewed	Rochelle R. De Golier	0.70	\$475.00	True	No	-	\$332.50
2/9/2021		Notice of Dept Assignment reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
2/9/2021		Complaint (Conformed) reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
2/9/2021		4 internal messages sent/reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
2/9/2021		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/4/2021		1 email sent/reviewed regarding BAD ADDRESS FOR SCOTT DICKINSON	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/1/2021		1 internal message sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
1/25/2021		Certificate of Counsel created, then reviewed	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
1/25/2021		Complaint PAGA-only edited	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50

1/25/2021		9 internal messages sent/reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
1/25/2021		SOI Triangle Motors, Inc. reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
1/25/2021		Civil Case Cover Sheet - Final - 01-25-2020 created	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
1/25/2021		Civil Case Cover Sheet created, then edited and reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
1/25/2021		Summons created, then reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
1/25/2021		Matter admin	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
1/25/2021		Complaint PAGA-only edited and reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
1/25/2021		Civil Case Cover Sheet - Final - 01-25-2020 created, then reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
1/25/2021		5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
1/24/2021		2nd PAGA Notice to LWDA 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA - with RRD's highlights edited	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
1/23/2021		1 email sent/reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
1/23/2021		Complaint PAGA-only edited	Rochelle R. De Golier	0.90	\$475.00	True	No	-	\$427.50
1/23/2021		7 internal messages sent/reviewed	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
1/23/2021		6 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
1/23/2021		2nd PAGA Notice to MATTHEW BROWNING - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
1/23/2021		Complaint PAGA-only edited	Gabriel J. Pimentel	1.30	\$700.00	True	No	-	\$910.00
1/22/2021		1 email sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
1/22/2021		10 internal messages sent/reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
1/22/2021		Complaint Wage & Hour edited	Rochelle R. De Golier	7.40	\$475.00	True	No	-	\$3,515.00
1/22/2021		2nd PAGA Notice to LWDA 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA - with RRD's highlights edited	Rochelle R. De Golier	1.40	\$475.00	True	No	-	\$665.00
1/22/2021		12 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00

1/21/2021		Complaint Wage & Hour edited	Rochelle R. De Golier	2.30	\$475.00	True	No	-	\$1,092.50
1/21/2021		SOI Triangle Motors, Inc. reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
1/21/2021		Complaint Wage & Hour reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
1/21/2021		2nd PAGA Notice to TRIANGLE MOTORS, INC., DBA BROWNING DOGE CHRYSLER JEEP RAM - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA - Copy reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
1/21/2021		2nd PAGA Notice to LWDA 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA - with RRD's highlights edited	Rochelle R. De Golier	1.40	\$475.00	True	No	-	\$665.00
1/19/2021		4 internal messages sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
1/19/2021		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
1/16/2021		Complaint Wage & Hour reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
1/15/2021		2 internal messages sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
1/15/2021		Complaint Wage & Hour created, then edited	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
1/15/2021		Complaint Wage & Hour created	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
1/15/2021		2nd PAGA Notice to KENT C. BROWNING - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
1/15/2021		PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
1/15/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
1/10/2021		Memo edited - Phone Convo w/Client 11/09/2020 re Arb Agreement Sign Page and Wage Calculators, etc.	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
11/10/2020		Memo reviewed - Employee Roster	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
11/10/2020		PROVIDED BY COMPANY (Informal Discovery) - Personnel File - Provided 10-16-2020 - Copy of Arbitration Agreements sent to Ceeja Barr edited	Gabriel J. Pimentel	0.20	\$600.00	True	No	-	\$120.00
11/10/2020		2nd PAGA Notice to TRIANGLE MOTORS, INC., DBA BROWNING DOGE CHRYSLER JEEP RAM - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00

11/9/2020		3 emails sent/reviewed	Rochelle R. De Golier	0.80	\$475.00	True	No	-	\$380.00
11/9/2020		2nd PAGA Notice to TRIANGLE MOTORS, INC., DBA BROWNING DOGE CHRYSLER JEEP RAM - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
11/9/2020		PROVIDED BY CLIENT - Verizon_bill_December_12_2019 created	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
11/9/2020		2nd PAGA Notice to TRIANGLE MOTORS, INC., DBA BROWNING DOGE CHRYSLER JEEP RAM - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
11/9/2020		Memo created - Phone Convo w/Client 11/09/2020 re Arb Agreement Sign Page and Wage Calculators, etc.	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
11/9/2020		PROVIDED BY CLIENT - Verizon_bill_January_12_2020 created	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
11/9/2020		PROVIDED BY CLIENT - Verizon_bill_February_12_2020 created	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
11/9/2020		PROVIDED BY CLIENT - Verizon_bill_March_12_2020 created	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
11/9/2020		Complaint Class Action Wage & Hour reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
11/9/2020		PROVIDED BY CLIENT - Verizon_bill_October_12_2019 created	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
11/9/2020		11-09-2020 Conversation with Client re Arbitration Agreements and Wage Calculators created, then edited	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50
11/9/2020		Email attachment reviewed - Verizon_bill_October_12_2019 (1)	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
11/9/2020		PROVIDED BY CLIENT - Verizon_bill_November_12_2019 created	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
11/3/2020		1 email sent/reviewed regarding Phone call with Opposing Counsel Tomorrow-->FW: Ceeja Barr v. Triangle Motors, Inc.	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
11/2/2020		3 internal messages sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
11/2/2020		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/26/2020		3 emails sent/reviewed	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50
10/26/2020		1 internal message sent/reviewed	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
10/26/2020		PROVIDED BY COMPANY (Informal Discovery) - Personnel File - Provided 10-16-2020 - Copy of Arbitration Agreements sent to Ceeja Barr edited and reviewed	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50

10/26/2020		PROVIDED BY COMPANY (Informal Discovery) - Wage Calculators reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/26/2020		PROVIDED BY COMPANY (Informal Discovery) - Personnel File - Provided 10-16-2020 reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/21/2020		2 internal messages sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/20/2020		2 emails sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/20/2020		2nd PAGA Notice to SHAKEEL AMEEN - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA edited and reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/20/2020		2nd PAGA Notice to SCOTT DICKINSON - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA edited and reviewed	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
10/20/2020		16 internal messages sent/reviewed	Rochelle R. De Golier	0.60	\$475.00	True	No	-	\$285.00
10/20/2020		2nd PAGA Notice to SHAKEEL AMEEN - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA edited and reviewed	Rochelle R. De Golier	1.10	\$475.00	True	No	-	\$522.50
10/20/2020		2nd PAGA Notice to MATTHEW BROWNING - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA - Copy created, then edited	Rochelle R. De Golier	0.90	\$475.00	True	No	-	\$427.50
10/20/2020		2nd PAGA Notice to LWDA 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA - Copy reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/20/2020		SOI Victorville Nissan, Inc. reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/20/2020		2nd PAGA Notice to SCOTT DICKINSON - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA edited and reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/20/2020		PROVIDED BY COMPANY (Informal Discovery) - Personnel File - Provided 10-16-2020 reviewed	Rochelle R. De Golier	1.10	\$475.00	True	No	-	\$522.50
10/20/2020		2nd PAGA Notice to TRIANGLE MOTORS, INC., DBA BROWNING DOGE CHRYSLER JEEP RAM - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA edited	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
10/20/2020		2nd PAGA Notice to KENT C. BROWNING - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA - Copy - Copy edited and reviewed	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00

10/20/2020		2nd PAGA Notice to KENT C. BROWNING - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA - Copy - Copy edited and reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/20/2020		2nd PAGA Notice to MATTHEW BROWNING - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA - Copy edited	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/20/2020		SOI Triangle Motors, Inc. reviewed	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
10/20/2020		2nd PAGA Notice to MATTHEW BROWNING - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA - Copy reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/20/2020		2nd PAGA Notice to LWDA 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA edited and reviewed	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50
10/20/2020		2nd PAGA Notice to TRIANGLE MOTORS, INC., DBA BROWNING DOGE CHRYSLER JEEP RAM - 2:27 p.m. version - VERSION SUBMITTED / FILED WITH LWDA edited and reviewed	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
10/20/2020		14 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$600.00	True	No	-	\$120.00
10/19/2020		4 emails sent/reviewed	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
10/19/2020		48 internal messages sent/reviewed	Rochelle R. De Golier	1.00	\$475.00	True	No	-	\$475.00
10/19/2020		2nd PAGA Notice to LWDA 2:27 p.m. version edited	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/19/2020		SOI Dav, Inc. reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/19/2020		SOI Triangle Motors, Inc. reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/19/2020		2nd PAGA Notice to LWDA edited and reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/19/2020		Employee Directory (630 employees) reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/19/2020		\$75 LWDA - 2nd PAGA Notice Filing Fee By Credit Card created	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/19/2020		2nd PAGA Notice to LWDA edited and reviewed	Rochelle R. De Golier	3.00	\$475.00	True	No	-	\$1,425.00
10/19/2020		SOI High Desert Autos, Inc. reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/19/2020		Time Sheets reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
10/19/2020		PAGA Notice - Triangle, Browning reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00

10/19/2020		32 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$600.00	True	No	-	\$180.00
10/19/2020		2nd PAGA Notice to LWDA edited and reviewed	Gabriel J. Pimentel	1.40	\$600.00	True	No	-	\$840.00
10/19/2020		Employee Directory (630 employees) reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/19/2020		Time Sheets reviewed	Gabriel J. Pimentel	0.20	\$600.00	True	No	-	\$120.00
10/19/2020		2nd PAGA Notice to LWDA 2:27 p.m. version created, then edited	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/18/2020		5 internal messages sent/reviewed	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50
10/18/2020		PROVIDED BY COMPANY (Informal Discovery) - Wage Calculators reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/18/2020		Memo created, then reviewed - Employee Roster	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/18/2020		Time Sheets reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/18/2020		PROVIDED BY COMPANY (Informal Discovery) - Personnel File - Provided 10-16-2020 edited and reviewed	Gabriel J. Pimentel	0.30	\$600.00	True	No	-	\$180.00
10/18/2020		SOI Triangle Motors, Inc. reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/18/2020		Supplemental PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/18/2020		8 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/18/2020		SOI Victorville Nissan, Inc. created	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/18/2020		PROVIDED BY COMPANY (Informal Discovery) - Wage Statements reviewed	Gabriel J. Pimentel	0.20	\$600.00	True	No	-	\$120.00
10/18/2020		SOI Dav, Inc. created	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/18/2020		Memo created - Commissioned Car Sales Carveout	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/18/2020		Supp PAGA Notice to LWDA created, then edited	Gabriel J. Pimentel	3.50	\$600.00	True	No	-	\$2,100.00
10/18/2020		SOI Vahi, Inc. created	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/18/2020		Employee Directory (630 employees) reviewed	Gabriel J. Pimentel	0.40	\$600.00	True	No	-	\$240.00
10/17/2020		2 internal messages sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/17/2020		PROVIDED BY COMPANY (Informal Discovery) - Personnel File - Provided 10-16-2020 reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/16/2020		6 emails sent/reviewed	Rochelle R. De Golier	0.60	\$475.00	True	No	-	\$285.00

10/16/2020		16 internal messages sent/reviewed	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
10/16/2020		Login Credentials for Client's Company Financial Documents at Imanageshare.com reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
10/16/2020		Complaint Class Action Wage & Hour reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/16/2020		PROVIDED BY COMPANY (Informal Discovery) - Personnel File - Provided 10-16-2020 reviewed	Gabriel J. Pimentel	0.20	\$600.00	True	No	-	\$120.00
10/16/2020		Supplemental PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
10/16/2020		16 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$600.00	True	No	-	\$120.00
10/12/2020		6 emails sent/reviewed	Rochelle R. De Golier	1.00	\$475.00	True	No	-	\$475.00
10/9/2020		2 emails sent/reviewed	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
10/9/2020		Login Credentials for Client's Company Financial Documents at Imanageshare.com created	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
10/9/2020		6 internal messages sent/reviewed	Rochelle R. De Golier	0.60	\$475.00	True	No	-	\$285.00
10/9/2020		8 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$600.00	True	No	-	\$180.00
10/7/2020		1 email sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/7/2020		2 internal messages sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
10/7/2020		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
9/25/2020		Supplemental PAGA Notice to LWDA edited and reviewed	Rochelle R. De Golier	2.50	\$475.00	True	No	-	\$1,187.50
9/25/2020		Wage statements 2020 reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
9/25/2020		Wage statements 2019 reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/24/2020		Supplemental PAGA Notice to LWDA edited	Rochelle R. De Golier	0.90	\$475.00	True	No	-	\$427.50
9/24/2020		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
9/23/2020		6 emails sent/reviewed	Rochelle R. De Golier	0.80	\$475.00	True	No	-	\$380.00
9/23/2020		8 internal messages sent/reviewed	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50
9/23/2020		Supplemental PAGA Notice to LWDA edited	Rochelle R. De Golier	5.00	\$475.00	True	No	-	\$2,375.00

9/23/2020		Matter admin	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
9/23/2020		Timesheet & Wage Statement Comparison Audit Worksheet reviewed	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50
9/23/2020		Ceeja Barr Driver's License reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/23/2020		PayDiscrepancy edited	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/23/2020		Wage & Hour Client Intake Form reviewed	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
9/23/2020		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
9/22/2020		8 internal messages sent/reviewed	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
9/22/2020		Supplemental PAGA Notice to LWDA edited and reviewed	Rochelle R. De Golier	2.10	\$475.00	True	No	-	\$997.50
9/22/2020		8 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$600.00	True	No	-	\$120.00
9/21/2020		1 email sent/reviewed	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
9/21/2020		Supplemental PAGA Notice to LWDA edited	Rochelle R. De Golier	2.40	\$475.00	True	No	-	\$1,140.00
9/21/2020		2 internal messages sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/20/2020		Wage statements 2019 reviewed	Rochelle R. De Golier	1.80	\$475.00	True	No	-	\$855.00
9/20/2020		Time Sheets reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/20/2020		Wage statements 2020 reviewed	Rochelle R. De Golier	0.40	\$475.00	True	No	-	\$190.00
9/20/2020		PAGA Notice to LWDA reviewed	Rochelle R. De Golier	0.70	\$475.00	True	No	-	\$332.50
9/18/2020		6 internal messages sent/reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
9/18/2020		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc. and Matthew Browning	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
9/18/2020		1 email sent/reviewed regarding Calculations	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
9/18/2020		Timesheet & Wage Statement Comparison Audit Worksheet reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
9/18/2020		6 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
9/17/2020		6 internal messages sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/17/2020		Wage statements 2020 edited	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50

9/17/2020		PAGA Notice to LWDA reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
9/17/2020		Time Sheets reviewed	Rochelle R. De Golier	1.90	\$475.00	True	No	-	\$902.50
9/17/2020		PayDiscrepancy reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/17/2020		Timesheet Audit Worksheet created, then edited	Rochelle R. De Golier	4.20	\$475.00	True	No	-	\$1,995.00
9/17/2020		Wage statements 2019 edited and reviewed	Rochelle R. De Golier	0.60	\$475.00	True	No	-	\$285.00
9/17/2020		Excel Spreadsheet with Autosum reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
9/17/2020		Matter admin	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
9/16/2020		6 emails sent/reviewed	Rochelle R. De Golier	1.20	\$475.00	True	No	-	\$570.00
9/16/2020		Letter to Opposing Counsel, Nicole Golob, re Personnel Records Request - 09-15-2020 edited and reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/16/2020		Letter to Opposing Counsel, Nicole Golob, re Personnel Records Request - 09-15-2020 edited	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
9/16/2020		Time Sheets reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
9/16/2020		8 internal messages sent/reviewed	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50
9/16/2020		5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
9/16/2020		Time Sheets reviewed	Gabriel J. Pimentel	0.30	\$600.00	True	No	-	\$180.00
9/15/2020		2 emails sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/15/2020		Phone call with Opposing Counsel, Nicole Golob, regarding case. (Rochelle's Office) attended	Rochelle R. De Golier	1.00	\$475.00	True	No	-	\$475.00
9/15/2020		Wage statements 2020 reviewed	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
9/15/2020		Complaint Class Action Wage & Hour edited	Rochelle R. De Golier	4.20	\$475.00	True	No	-	\$1,995.00
9/15/2020		Wage statements 2019 reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/15/2020		Ceeja Barr Bonus Vouchers reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
9/15/2020		PayDiscrepancy reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
9/15/2020		Matter admin	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00

9/15/2020		Letter to Opposing Counsel, Nicole Golob, re Personnel Records Request - 09-15-2020 created, then edited	Rochelle R. De Golier	1.60	\$475.00	True	No	-	\$760.00
9/15/2020		29 internal messages sent/reviewed	Rochelle R. De Golier	1.20	\$475.00	True	No	-	\$570.00
9/15/2020		PAGA Notice - Triangle, Browning reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/15/2020		Ceeja Barr Pay Break Down reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/15/2020		Phone call with Opposing Counsel, Nicole Golob, regarding case. (Rochelle's Office) attended	Gabriel J. Pimentel	1.00	\$600.00	True	No	-	\$600.00
9/15/2020		Wage statements 2020 reviewed	Gabriel J. Pimentel	0.40	\$600.00	True	No	-	\$240.00
9/15/2020		Wage statements 2019 reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
9/15/2020		Ceeja Barr Pay Break Down reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
9/15/2020		22 internal messages sent/reviewed	Gabriel J. Pimentel	0.30	\$600.00	True	No	-	\$180.00
9/15/2020		PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.30	\$600.00	True	No	-	\$180.00
9/15/2020		Letter to Opposing Counsel, Nicole Golob, re Personnel Records Request - 09-15-2020 edited	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
9/15/2020		Time Sheets reviewed	Gabriel J. Pimentel	0.20	\$600.00	True	No	-	\$120.00
9/14/2020		1 email sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/14/2020		PAGA Notice to LWDA reviewed	Rochelle R. De Golier	0.80	\$475.00	True	No	-	\$380.00
9/14/2020		Wage statements 2020 reviewed	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50
9/14/2020		Time Sheets reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
9/14/2020		Memo reviewed - Intake	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/14/2020		3 internal messages sent/reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
9/14/2020		Complaint Class Action Wage & Hour created, then edited	Rochelle R. De Golier	2.30	\$475.00	True	No	-	\$1,092.50
9/14/2020		Memo reviewed - Legal Research	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/14/2020		Employee Directory (630 employees) reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/14/2020		Memo reviewed - Legal Research	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00

9/14/2020		5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
9/14/2020		1 email sent/reviewed regarding Phone call with Opposing Counsel Tomorrow-->FW: Ceeja Barr v. Triangle Motors, Inc.	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
9/14/2020		PAGA Notice - Triangle, Browning reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
9/11/2020		3 emails sent/reviewed	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
9/11/2020		Complaint Class Action Wage & Hour created	Rochelle R. De Golier	0.20	\$475.00	True	No	-	\$95.00
9/9/2020		1 email sent/reviewed	Rochelle R. De Golier	0.30	\$475.00	True	No	-	\$142.50
9/8/2020		1 email sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/6/2020		1 email sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/3/2020		1 email sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
9/2/2020		2 emails sent/reviewed	Rochelle R. De Golier	0.50	\$475.00	True	No	-	\$237.50
9/2/2020		2 emails sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc.	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
8/24/2020		2 internal messages sent/reviewed	Rochelle R. De Golier	0.10	\$475.00	True	No	-	\$47.50
8/13/2020		Matter admin	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
8/12/2020		PAGA Notice - Triangle, Browning reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
8/6/2020		Matter review	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
8/3/2020		1 email sent/reviewed regarding Double pay addition	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
8/1/2020		1 email sent/reviewed regarding Double pay addition	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
8/1/2020		PayDiscrepancy reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
7/29/2020		1 email sent/reviewed regarding Double pay addition	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
7/29/2020		PAGA Notice - Triangle, Browning reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
7/28/2020		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
7/20/2020		Aggregate damages in class actions created	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
7/6/2020		Letter enclosing \$75 to LWDA edited and reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00

7/6/2020		1 email sent/reviewed regarding Thank you for submission of your PAGA Case.	Bruce T. Murray	0.30	\$400.00	True	No	-	\$120.00
7/6/2020		Letter enclosing \$75 to LWDA edited	Bruce T. Murray	0.20	\$400.00	True	No	-	\$80.00
7/3/2020		12 internal messages sent/reviewed	Bruce T. Murray	0.20	\$400.00	True	No	-	\$80.00
7/3/2020		PAGA Notice - Triangle, Browning edited and reviewed	Bruce T. Murray	0.60	\$400.00	True	No	-	\$240.00
7/3/2020		PayDiscrepancy reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
7/3/2020		Matter review	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
7/3/2020		PAGA Notice - Triangle, Browning edited and reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
7/3/2020		1 email sent/reviewed regarding Double pay addition	Bruce T. Murray	0.20	\$400.00	True	No	-	\$80.00
7/3/2020		PAGA Notice to LWDA edited and reviewed	Bruce T. Murray	0.20	\$400.00	True	No	-	\$80.00
7/3/2020		SOI Triangle Motors, Inc. reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
7/3/2020		PAGA Notice to LWDA edited and reviewed	Bruce T. Murray	0.40	\$400.00	True	No	-	\$160.00
7/3/2020		Wage & Hour Client Intake Form reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
7/3/2020		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
7/2/2020		8 internal messages sent/reviewed	Bruce T. Murray	0.20	\$400.00	True	No	-	\$80.00
7/2/2020		PayDiscrepancy edited and reviewed	Bruce T. Murray	0.80	\$400.00	True	No	-	\$320.00
7/2/2020		PAGA Notice - Triangle, Browning edited	Bruce T. Murray	2.20	\$400.00	True	No	-	\$880.00
7/2/2020		Wage & Hour Client Intake Form reviewed	Bruce T. Murray	0.20	\$400.00	True	No	-	\$80.00
7/2/2020		PAGA Notice - Triangle, Browning edited	Gabriel J. Pimentel	0.30	\$600.00	True	No	-	\$180.00
7/2/2020		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
7/1/2020		PAGA Notice - Triangle, Browning edited and reviewed	Bruce T. Murray	1.70	\$400.00	True	No	-	\$680.00
7/1/2020		6 emails sent/reviewed regarding Calculations	Bruce T. Murray	0.70	\$400.00	True	No	-	\$280.00
7/1/2020		PayDiscrepancy edited and reviewed	Bruce T. Murray	1.40	\$400.00	True	No	-	\$560.00
7/1/2020		1 email sent/reviewed regarding Checking In	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00

7/1/2020		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc. and Matthew Browning	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
7/1/2020		Wage & Hour Client Intake Form edited and reviewed	Bruce T. Murray	0.80	\$400.00	True	No	-	\$320.00
7/1/2020		6 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
7/1/2020		Memo reviewed - Intake	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
7/1/2020		PAGA Notice - Triangle, Browning edited	Gabriel J. Pimentel	0.20	\$600.00	True	No	-	\$120.00
7/1/2020		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
7/1/2020		Memo reviewed - Legal Research	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
6/30/2020		PAGA Notice - Triangle, Browning (working draft) reviewed	Bruce T. Murray	0.20	\$400.00	True	No	-	\$80.00
6/30/2020		Ceeja Barr Pay Break Down reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
6/30/2020		Matter review	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
6/30/2020		Wage statements 2019 reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
6/30/2020		SOI Triangle Motors, Inc. reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
6/30/2020		Wage statements 2020 reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
6/30/2020		Memo created, then edited and reviewed - Intake	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
6/30/2020		Wage & Hour Client Intake Form edited and reviewed	Bruce T. Murray	1.20	\$400.00	True	No	-	\$480.00
6/30/2020		8 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
6/30/2020		Ceeja Barr Bonus Vouchers reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
6/30/2020		Time Sheets reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
6/30/2020		SOI Triangle Motors, Inc. reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
6/30/2020		Memo created, then edited - Intake 2	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
6/6/2020		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc. and Matthew Browning	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
6/5/2020		1 email sent/reviewed regarding Checking In	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
6/1/2020		Articles of Incorporation Triangle Motors, Inc. reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00

6/1/2020		Wage & Hour Client Intake Form edited	Bruce T. Murray	1.10	\$400.00	True	No	-	\$440.00
6/1/2020		Matter review	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
6/1/2020		SOI Triangle Motors, Inc. reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
5/29/2020		2 emails sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc. and Matthew Browning	Bruce T. Murray	0.20	\$400.00	True	No	-	\$80.00
5/25/2020		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc. and Matthew Browning	Bruce T. Murray	0.30	\$400.00	True	No	-	\$120.00
5/13/2020		2 internal messages sent/reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
5/13/2020		1 message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/13/2020		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/9/2020		1 internal message sent/reviewed	Bruce T. Murray	0.10	\$400.00	True	No	-	\$40.00
5/9/2020		Time Sheets reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/9/2020		5 messages sent/reviewed	Gabriel J. Pimentel	0.40	\$600.00	True	No	-	\$240.00
5/9/2020		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/9/2020		Employee Directory (630 employees) reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/9/2020		1 email sent/reviewed regarding Retainer Agreement Employment between Gabriel Pimentel, Ceeja Barr and Gabriel Pimentel is Signed and Filed!	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/9/2020		Ceeja Barr Driver's License edited and reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/9/2020		3 emails sent/reviewed regarding Unpaid Minimum Wage Case	Gabriel J. Pimentel	0.50	\$600.00	True	No	-	\$300.00
5/9/2020		Matter review	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/9/2020		2 emails sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc. and Matthew Browning	Gabriel J. Pimentel	0.30	\$600.00	True	No	-	\$180.00
5/9/2020		1 email sent/reviewed regarding Retainer Agreement Employment has been sent out for signature to ceeja.barr@gmail.com	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/9/2020		Wage & Hour Client Intake Form edited	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00

5/9/2020		1 email sent/reviewed regarding Your signature is required on Retainer Agreement Employment	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/8/2020		Ceeja Lynne Barr - Wage and Hour Claim - Triangle Motors, Inc. Browning	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/8/2020		Wage & Hour Client Intake Form created	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/8/2020		Ceeja Barr Bonus Vouchers created	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/8/2020		1 email sent/reviewed regarding Ceeja Barr v. Triangle Motors, Inc. and Matthew Browning	Gabriel J. Pimentel	0.20	\$600.00	True	No	-	\$120.00
5/8/2020		Retainer Agreement Employment created	Gabriel J. Pimentel	0.20	\$600.00	True	No	-	\$120.00
5/8/2020		1 email sent/reviewed regarding Retainer Agreement Employment has been sent out for signature to ceeja.barr@gmail.com	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/8/2020		Retainer Agreement Employment reviewed	Gabriel J. Pimentel	0.10	\$600.00	True	No	-	\$60.00
5/8/2020		2 emails sent/reviewed regarding Unpaid Minimum Wage Case	Gabriel J. Pimentel	0.20	\$600.00	True	No	-	\$120.00
Total - Write offs				0.00	\$0.00				
Total - Unbillable				0.00	\$0.00				
Total - Billable				0.00	\$129,807.50				
Total				277.30	\$129,807.50				

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
6/4/2021	INVST	Investigation services fees- USA Express recorded interviews of witnesses	Yesenia L. Rodriguez	1	\$1436.00	True	No	-	\$1,436.00
5/18/2021	ADR	Mediation fees_ JAMS Mediation Fee	Yesenia L. Rodriguez	1	\$7167.03	True	No	-	\$7,167.03
5/5/2021	ADR	Mediation fees-JAMS case initiation fee	Gabriel J. Pimentel	1	\$450.00	True	No	-	\$450.00
3/8/2021	MAIL	Postage expenses-Mailed written discovery to defense	Luci P. Barron	1	\$1.60	True	No	-	\$1.60
2/12/2021	MSGR	Legal courier fees-Signal Attorney Service service of Summons and Complaint	Gabriel J. Pimentel	1	\$48.60	True	No	-	\$48.60

2/12/2021	SERVE	Process server fees - Signal Atty Service Inc re POS	Luci P. Barron	1	\$96.00	True	No	-	\$96.00
1/31/2021	FILNG	Court filing fees - Complaint Package	Luci P. Barron	1	\$450.00	True	No	-	\$450.00
10/20/2020	MAIL	Postage expenses - Certified Mail of 2nd PAGA Notice to Matthew Browning, Kent C. Browning, Scott Dickinson, Shakeel Ameen and Triangle Motors, Inc., dba Browning Dodge Chrysler Jeep Ram	Rochelle R. De Golier	1	\$41.60	True	No	-	\$41.60
10/19/2020	EFILE	Fees for electronic submission of 2nd PAGA Notice with LWDA	Rochelle R. De Golier	1	\$75.00	True	No	-	\$75.00
7/6/2020	MAIL	Postage expenses - mailing of payment of LWDA	Bruce T. Murray	1	\$0.50	True	No	-	\$0.50
7/3/2020	MAIL	Postage expenses for PAGA notice of Browning/ Triangle	Bruce T. Murray	1	\$7.10	True	No	-	\$7.10
7/3/2020	FILNG	LWDA filing fee for 1st PAGA notice	Rochelle R. De Golier	1	\$75.00	True	No	-	\$75.00
Total - Write offs									\$0.00
Total - Unbillable									\$0.00
Total - Billable									\$9,848.43
Total									\$9,848.43

EXHIBIT 6



PHOENIX SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

CASE ASSUMPTIONS

Class Members	123
Total Claims Processed	123
Subtotal Admin Only	\$2,000.00
WILL NOT EXCEED	\$2,000.00
Price good for scope of estimate	

June 14, 2021

Case: Ceeja Barr v. Triangle Motors, Inc., et al., PAGA Settlement

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Yesenia L. Rodriguez, Esq.
Firm: Pimentel Law, P.C.
Contact Number: (626) 765-9800
Email: ylr@pimentellaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 123 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup/ NCOA (USPS)				
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate	
Programming Manager	\$100.00	1		\$100.00
Programming Database & Setup	\$100.00	1		\$100.00
Toll Free Setup*	\$25.22	1		\$25.22
Call Center & Long Distance	\$2.50	12		\$30.75
NCOA (USPS)	\$25.00	1		\$25.00
		Total		\$280.97

Data Merger & Scrub				
Project Action	Rate	Hours/Units	Line Item Estimate	
Notice Packet/Check Formatting	\$100.00	1		\$100.00
Data Merge & Duplication Scrub	\$0.25	123		\$30.75
		Total		\$130.75

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

Mailing and Case Management				
Project Action:	Rate	Hours/Units	Line Item Estimate	
Case Associate	\$100.00	2		\$200.00
QSF Bank Account Fees	\$25.00	3		\$75.00
Programming Calculations	\$100.00	1		\$100.00
Disbursement Review	\$100.00	1		\$100.00
Notice Checks and 1099's	\$2.00	123		\$246.00
Estimated Postage (up to 2 oz.)*	\$0.55	123		\$67.65
Skip Tracing Undeliverables	\$1.00	25		\$24.60
Remail Notice and Checks Packets	\$2.00	25		\$49.20
Estimated Postage	\$0.55	25		\$13.53
Programming Undeliverables	\$100.00	1		\$100.00
Reconcile Uncashed Checks	\$75.00	1		\$75.00
State Controller Notice of Uncashed Check and Postage	\$1.00	12		\$12.30
State Controller Uncashed Check QSF	\$50.00	3		\$150.00
Annual Tax Reporting *				
Individual IRS and StateTax Filing	\$375.00	1		\$375.00
		Total		\$1,588.28

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$2,000.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are at \$10.00 per claim.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.



Class Action Settlement Administration

3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	13454	Prepared By:	Kimberly Sutherland
Estimate Date:	6/15/2021	Direct Dial #	321-223-5067
		Email:	ksutherland@simpluris.com

Attorney/Client:	<u>Attorney</u> Yesenia Rodriguez	Attorney/Client:	<u>Defense Attorney</u>
Firm:	Pimentel Law	Firm:	
Email:	<ylr@pimentellaw.com>	Email:	

Case Name: Ceeja Barr v. Triangle Motors: PAGA: Distribution

Not to Exceed Fee: \$1,999

Terms:

1) Estimated Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	123	Undeliverable Rate:	10%
Response Rate:	0%	Call Rate:	
Mailing Document Language:	English	Redistribution:	None
Reminder Post Card	No	States	One
Unclaimed Funds	State		

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$75.00	1	\$75.00
Database Manager - Initial Data Analysis	\$140.00	1	\$140.00
Total			\$215.00

Distribution

Setup a Disbursement Account

Print & Mail Checks to Class Members- 1099's-- File Reports with Appropriate Federal & State Taxing Authorities

Account Management & Reconciliation.

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$75.00	0	\$0.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Mailing Supervisor	\$50.00	2	\$100.00
NCOA	\$25.00	1	\$25.00
Print & Mail-Check, 1099-W-2/ 1- Page notice included	\$2.00	123	\$246.00
Postage	\$0.55	123	\$67.65
Process Returned Checks	\$0.50	25	\$12.30
Skip Trace Search Undeliverable Checks	\$5.00	25	\$123.00
Remail Checks	\$5.00	25	\$123.00
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$250.00	1	\$250.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee, 2021	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$5.00	1	\$5.00
Reissuing W2s/1099s	\$5.00	1	\$5.00
Escheat management-State	\$75.00	0	\$0.00
Disbursement Manager	\$125.00	1	\$125.00
Total			\$2,821.95



Class Action Settlement Administration

3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Case Wrap Up

Send Final Reports to Counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	0	\$0.00
Clerical-Clean Up Any Misc	\$50.00	0	\$0.00
Project Manager-Wrap-up Final Issues	\$125.00	0	\$0.00
Total			\$0.00

Postage \$67.65

Total Case Costs \$3,036.95

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

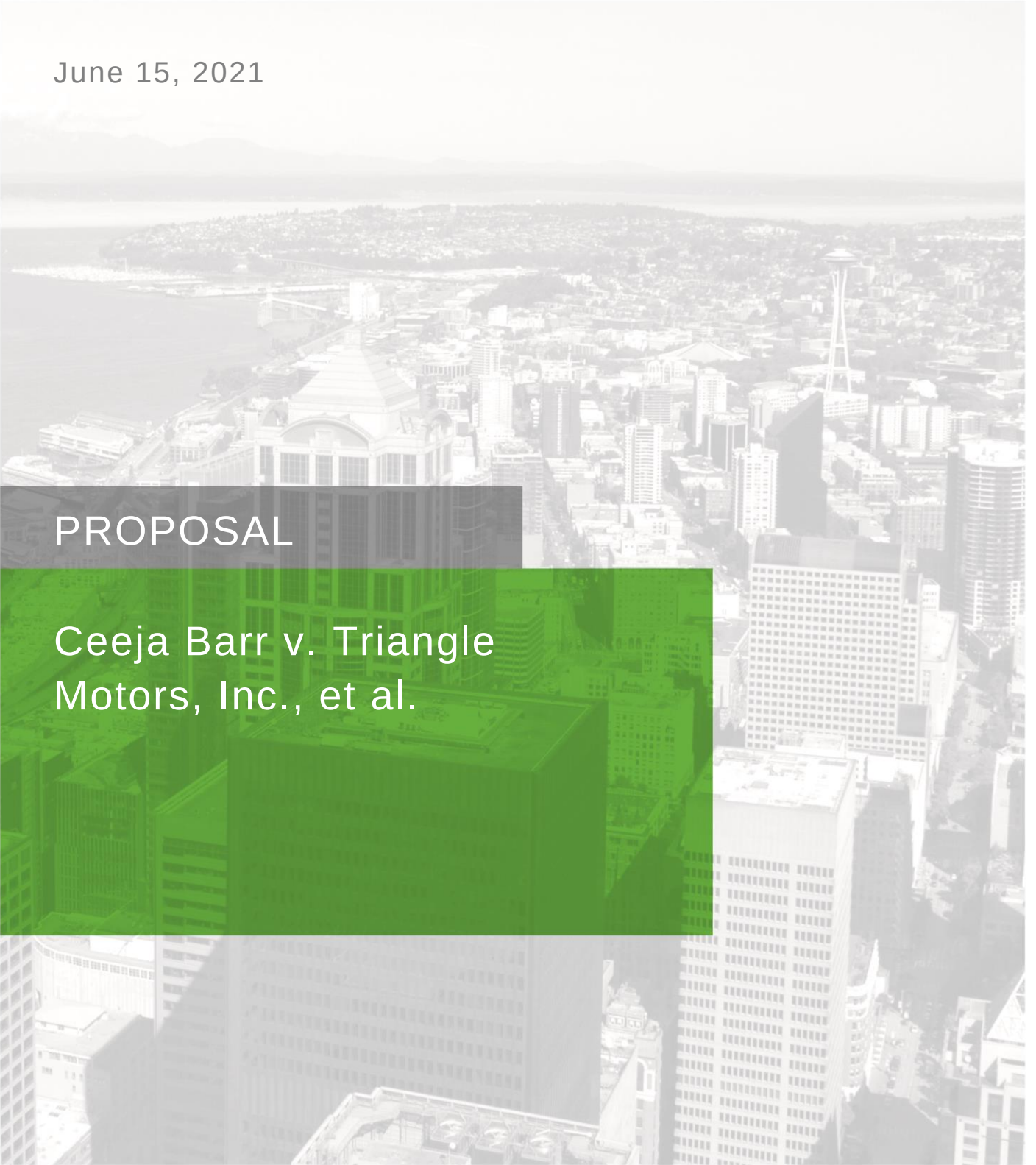
Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning



June 15, 2021

PROPOSAL

Ceeja Barr v. Triangle
Motors, Inc., et al.



Yesenia L. Rodriguez, Esq. | Pimentel Law, P.C. | ylr@pimentellaw.com
Ceeja Barr v. Triangle Motors, Inc., et al.

Assumptions and Notes:

1. Assumes 123 aggrieved employee class members
2. Establish and manage Qualified Settlement Fund
3. Mail check with cover letter and 1099 form to 123 class members
4. Receive and process undeliverable mail (assumes 10% of which 5% is forwarded)
5. Perform skip-tracing on undeliverable mail without forwarding address and remail (assumes 80% success rate)

					Cost Estimate	
Distribute Benefits (with 1099s)						
Calculate, review, and implement individual benefits						
1099 Reporting				\$	500	
Establish QSF/Tax ID; account setup and management; reconciliation ¹				\$	950	
Printing and mailing costs						
Estimated Items Mailed					123	
Printing/Materials/Mailing Services				\$	0.40	
				\$	49	
Research undeliverables (skip-trace); remail; reissue checks				\$	250	
					\$	1,749
Project Management						
Interaction with counsel, design, implement and manage check mailing, status reports, supervision of project team, systems support and database management, resolution of issues, drafting affidavits						
Estimated Months:					2	
Assumes 11 hours at estimated average hourly rate of \$135				\$	1,485	
					Sub-Total Fees	\$ 3,234
Expenses						
Estimated expenses including but not limited to postage, shared P.O. Box (\$25/month), hard-copy box storage (\$1.50/box per month), copying (\$0.20/page), data security and storage, bank fees, NCOA, etc.						
Postage is estimated and JND will obtain best possible presort discounted rate.				\$	315	
					Sub-Total Expenses	\$ 315
					Total Fees & Expenses	\$ 3,549

¹ Monthly bank fees are \$200 for a standard distribution account and \$350 for a distribution account with investment sweep account.

All services to be provided by JND Legal Administration ("JND") are subject to the following terms and conditions:

1. **SERVICES:** JND agrees to perform all services necessary to complete the tasks outlined in the applicable proposal or other documents or per its understanding about the Client assignment. Such Services do not in any way constitute legal services or advice.
2. **PAYMENT:** The Client agrees to pay JND for the Services as outlined in the Proposal or other agreement between the parties. Client agrees and understands that fees charged by JND may include mark-ups, commissions, or other arrangements constituting potential profits to JND. Client further agrees that the prices to be charged by JND were negotiated at arm's length and that total fees are estimates and that the actual amount charged may be greater or lesser than the estimated amounts. JND reserves the right to increase its hourly rates annually.
3. **EXPENSES:** JND shall also bill for all expenses reasonably incurred in connection with the Services. These expenses include but are not limited to postage, FedEx, P.O. Box rental (\$150/month), travel, copies (\$0.20 per copy), box storage (\$1.50/box per month), brokerage fees, accounting fees, electronic storage (\$0.006 per image/record), and other items associated with the Services. JND may receive rebates or credits from vendors in connection with volume of work performed for all of its Clients. JND may also receive financial benefits from banks or other institutions based on settlement funds on deposit. These credits/rebates/awards are solely the property of JND.
4. **BILLING:** JND shall invoice clients every 30 days and expect payment within thirty (30) days of receipt of invoices. Payment for postage and printing is due in advance of mailing. Invoices not paid within thirty (30) days will be subject to a 1.5% monthly finance charge.
5. **INDEPENDENT CONTRACTOR:** JND is performing its Services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
6. **CONFIDENTIALITY:** JND and the Client will each treat as confidential any documents shared by one party with the other. JND does not convey to the Client any right in the programs, systems, or methodologies used or provided by JND in the performance of this assignment.
7. **DATA PRIVACY:** JND is committed to taking all reasonable steps to ensure the security of all client and claimant data entrusted to our care. We seek to protect confidential data in all of our engagements, including this one, regardless of the size of the matter or the amount of data at issue. Please see JND's complete Privacy Policy at www.jndla.com/privacy-policy regarding data collection and use.
8. **LIMITATION OF DAMAGES:** JND is not responsible to the Client for any special, consequential or incidental damages incurred by Client and any liability of JND to the Client shall not exceed the total amount billed to the Client for the particular Services that give rise to any loss.
9. **FORCE MAJEURE:** If any event out of the reasonable control of JND prevents JND's performance, such performance shall be excused.
10. **NOTICE:** Any notice required in connection with the Services shall be in writing and sent by registered mail or overnight courier. Such notice is deemed given if mailed five days after the date of deposit in the U.S. mail, or if sent by overnight courier, one business day after delivery to such courier.
11. **GOVERNING LAW:** This contract will be governed by and construed by the laws of the State of Washington.
12. **ASSIGNMENT:** This Agreement and the rights and obligations of JND and the Client shall inure to the benefit of their successors and assigns, if any.
13. **TERMINATION:** This Agreement may be terminated by the Client upon at least 30 days prior written notice to JND. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout the 30 day period. JND may terminate this Agreement (i) with 10 days prior written notice if the Client is not current in payment of charges or (ii) in any event, upon at least three months prior written notice to the Client. If Client terminates this Agreement, JND shall have no obligation to release any information or documentation related to the applicable matter until JND has been paid in full.

DECLARATION OF JODEY LAWRENCE

I, Jodey Lawrence, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Phoenix Settlement Administrators (“PSA”), as President of Business Development.

D(8)(b)(i)

3. I personally have over twelve years of experience in claims management and administration of class and collective action matters.

4. PSA has extensive experience administering class action matters. PSA has administered complex wage and hour, labor and employment, consumer/ product liability, TCPA, FLSA, FACTA, ERISA and PAGA class action matters, through final approval and distribution. PSA has developed a system of quality assurance measures, to ensure the highest quality service is provided in our cases and to class members.

5. PSA's Claims Management Group has extensive experiences in all aspects of Notification and Identification of Class Members, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, Accounting and Reconciliation.

6. PSA has extensive experience in and are experts at all aspects of complex class action matters including; (i) preparing, printing, mailing and tracking privacy notices; (ii) operation of a 24/7/365 multi-lingual call center; (iii) establishing settlement websites; (iv) claims management; (v) USPS processes and systems, third party tracing, including the use of reverse telephone directory services; (v) database management, programming and security protocols; (vii) calculating and issuing settlement payments; (viii) tax management, filings, and account reconciliation; and (ix) final approval.

7. PSA has been appointed as a Claims Administrator in both State and Federal Courts.

8. PSA only employs a certified and/or qualified translator to translate Court approved notice mailings and for postings on PSA's website.

9. A true and correct copy of PSA's Curriculum Vitae is attached hereto as Exhibit A.

D(8)(b)(ii)

10. This Administration project has a fixed fee of \$2,000.00.

D(8)(b)(iii)

11. To complete the Settlement Administration for *Ceeja Lynne Barr v. Triangle Motor, Inc.*, the Settlement Administration will include Hard Cost and Hourly Costs detail below:

- Hard Cost: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing, Re-Mail and Translation costs.
- Hourly Cost: The hourly rates include Programming Database & Setup, Project Management, Notice Packet Formatting, Programming Undeliverable, Programming Claims Database, Programming Calculations, Disbursement Review, Printing of Notice & Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing and Case Management/Maintenance.

D(8)(b)(iv)

12. A detailed breakdown of PSA's cost is attached hereto as Exhibit B.

13. PSA has never had any financial interests in nor affiliation with the parties or counsel in the *Ceeja Lynne Barr v. Triangle Motor, Inc.*, matter.

14. All settlement funds deposited by Defendant will be held in a Qualified Settlement Fund until disbursement.

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

Dated: September 16, 2021

By: Jodey Lawrence
Jodey Lawrence

EXHIBIT A



CLASS ACTION SETTLEMENT SOLUTIONS

1411 N. Batavia, Suite 105 Orange, CA 92867

800-523-5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix Settlement Administrators. PSA Overview

Phoenix Settlement Administrators, PSA, is an emerging, National, Class Action Notification and Claims Administration firm, located in San Diego and Newport Beach California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 28 years of expert experience, PSA's Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners, possess all the qualities that our Clients expect throughout the Noticing and Administration process, to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing, Consumer and Product Liability, TCPA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 100 Attorney & Law Firm Clients, which have entrusted us with the management of their claim's administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With 10's of Millions of dollars in award distributions currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality as a mantra. Because of this approach, both Defense and Plaintiff Clients, experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.



PHOENIX
SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Drinker Biddle
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Kring & Chung
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Perkins Coie
Ross Wersching & Wolcott
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Park & Zheng
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Law Offices of Jonathan Ricasa
Dente Law Firm
Mahoney Law Group
Law Office of Thomas Rutledge
Law Office of Briana Kim
Dychter Law Firm
Garay Law Firm
Olsen Law Offices
Gould & Associates
Cohelan, Khoury & Singer
Ridout, Lyon & Ottoson
Carter Law Firm
Law Office of Justian Jusuf
The Phelps Law Group
The Emilio Law Group
Zeldes, Haeggquist & Eck
Markham Law Firm
Arias Ozzello & Gignac
David Yeremian & Associates
Aegis Law Firm
Rukin Hyland Doria & Tindall
Malk Law Firm
Spiro Law Corp
Levine Law Group, APC

Phoenix Settlement Administrators 411 N. Batavia, Suite 105 Orange, CA 92867

Phone: 800-784-2174 Fax: 619.338.0308

www.psaaction.com

EXHIBIT B



PHOENIX SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

CASE ASSUMPTIONS

Class Members	123
Total Claims Processed	123
Subtotal Admin Only	\$2,000.00
WILL NOT EXCEED	\$2,000.00
Price good for scope of estimate	

June 14, 2021

Case: Ceeja Barr v. Triangle Motors, Inc., et al., PAGA Settlement

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Yesenia L. Rodriguez, Esq.
Firm: Pimentel Law, P.C.
Contact Number: (626) 765-9800
Email: ylr@pimentellaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly. Estimate is based on 123 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup/ NCOA (USPS)				
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate	
Programming Manager	\$100.00	1		\$100.00
Programming Database & Setup	\$100.00	1		\$100.00
Toll Free Setup*	\$25.22	1		\$25.22
Call Center & Long Distance	\$2.50	12		\$30.75
NCOA (USPS)	\$25.00	1		\$25.00
		Total		\$280.97

Data Merger & Scrub				
Project Action	Rate	Hours/Units	Line Item Estimate	
Notice Packet/Check Formatting	\$100.00	1		\$100.00
Data Merge & Duplication Scrub	\$0.25	123		\$30.75
		Total		\$130.75

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

Mailing and Case Management				
Project Action:	Rate	Hours/Units	Line Item Estimate	
Case Associate	\$100.00	2		\$200.00
QSF Bank Account Fees	\$25.00	3		\$75.00
Programming Calculations	\$100.00	1		\$100.00
Disbursement Review	\$100.00	1		\$100.00
Notice Checks and 1099's	\$2.00	123		\$246.00
Estimated Postage (up to 2 oz.)*	\$0.55	123		\$67.65
Skip Tracing Undeliverables	\$1.00	25		\$24.60
Remail Notice and Checks Packets	\$2.00	25		\$49.20
Estimated Postage	\$0.55	25		\$13.53
Programming Undeliverables	\$100.00	1		\$100.00
Reconcile Uncashed Checks	\$75.00	1		\$75.00
State Controller Notice of Uncashed Check and Postage	\$1.00	12		\$12.30
State Controller Uncashed Check QSF	\$50.00	3		\$150.00
Annual Tax Reporting *				
Individual IRS and StateTax Filing	\$375.00	1		\$375.00
		Total		\$1,588.28

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$2,000.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are at \$10.00 per claim.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 30 N. Raymond Avenue, Suite 211, Pasadena, CA 91103.

On September 23, 2021, I served the foregoing document described as **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS & AUTHORITIES; DECLARATION OF GABRIEL J. PIMENTEL; ; DECLARATION OF CEEJA LYNNE BARR; DECLARATION OF SETTLEMENT ADMINISTRATOR JODEY LAWRENCE** on the interested parties in this action as follows:

- ☐ By placing true copies enclosed in a sealed envelope addressed to each addressee as follows:
- ☒ Electronically from my email address, YLR@PimentelLaw.com on the persons identified below at the following electronic service address: ngolob@fisherphillips.com; jmoon@fisherphillips.com

Nicole Golob, Esq.
Joel Moon, Esq.
Fisher & Phillips LLP
21600 Oxnard St., Suite 650
Woodland Hills, CA 91367

*Counsel for Defendants Triangle Motors,
Inc., Matthew Browning, Kent C. Browning,
Scott Dickinson and Shakeel Ameen*

☐ BY MAIL:

- ☐ I deposited each envelope in the mail at Pasadena, California, with postage thereon fully prepaid.
- ☐ I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses above. I placed the envelope or package for collection and overnight delivery at an office or regularly utilized drop box of the overnight delivery carrier.
- ☒ **STATE** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Yesenia L. Rodriguez

Executed on September 23, 2021 at Pasadena, California.

Make a Reservation

BARR vs TRIANGLE MOTORS, INC

Case Number: CVRI2100242 Case Type: Civil Category: Unlimited Civil Other Employment
Date Filed: 2021-01-25 Location: Historic Court House - Department 6

Reservation

Case Name: BARR vs TRIANGLE MOTORS, INC	Case Number: CVRI2100242
Type: Motion for Approval of PAGA Settlement	Status: RESERVED
Filing Party: CEEJA LYNNE BARR (Plaintiff)	Location: Historic Court House - Department 6
Date/Time: 10/28/2021 8:30 AM	Number of Motions: 1
Reservation ID: 236307830808	Confirmation Code: CR-FEX7QJSJAQDKSZNHR

Fees

Description	Fee	Qty	Amount
Motion for Approval of PAGA Settlement	0.00	1	0.00
TOTAL			\$0.00

Payment

Amount: \$0.00	Type: NOFEE
Account Number: n/a	Authorization: n/a

 [Print Receipt](#)

[+ Reserve Another Hearing](#)

 [View My Reservations](#)