

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar #290572)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapyade@jcl-lawfirm.com

egarcia@jcl-lawfirm.com

Attorneys for Plaintiff MOHAMMAD ALAVICHEH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

MOHAMMAD ALAVICHEH; an individual,
on behalf of himself and on behalf of other
Aggrieved Employees and the State of
California,

Plaintiff,

v.

SUBURBAN BUICK GMC CADILLAC,
LLC., a Michigan Limited Liability Company;
and DOES 1-50, Inclusive,

Defendant.

Case No: 30-2021-01181315-CU-OE-CXC

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Hearing Date: September 2, 2022

Hearing Time: 1:30 p.m.

Dept.: CX101

Judge: Glenda Sanders

Action Filed: January 27, 2021

I, JEAN-CLAUDE LAPUYADE, declare as follows:

1. I am the managing partner of the law firm of JCL Law Firm, APC, co-lead counsel of record for Plaintiff Mohammad Alavicheh ("Plaintiff") in this matter. As such, I am fully familiar with the facts, pleadings and history of the matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is being submitted in support of the motion by Plaintiff for an order: approving the settlement in this Private Attorneys General Act ("PAGA") action with Defendant Suburban Buick GMC Cadillac, LLC ("Defendant").

3. A true and correct copy of the fully executed Stipulation of Settlement of PAGA Claims and Release of Claims ("Agreement") is attached as Exhibit #1.

1 4. A true and accurate copy of Plaintiff's November 18, 2022 PAGA Notice is attached
2 hereto as Exhibit #2.

3 5. A true and correct copy of the August 8, 2022, proof of filing of the Motion for
4 PAGA Settlement Approval and Settlement Agreement, is attached hereto as Exhibit #3.

5 **I. PERTINENT FACTUAL AND PROCEDURAL BACKGROUND**

6 6. An objective evaluation of the proposed settlement confirms that the relief
7 negotiated on behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable.
8 The Settlement is a product of informed, adversarial, and non-collusive and mediated negotiations
9 between experienced counsel. As discussed below, the proposed Settlement satisfies all criteria for
10 PAGA settlement approval. Accordingly, Plaintiff and Plaintiff's Counsel respectfully request this
11 Court grant approval of the Agreement.

12 7. Plaintiff was employed by Defendant as a non-exempt employee in California during
13 the PAGA Period.

14 8. On November 18, 2020, Plaintiff served Defendant and the LWDA with a Notice of
15 Violations ("PAGA Notice") and draft complaint memorializing claims against Defendant for
16 alleged violations of the California Labor Code, including claims for failure to pay minimum wages
17 in violation of Labor Code sections 1194, 1197, and 1197.1; failure to provide required meal periods
18 in violation of Labor Code sections 226.7 and 512; failure to provide required rest periods in
19 violation of Labor Code sections 226.7 and 512; failure to provide accurate itemized wage
20 statements in violation of Labor Code section 226(a); failure to reimburse for required business
21 expenses in violation of Labor Code section 2802; failure to provide wages when due in violation
22 of Labor Code sections 201, 202, 203 and 204; and violation of the California Labor Code Private
23 Attorneys General Act of 2004 (LWDA Case No. 800898-20).

24 9. On January 27, 2021, Plaintiff filed a complaint against Defendant in the Superior
25 Court of Orange County, Case No. 30-2021-01181315-CU-OE-CXC, alleging a single cause of
26 action for violations of PAGA based on the above Labor Code violations. Thus, the sole claim
27 before this Court is a putative representative claim under PAGA on behalf of Plaintiff, the
28 Aggrieved Employees, and the State of California for civil penalties pursuant to the PAGA.

1 10. Plaintiff and Defendant agreed to mediate the action with Hon. Judge William Pate
2 (Ret.) ("Judge Pate"), a respected jurist and experienced wage and hour PAGA action mediator.
3 Prior to the mediation, the Parties exchanged informal discovery to evaluate Defendant's potential
4 exposure. As part of this informal exchange, Defendant produced its relevant wage and hour
5 policies, detailed statistical data regarding shifts and pay periods worked by the Aggrieved
6 Employees, and a large sample of the Aggrieved Employees' time and payroll records.

7 11. Thereafter, on January 14, 2022, the Parties participated in a full-day mediation with
8 Judge Pate. After extensive, arms-length negotiations and bargaining, the Parties reached an
9 agreement to settle the action, which ultimately led to the signing of the Settlement Agreement
10 memorializing the Settlement. The Settlement was negotiated considering all known facts and
11 circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not
12 being able to establish liability, the asserted defenses, the difficulty establishing manageability, and
13 the significant delay and potential appellate issues inherent to litigation.

14 12. The parties agreed to settle this PAGA claim in its entirety after significant informal
15 discovery, and an arm's length mediation. The Settlement is intended to fully and finally resolve
16 the PAGA Released Claims asserted by Plaintiff on behalf of the Aggrieved Employees and State
17 of California. This is only a Settlement of the PAGA claims for civil penalties and is not a class
18 settlement and does not release the individual claims, if any, of the Aggrieved Employees. This
19 Settlement does not release any claim that is not a PAGA claim.² Nor does this Settlement waive
20 Defendant's right to assert *res judicata* or other available defense to any asserted claim or lawsuit.

21 **II. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT**

22 13. If this case were to proceed to trial, Plaintiff would need to prove that each Aggrieved
23 Employee suffered a violation for each period the employee worked in relation to alleged meal or
24 rest period violations, failure to pay minimum or overtime wages, failure to provide accurate
25 itemized wage statements, failure to pay wages when due, failure to reimburse business expenses,
26 and/or failure to maintain required records. Throughout the litigation, Defendant has maintained

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28 ² As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th at 196: "Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties."

that Plaintiff and the Aggrieved Employees were properly compensated, and that it did not violate the Labor Code. Thus, liability was far from certain in this case.

14. In advance of mediation, Plaintiff's Counsel, with the assistance of a forensic economist at the Berger Consulting Group ("BCG"), analyzed Defendant's time and payroll data to develop various damage models to estimate Defendant's liability exposure. To evaluate Defendant's *maximum* liability exposure, Plaintiff's Counsel constructed a model which assumed a 100% violation rate for each of Plaintiff's alleged PAGA claims notwithstanding the fact that the analyzed data did not support a 100% violation rate.

15. Based on that Maximum Exposure Model, Plaintiff's claims and corresponding PAGA penalties can be broken down as follows:

Labor Code Section	Number of employees	Statutory penalty	Number of pay periods / violations	Violation rate	Total Penalties
1194, 1197, and 1197.1 (unpaid wages)	93 aggrieved employees	\$100	2,704	100% of total pay periods	\$270,400
226.2, 226.7, & 512 (rest break violations)	93 aggrieved employees	\$50	2,704	100% of total pay periods	\$135,200
226.7 (unpaid meal break violations)	93 aggrieved employees	\$50	2,704	100% of total pay periods	\$135,200
510 (unpaid overtime)	93 aggrieved employees	\$100	2,704	100% of total pay periods	\$270,400
226 (wage statement violations)	93 aggrieved employees	\$100	2,704	100% of total pay periods	\$270,400

16. Thus, at the time of mediation, Plaintiff's Counsel estimated Defendant's maximum liability exposure at \$1,081,600.00.

17. Consequently, the Gross Settlement Amount of \$120,000 is approximately 11% of Defendant's *maximum* liability exposure – before any reduction.

18. Therefore, at trial, any PAGA penalties awarded in this case could be significantly less than Plaintiff's calculation, even had Plaintiff prevailed on the PAGA claim. Here, using *Carrington* as a guidepost, multiplying the number of applicable pay periods (2,704) by \$5 results in a potential liability of merely **\$13,520**. Therefore, even assuming Plaintiff would have prevailed on every claim at trial, the result obtained by Plaintiff in the Settlement vastly exceeds the amount Plaintiff might have recovered had the Court relied on *Carrington* in awarding the PAGA penalties.

19. In addition to estimating Defendant's maximum exposure, Plaintiff's Counsel also developed a more realistic damage model that accounted for the uncertainties of continued litigation ("Realistic Model"). The Realistic Model reflects the uncertainty regarding the novel nature of Plaintiff's primary claim, together with the uncertainty surrounding derivative liability for inaccurate wage statements and waiting time penalties resulting from meal and rest period violations.

20. Plaintiff's counsel based the Realistic Model on the facts discovered during their investigation of Plaintiff's claims, as well as information and defenses advanced by the Defendant leading up to the mediation. Based on that Realistic Model, Plaintiff's claims and corresponding PAGA penalties can be broken down as follows:

Labor Code Section	Number of employees	Statutory penalty	Number of pay periods / violations	Violation rate	Total Penalties
1194, 1197, and 1197.1 (unpaid wages)	93 aggrieved employees	\$100	1,352	50% of total pay periods	\$135,200
226.2, 226.7, 512 & 558 (rest break violations)	93 aggrieved employees	\$50	2,163	80% of total pay periods	\$108,150
226.7, 512 & 558 (unpaid meal break violations)	93 aggrieved employees	\$50	2,163	80% of total pay periods	\$108,150
510 (unpaid overtime)	93 aggrieved employees	\$100	1,352	50% of total pay periods	\$135,200

226 (wage statement violations)	93 aggrieved employees	\$100	2,569	95% of total pay periods	\$256,900
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Thus, at the time of mediation, Plaintiff's Counsel estimated Defendant's liability realistic exposure at \$743,600.00. Consequently, the Gross Settlement Amount of \$120,000 is nearly 16% of Defendant's realistic liability exposure – before any reduction.

21. A case in point, the Realistic Model eliminated Plaintiff's damages and penalties arising from derivative wage statement and waiting time claims based on the then recent decision in *Naranjo v. Spectrum Security Services, Inc.*, (2022) 13 Cal.5th 93. There, the California Court of Appeal, Second District, held that meal and rest period violations do not entitle employees to pursue the derivative waiting time and itemized wage statement penalties. Since then, The California Supreme Court concluded that meal premiums are "wages," thus entitled Plaintiff and Class Members to derivative waiting time and wage statement penalties for Defendant's meal and rest period violations. However, at the time the Parties reached an agreement to settle the Action, Plaintiff's damages and penalties arising from derivative wage statement and waiting time claims was far from certain.

22. The Realistic Model also reflected the legal uncertainty and novel nature of Plaintiff's primary claim, that paid rest periods must be separately compensated at the regular rate of pay rather than minimum wage. Defendant asserts that *Vaquero v. Stoneledge Furniture, LLC* (2017) 9 Cal.App.5th 98 does not require paid rest periods be separately compensated at the regular rate of pay and, further, that its policy of separately compensating paid rest periods at the applicable minimum wage complies with California labor laws. Plaintiff's Counsel, on the other hand, argues that by adopting the rationale for piece-rate employees, the *Vaquero* court implicitly, if not explicitly, accepted that like piece-rate employees, salespersons earning commission compensation, like the Aggrieved Employees, must be separately compensated for paid rest periods at their regular rate of pay. Given the uncertainty, Plaintiff Counsel's conservative model factored an adverse ruling on the issue and eliminated resulting claims for damages and penalties.

1 23. Additionally, the Realistic Model assumed an 80% violation rate, rather than a 100%
2 violation rate, for non-complaint meal periods³. This assumption resulted in a corresponding
3 reduction in off-the-clock work and minimum wage violations but still exceeded the violation rate
4 evidenced by the time records reviewed by Plaintiff's Counsel in advance of the mediation. Thus,
5 Realistic Model is fairly characterized as a middle ground model accounting for the strengths and
6 weaknesses of the asserted claims and defenses.

7 24. Accordingly, Defendant disputes and denies Plaintiff's allegations and claims
8 asserted in the operative complaint which are resolved by the Settlement Agreement. Defendant
9 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount
10 of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be
11 awarded because the violations were not intentional, and at least one court has so ruled. These
12 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties
13 sought may not be awarded.

14 25. Furthermore, the PAGA Settlement accounts for the uncertainty and risk at the time
15 the Parties reached an agreement to settle the Action considering the Supreme Court had just
16 granted certiorari in *Viking River Cruise v. Moriana* (2022) 596 U.S. _____, 2022 WL 213 5491.
17 Defendant argued at mediation that a favorable ruling in *Viking* could result in the Action being
18 dismissed and Plaintiff's individual claims being compelled to arbitration. While Plaintiff believes
19 that his claims are not subject to arbitration, and this defense, among others could be overcome,
20 Defendant maintains these defenses have merit and therefore present a serious risk to recovery of
21 penalties. Since then, The California Supreme Court concluded that a plaintiff's individual PAGA
22 claim can be compelled to arbitration, assuming there is an enforceable arbitration agreement
23 compelling plaintiff's PAGA claims to arbitration, and thus lose standing to pursue the non-
24 individual PAGA claims once the individual PAGA claim has been committed to arbitration.
25 However, at the time the Parties reached an agreement to settle the Action, Defendant's ability to
26 compel Plaintiff's individual PAGA claims to arbitration was far from certain.

27 ³ The time data produced by Defendant evidenced a violation rate of approximately 44%. Nevertheless, Plaintiff
28 assumed an 80% violation rate to account for instances where Aggrieved Employees punched out for meal periods
but continued working.

1 26. Given Defendant’s potential defenses to the violations at issue, the risks and costs of
2 continued litigation, Plaintiff and his attorneys believe that the Gross Settlement Amount is fair
3 and reasonable. Plaintiff’s Counsel have significant experience litigating wage and hour claims
4 including claims for PAGA penalties, and the Gross Settlement Amount here is similar to or greater
5 than similar settlements that courts have approved. The Gross Settlement Amount, along with the
6 other terms of the proposed settlement, were negotiated by experienced counsel at arm’s length
7 with the assistance of jurist and experienced mediator Hon. Judge William Pate (Ret.).

8 27. Further, on July 7, 2022 Plaintiff’s Counsel provided the LWDA with a copy of the
9 Settlement Agreement and of the instant motion for Approval of the PAGA Settlement. Assuming
10 the LWDA does not register an objection to this Settlement, the decision of the LWDA to accept
11 the Gross Settlement Amount and not oppose the motion should be given considerable weight.
12 This is not a situation where the Court needs to be concerned about the rights of absent employees
13 as in a class settlement, as this PAGA-only settlement does not release the individual claims of
14 absent employees, if any, and the LWDA is a sophisticated government entity that is more than
15 able to look out for its own rights.

16 **III. ATTORNEYS’ FEES AND COSTS ARE FAIR AND REASONABLE**

17 28. Plaintiff’s Counsel seeks approval of the Plaintiff’s Counsel Award in the amount of
18 **\$55,000.00**, comprised of \$40,000 for attorneys’ fees (one-third of the Gross Settlement Amount)
19 and up to \$15,000⁴ for reimbursement of actually incurred litigation expenses. PAGA does not
20 have any requirements for reviewing attorneys’ fees, and Plaintiff’s position is that the payment of
21 attorneys’ fees and costs in this Settlement is a matter of contract for a contingent representation.
22 Nevertheless, should this Court review the requested attorneys’ fees, it is clear that the requested
23 fees and costs are reasonable for experience wage and hour counsel.

24 29. Attached hereto as Exhibit #4 is a true and correct copy of the Time and Billing
25 Journal for the attorneys and staff at the JCL Law Firm, APC as of July 6, 2022. The time and

26 ⁴ As detailed *infra*, at the time of filing this motion, Plaintiff’s Counsel incurred \$7,562.17 litigating this matter.
27 However, Plaintiff’s Counsel anticipates an additional approximately \$300.00-\$500.00 will be incurred to through
28 the completion of this matter for, *inter alia*, filing and serving the Motion for PAGA Settlement Approval and PAGA
Settlement Approval Hearing. Consequently, Plaintiff’s Counsel estimate that the total costs incurred in this matter
will be approximately \$8,000.00 – much less than the \$15,000.00 provided for under the Agreement.

1 billing journal includes time for supervising attorney Jean-Claude Lapuyade, Esq., associate
2 attorney Eduardo Garcia, Esq., and case paralegal Tesla Stone. To the best of my knowledge, each
3 entry was made contemporaneously and in the ordinary and usual course of business. The
4 attached Billing Journal shows that the JCL Law Firm, APC billed a total of 82 hours for a total
5 of \$33,825.00 successfully litigating this action at rates of \$150 (paralegal), \$400 (associate
6 attorney) and \$550 (supervising attorney).

7 30. The JCL Law Firm's rates are comparable to those judicially approved for other
8 plaintiff's firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to
9 \$390-\$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-
10 \$750 for partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for
11 partners). See *Aarons v. BMW of North America*, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS
12 118442, *40-41 (C.D. Cal. Apr. 29, 2014). Other Southern California courts have approved hourly
13 rates in the requested range. See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS
14 91636, *24 (C.D. Cal. June 28, 2013) (approving hourly rates of \$650 -\$800 for senior attorneys
15 in consumer class action); *Parkinson v. Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D.
16 Cal. 2010)(approving hourly rates between \$445 and \$675); *Faigman v. AT&T Mobility, LLC*,
17 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb. 15, 2011)(Approving hourly rates of \$650 an
18 hour for partners and \$500 for associates); *Richard v. Ameri-Force Mgmt. Servs., Inc.*, No 37-
19 2008-00096019 (San Diego Superior Court, August 27, 2010)(\$695 to \$750 an hour for partners
20 and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-1399 (C.D. Cal. Nov. 29, 2010)(\$700
21 for partners and \$475 for associates); *Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480
22 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for associates); *Luquetta v.*
23 *Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012 partner rates between
24 \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH (MEJ)(N.D.
25 Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates between
26 \$355 and \$405 an hour).

27 31. Moreover, JCL Law Firm, APC's billing rates have been approved multiple times
28 within the last twelve months by California Superior Court judges. (*See generally Rodriguez v.*

1 *RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS 2023354 (July 30,
2 2021 – Hon. David Cohn approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq.
3 as Class Counsel in a \$1,450,000 wage and hour class action settlement); *Stevens et al., v. Bank*
4 *of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL
5 (October 16, 2020 – Hon. John Meyer approved \$500 billing rate and appointed JCL Law Firm
6 as Class Counsel), *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-
7 00036147 (October 9, 2020 – Hon. Kenneth Medel approved \$500 billing rate and appointed JCL
8 Law Firm as Class Counsel.); *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior
9 Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones approved \$500 billing
10 rate and appointed JCL Law Firm as class counsel.); *Conner v. Ascendant Marketing, LLC et al.*,
11 San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 – Hon. Joel
12 Wohlfeil approved \$500 billing rate and appointed JCL Law Firm as Class Counsel.).

13 32. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC
14 (“ZLG”), worked a of 76.4 hours successfully prosecuting this action for a loadstar of \$30,240.00.
15 A true and accurate copy of the Zakay Law Group time and billing entries is attached to the
16 Declaration of Shani Zakay, Esq. filed concurrently herewith.

17 33. Collectively, Plaintiff’s Counsel spent a total of 158.4 hours successfully litigating
18 this matter for a total combined loadstar of \$64,065.00 and is summarized by firm below:

19

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	82	\$33,825.00
Zakay Law Group, APLC	76.4	\$30,240.00
Total	158.4	\$64,065.00

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24 34. Attached hereto as Exhibit #5 is a true and correct copy of the JCL Law Firm, APC’s
25 “Transaction Summary” detailing the JCL Law Firm, APC’s actually incurred litigation expenses
26 for this matter as of July 6, 2022. As shown in detail in the attached transaction summary, the
27 JCL Law Firm, APC, incurred a total of \$3,097.68 in litigation costs prosecuting this action.
28 These costs are exclusive of the costs incurred by co-counsel Zakay Law Group, APLC. As

evidenced in the Declaration of Shani O. Zakay, Esq., filed concurrently herewith, The Zakay Law Group, APLC, incurred an additional \$4,464.49 in litigation costs prosecuting this action.

35. All of Plaintiff's Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; telephone; postage; factual and legal research charges; mediation fees; expert costs and travel expenses, which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed.

36. Consequently, Class Counsel incurred a total of \$7,562.17 successfully prosecuting his action. Class Counsel now requests reimbursement for those incurred litigation expenses and costs in the amount up to \$8,000 as provided for in the Settlement Agreement and based upon Plaintiff Counsel's billing records.

IV. JCL LAW FIRM EXPERIENCE

37. The JCL Law Firm, APC has extensive class action experience in multiple fields and has represented tens-of-thousands of persons in class actions. The JCL Law Firm, APC has previously litigated similar wage and hour class actions involving similar meal and rest period violations. The JCL Law Firm, APC has been approved as class counsel in similar wage and hour class actions throughout the State of California, including in the Superior Court for the County of San Bernardino. As such, courts throughout the California have deemed Class Counsel experienced and knowledgeable in this area of law. Class Counsel has participated in every aspect of the settlement discussions and has concluded the settlement is fair, adequate and reasonable and in the best interests of the Class.

38. Plaintiff and the Aggrieved Employees are represented by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Eduardo Garcia (Associate), Tesla Stone (Paralegal), and Leilani Edmunds (Legal Secretary).

1 39. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
2 Employees. I have extensive experience with wage and hour class and representative actions
3 litigation like this matter, and employment matters in general. Additionally, I have extensive
4 complex mass tort litigation experience and complex construction product liability experience. I
5 can, will and have adequately represented the interests of the Plaintiff, the State of California and
6 the Aggrieved Employees throughout this action.

7 40. I have represented consumers and employees in California class actions, and
8 complex multi-party product liability actions exclusively for more than 15 years. I have been in
9 practice as a plaintiffs' civil litigation attorney since April 2007.

10 41. I have significant class counsel and collective action counsel experience. I served as
11 class and/or collective (PAGA) counsel in, among other cases, the following matters:

12 a. *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No.
13 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million
14 dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock
15 work. The Court appointed JCL Law Firm, APC as Class Counsel and as
16 representative PAGA counsel for the State of California.

17 b. *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-
18 DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar
19 class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The
20 JCL Law Firm, APC acted as class counsel for the settlement class and as
21 representative PAGA counsel the State of California and the Aggrieved Employees.)

22 c. *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No.
23 STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a
24 \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal
25 period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)

26 d. *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No.
27 CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550
28

1 billing rate and appointed Jean-Claude Lapuyade, Esq, as Class Counsel in a wage
2 and hour class action settlement.)

3 e. *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case
4 No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million
5 class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws,
6 and appointed the JCL Law Firm, APC as Class Counsel)

7 f. *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court
8 Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J.
9 Wilson approved \$550 billing rate in a representative California Labor Code Private
10 Attorney General Act settlement).

11 g. *Jer Vang v. Bridge Property Management*, Alameda County Superior Court,
12 Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and
13 PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm,
14 APC acted as class counsel for the settlement class and as representative PAGA
15 counsel the State of California and the Aggrieved Employees.)

16 h. *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior
17 Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved
18 a PAGA Settlement negotiated on behalf of the State of California and the aggrieved
19 employees by the JCL Law Firm, APC.)

20 i. *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles
21 Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle
22 appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA
23 settlement for, *inter alia*, missed meal and rest periods.)

24 j. *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court,
25 Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a
26 PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law
27 Firm, APC acted as counsel for the plaintiff, the State of California and the
28 Aggrieved Employees.)

1 k. *Stevens et al., v. Bank of England*, San Diego County Superior Court Case
2 No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer
3 appointed JCL Law Firm as Class Counsel and granted final approval of wage and
4 hour class action for, *inter alia*, off-the-clock work.)

5 l. *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-
6 00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as
7 Class Counsel and granted final approval of wage and hour class action for off-the-
8 clock work.)

9 m. *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court
10 Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL
11 Law Firm as class counsel and granted final approval of wage and hour class action
12 for meal period violations.)

13 n. *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case
14 No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted
15 approval of PAGA Settlement for, among other things, off-the-clock work. JCL
16 Law Firm, APC acted as lead counsel.)

17 o. *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No.
18 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA
19 Settlement for, *inter alia*, missed meal and rest periods. JCL LAW Firm, APC, acted
20 as lead counsel.)

21 p. *Moreno v. Dash Lube, et al.*, United States District Court, Southern District
22 of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class
23 certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC,
24 as Class Counsel.)

25 q. *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior
26 Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson
27 appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an
28 unlawful housing class action settlement arising out of Civil Code Section 1940.1.)

1 r. *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-
2 00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC
3 as class counsel and granted final approval of wage and hour class action for unpaid
4 overtime.)

5 s. *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No
6 Case No. 37-2018-00043601 (May 31, 2019 – Hon, Gregory Pollack appointed JCL
7 Law Firm, APC, as Class Counsel and granted preliminary approval for the wage
8 and hour class action settlement involving nearly 900 current and former employees.
9 Final approval scheduled for October 4, 2019)

10 t. *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case
11 No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law
12 Firm, APC, as Class Counsel and granted final approval for a wage and hour class
13 action settlement for *inter alia*, missed meal and rest periods and independent
14 contractor misclassification.)

15 u. *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-
16 2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL
17 LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour
18 wage class action settlement involving misclassified house cleaners.)

19 v. *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No.
20 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for
21 an unlawful housing class action arising under Civil Code Section 1940.2)

22 w. *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior
23 Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory
24 W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final
25 approval for a wage and hour class action settlement for meal and rest period
26 violations);

27 x. *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court
28 Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL

1 Law Firm, APC, as Class Counsel and granted final approval for a wage and hour
2 class action settlement involving claims for on duty meal and rest periods.);
3 y. *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior
4 Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
5 z. *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-
6 00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal
7 and rest periods)
8 aa. *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-
9 2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee
10 misclassification);
11 bb. *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case
12 No. BC617160 (2017 - Certified and settled wage and hour class action.);
13 cc. *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court
14 Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
15 dd. *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-
16 00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful
17 housing practices arising out of Civil Code Section 1940.1);

18 42. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
19 favorable verdict for the firm's clients.

20 43. Finally, I have published appellate experience in *William Blanchette et al., v. The*
21 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

22 44. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers,
23 Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super
24 Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see
25 https://www.superlawyers.com/about/selection_process.html.)
26
27
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1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 8th day of August 2022, at San Diego, California.

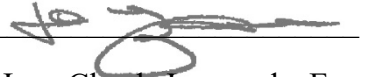
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4 By: 
5 Jean-Claude Lapuyade, Esq.
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EXHIBIT 1

JCL LAW FIRM, APC

JEAN-CLAUDE LAPUYADE, ESQ. (SBN 248676)

EDUARDO GARCIA, ESQ. (SBN 290572)

5440 MOREHOUSE DRIVE, SUITE 3600

SAN DIEGO, CA 92121

TEL: 619-599-8292

FAX: 619-599-8291

JLAPUYADE@JCL-LAWFIRM.COM

EGARCIA@JCL-LAWFIRM.COM

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

5440 MOREHOUSE DRIVE, SUITE 3600

SAN DIEGO, CA 92121

Telephone: (619)255-9047

Facsimile: (858) 404-9203

shani@zakaylaw.com

jackland@zakaylaw.com

ATTORNEYS FOR PLAINTIFF

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE

MOHAMMAD ALAVICHEH, an
individual, on behalf of himself and on
behalf of all other Aggrieved Employees and
the State of California,

PLAINTIFFS,

vs.

SUBURBAN BUICK GMC CADILLAC,
LLC, a Michigan Limited Liability
Company, and DOES 1 through 50,
Inclusive;

DEFENDANTS.

Case No. 30-2021-01181315-CU-OE-CXC

[Action Filed 01/27/2021]

**STIPULATION OF SETTLEMENT OF
PAGA CLAIMS AND RELEASE OF
PAGA CLAIMS**

Judge: Hon. Glenda Sanders
Dept.: CX101

1 This Stipulation of Settlement of PAGA Claims and Release of PAGA Claims is entered into
2 by and between Plaintiff MOHAMMAD ALAVICHEH (hereinafter "Plaintiff"), in his
3 representative capacity on behalf of the State of California and fellow Aggrieved Employees and
4 Defendant SUBURBAN BUICK GMC CADILLAC, LLC, (hereinafter "Defendant"):

5 **I. DEFINITIONS**

6 A. "Action" shall mean the following *Mohammad Alavicheh v. Suburban Buick GMC*
7 *Cadillac, LLC.*, Orange Superior Court, Case No. 30-2021-01181315-CU-OE-CXC,
8 filed January 27, 2021.

10 B. "Aggrieved Employees" shall mean all individuals who worked for Defendant as non-
11 exempt employees in California during the PAGA Period.

13 C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
14 PAGA Action and Release of PAGA Claims.

16 D. "Employee Data" means information regarding the Aggrieved Employees that
17 Defendant will in good faith compile from its records and provide to the Settlement
18 Administrator. It shall be formatted in the manner requested by the Settlement
19 Administrator and shall include sufficient information to effectuate this settlement,
20 including but not limited to: each Aggrieved Employee's full name; last known
21 address; Social Security Number; and the number of Pay Periods worked during the
22 PAGA Period.

24 E. "Court" means the Superior Court for the State of California, County of Orange
25 presiding over the Action.

27 F. "Defendant" shall mean SUBURBAN BUICK GMC CADILLAC, LLC.
28

- 1 G. "Effective Date" means the date of entry by the Court of an order and judgment finally
2 approving this Settlement.
3
- 4 H. "LWDA" means the California Labor and Workforce Development Agency.
5
- 6 I. "Funding Date" shall mean fifteen (15) calendar days after the Effective Date and is
7 the date Defendant transfers the Gross Settlement Amount into the QSF in accord
8 with the terms of this Agreement.
9
- 10 J. "Net Settlement Amount" or "NSA" means the amount remaining from the Gross
11 Settlement Amount deducting the Settlement Administration Cost and the Plaintiff's
12 Counsel Award. The NSA shall be used to satisfy allocated satisfy the PAGA
13 Representative's claims for civil penalties arising under PAGA asserted on behalf of
14 the Aggrieved Employees and the LWDA. Twenty-five percent (25%) of the NSA
15 shall be allocated to the Aggrieved Employees ("Aggrieved Employee Payment") and
16 distributed based on the pro rata number of Pay Periods worked by each Aggrieved
17 Employee during the PAGA Period. Seventy-five percent (75%) of the NSA shall be
18 paid to the LWDA ("LWDA Payment").
19
- 20 K. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved
21 Employees by the Settlement Administrator in the form set forth as Exhibit A to this
22 Agreement.
23
- 24 L. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
25 Labor Code § 2698 *et seq.*
26
27
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- 1 M. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA
2 Period for each Aggrieved Employee divided by the total of the Pay Periods for all
3 Aggrieved Employees during the PAGA Period.
4
- 5 N. "PAGA Period" means the period between November 18, 2019, to February 28, 2022.
6
- 7 O. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
8 Plaintiff or Defendant, individually.
9
- 10 P. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee
11 Payment, as defined herein, means any biweekly period in which Aggrieved
12 Employees received wages during his/her employment with Defendant during the
13 PAGA Period.
14
- 15 Q. "Plaintiff" or "PAGA Representative" shall mean MOHAMMAD ALAVICHEH.
16
- 17 R. "Plaintiff's Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC
18 ("JCL") and Zakay Law Group, APLC ("ZLG").
19
- 20 S. "Plaintiff's Counsel Award" means the award of attorneys' fees and reimbursement
21 of litigation expenses that the Court authorizes to be paid to Plaintiff's Counsel for
22 the services they have rendered to Plaintiff, the State of California and the Aggrieved
23 Employees consisting of attorneys' fees not to exceed one-third of the Gross
24 Settlement Amount *plus* actually incurred litigation costs up to \$15,000.00 as
25 documented by Plaintiff Counsel's billing records. Plaintiff Counsel's application for
26 the Plaintiff's Counsel Award is subject to Court approval, and a reduction in
27
28

1 attorneys' fees, costs, awarded by the Court is not a basis for Plaintiff to void, rescind,
2 or terminate this Agreement.

3
4 T. "QSF" means the Qualified Settlement Fund established, designated and maintained
5 by the Settlement Administrator to fund the Gross Settlement Amount.

6
7 U. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint
8 and Plaintiff's notice to the LWDA which occurred during the PAGA Period.

9
10 V. "Released Parties" shall mean Defendant.

11
12 W. "Settlement" means the disposition of the Action pursuant to this Agreement.

13
14 X. "Settlement Administrator" means Atticus Administration, LLC., 1250 Northland
15 Drive, Suite 240, Mendota, Minnesota; Tel: 1-844-728-8428; Fax: 1-888-326-6411.
16 The Settlement Administrator establishes, designates and maintains, as a QSF under
17 Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into
18 which the amount of the Gross Settlement Amount is deposited for the purpose of
19 resolving the claims in the Action on behalf of the LWDA and the Aggrieved
20 Employees. The Settlement Administrator shall maintain the funds until distribution
21 in an account(s) segregated from the assets of Defendant and any person related to
22 Defendant. *All accrued interest shall be paid and distributed to the Aggrieved*
23 *Employees as part of their respective share of the Aggrieved Employee Payment.*

24
25 Y. "Settlement Administration Costs" means the amount be paid for the costs of
26 administration of the Settlement from the Gross Settlement Amount not to exceed
27 \$3,000.00.
28

1 Z. “Gross Settlement Amount” means One Hundred Twenty Thousand Dollars
2 (\$120,000.00) that Defendant must pay into the QSF in connection with this
3 Settlement, inclusive of the Aggrieved Employee Payment, LWDA Payment,
4 Plaintiff’s Counsel Award and the Settlement Administration Costs.
5

6 **II. RECITALS**
7

8 A. On November 18, 2020, Plaintiff filed a Notice of Violations with the Labor and
9 Workforce Development Agency (LWDA) and served the same on Defendant.
10

11 B. On January 27, 2021, Plaintiff filed the Action against Defendant alleging a single
12 cause of action for violations of PAGA for, *inter alia*, the following:

- 13 1. Failure to provide complaint meal and rest periods;
14
15 2. Failure to provide accurate itemized wages statements;
16
17 3. Failure to pay all minimum wages and separately compensate rest breaks at
18 the regular rate of pay; and
19
20 4. Failure to timely pay wages.

21 C. On January 14, 2022, the Parties participated in mediation presided over by Hon.
22 Judge William Pate (Ret.), a jurist and wage and hour PAGA action mediator. The
23 mediation concluded with a settlement based on a Mediator’s proposal which was
24 memorialized in the form of a Memorandum of Understanding.
25

26 D. This Agreement replaces and supersedes the Memorandum of Understanding and any
27 other agreements, understandings, or representations between the Parties. This
28

1 Agreement represents a compromise and settlement of highly disputed claims.
2 Nothing in this Agreement is intended or will be construed as an admission by
3 Defendant that the claims in the Action of Plaintiff or the Aggrieved Employees have
4 merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on
5 those claims or any other claims, or as an admission by Plaintiffs that Defendant's
6 defenses in the Action have merit.
7

8 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:
9

10 **III. TERMS OF AGREEMENT**
11

12 A. Settlement Consideration and Settlement Payments by Defendant.

13 1. Settlement Consideration. In full and complete settlement of the Action, and
14 in exchange for the releases set forth below, Defendant and the Released
15 Parties will pay the Gross Settlement Amount of One Hundred Twenty
16 Thousand Dollars (\$120,000.00). The Parties agree that this is a non-
17 reversionary Settlement and that no portion of the Gross Settlement Amount
18 shall revert to Defendant. The Gross Settlement Amount is exclusive of and
19 separate from any individual settlement by and between Defendant and
20 Plaintiff intended to resolve Plaintiff's individual claims. Except as provided
21 for in Section III(A)(2) and pursuant to any individual settlement with
22 Plaintiff, Defendant shall not be required to pay more or less than the Gross
23 Settlement Amount.
24

25 2. Number of Aggrieved Employees and Pay Periods. At the time of mediation,
26 Defendant estimated that there were 93 Aggrieved Employees that
27
28

1 collectively worked approximately 3,004 Pay Periods (“Projected Pay
2 Periods”) during the PAGA Period. In regard hereto, Defendant will provide
3 a declaration under penalty of perjury confirming the number of Aggrieved
4 Employees and Pay Periods worked by the Aggrieved Employees as of
5 November 30, 2021, prior to filing of the motion for PAGA Approval. If the
6 declaration states that the actual number of pay periods during the PAGA
7 period are more than 110% of the estimate stated herein (the “Escalation
8 Threshold”), the Gross Settlement Amount shall increase proportionally based
9 on the amount by which the number of actual pay periods during the PAGA
10 period exceeds the Escalation Threshold. (By way of example, the Escalation
11 Threshold based on 3,004 Projected Pay Periods is 3,304; if the actual number
12 of pay periods during the PAGA period were 3,350, the Gross Settlement
13 Amount would increase by 1.39%—reflecting the fact that 46 additional
14 periods reflects an increase of 1.39% from the Escalation Threshold.)
15
16

17
18 3. Settlement Payment. Defendant shall pay, via wire transfer, the Gross
19 Settlement Amount to the Settlement Administrator on the Funding Date.

20
21 B. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
22 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
23 California release the Released Parties from the PAGA Released Claims for the PAGA
24 Period.

25
26 C. Conditions Precedent: This Settlement will become final and effective only upon (1)
27 the Court entering an order approving the Settlement, and (2) Defendant fully funds
28 the Gross Settlement Amount.

1 D. Nullification of Settlement Agreement. If this Settlement Agreement is not approved
2 by the Court, fails to become effective, or is reversed, withdrawn, or in any way
3 prevents or prohibits Defendant from obtaining a complete resolution of the Released
4 PAGA Claims, or if Defendant fails to fully fund the Total Settlement Amount:

5
6 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
7 and shall not be admissible in any judicial, administrative or arbitral
8 proceeding for any purpose or with respect to any issue, substantive or
9 procedural; and

10
11 2. None of the Parties to this Settlement will be deemed to have waived any
12 claims, objections, defenses or arguments in the Action. Indeed, neither this
13 Agreement nor any of the facts or circumstances related hereto can or should
14 be interpreted as supporting any right by any party or any other aggrieved
15 employee to insist upon representative relief being available under the Parties'
16 arbitration agreements. Should the Superior Court not approve this
17 Agreement, the Parties shall not benefit from the limited waiver on
18 representative claims including, but expressly not limited to the Parties'
19 waiver of any claims or defenses, including, but expressly not limited to
20 defenses against representative relief in arbitration, statute of limitations
21 defenses, and defenses that would preclude the establishment of any aggrieved
22 or similarly situated claimants.
23
24

25 E. Tax Liability. The Parties make no representations as to the tax treatment or legal
26 effect of the payments called for in this Agreement. The Aggrieved Employees are
27 not relying on any statement or representation by the Parties in this regard. Aggrieved
28

1 Employees understand and agree that they will be responsible for the payment of any
2 taxes and penalties assessed on their respective share of the Aggrieved Employee
3 Payments and will be solely responsible for any penalties or other obligations resulting
4 from their personal tax reporting of the Aggrieved Employees Payments.
5

6 F. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
7 the “acknowledging party” and each Party to this Agreement other than the
8 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
9 of this Agreement, and no written communication or disclosure between or among the
10 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
11 such communication or disclosure constitute or be construed or be relied upon as, tax
12 advice within the meaning of United States Treasury Department circular 230 (31 CFR
13 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
14 her or its own, independent legal and tax counsel for advice (including tax advice) in
15 connection with this Agreement, (b) has not entered into this Agreement based upon
16 the recommendation of any other Party or any attorney or advisor to any other Party,
17 and (c) is not entitled to rely upon any communication or disclosure by any attorney
18 or adviser to any other party to avoid any tax penalty that may be imposed on the
19 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
20 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
21 strategies (regardless of whether such limitation is legally binding) upon disclosure by
22 the acknowledging party of the tax treatment or tax structure of any transaction,
23 including any transaction contemplated by this Agreement.
24
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1 G. Settlement Administrator. The Settlement Administrator shall be responsible for:
2 establishing and administering the QSF; calculating, processing and mailing payments
3 to Plaintiff's Counsel, LWDA and Aggrieved Employees; printing and mailing the
4 Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court;
5 calculating, and distributing tax forms for the Aggrieved Employee Payments;
6 providing declaration(s) as necessary in support of approval of this Settlement; and
7 other tasks as the Parties mutually agree or the Court orders the Settlement
8 Administrator to perform. The Settlement Administrator shall keep the Parties timely
9 apprised of the performance of all Settlement Administrator responsibilities.
10

11
12 H. Employee Data. No later than fifteen (15) calendar days after the Effective Date,
13 Defendant shall provide the Settlement Administrator with the Employee Data. The
14 Settlement Administrator shall maintain the Employee Data as private and
15 confidential except to carry out its duties to administer the Settlement. In no event
16 will this information ever be shared with or provided to Plaintiff or Plaintiff's Counsel
17 unless necessary to ensure Plaintiff's Counsel's ability to fulfill any obligations
18 associated with this Settlement.
19

20 I. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
21 the Gross Settlement Amount on or before the Funding Date.
22

23 1. Calculation of Individual Payments to the Aggrieved Employees. Using the
24 Employee Data, the Settlement Administrator shall add up the total number of
25 Pay Periods for all Aggrieved Employees during the PAGA Period. The
26 respective Pay Periods for each Aggrieved Employee will be divided by the
27 total Pay Periods for all Aggrieved Employees, resulting in the "PAGA
28

1 Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s
2 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee
3 Payment to calculate each Aggrieved Employee’s estimated share of the
4 Aggrieved Employee Payment.
5

6 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
7 individual Aggrieved Employee Payments shall be allocated and treated 100%
8 as penalties and interest. The individual Aggrieved Employee Payments shall
9 not be subject to wage withholdings and shall be reported on IRS Form 1099s.
10

11 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
12 Payments made to the Aggrieved Employees under this Settlement
13 Agreement, as well as any other payments made pursuant to this Settlement
14 Agreement, will not be utilized to calculate any additional benefits under any
15 benefit plans to which any Aggrieved Employee may be eligible, including,
16 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
17 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
18 benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement
19 will not affect any rights, contributions, or amounts to which any Aggrieved
20 Employee may be entitled under any benefit plans.
21
22

23 4. Mailing. Individual Aggrieved Employee Payments shall be mailed by
24 regular First-Class U.S. Mail to the Aggrieved Employees’ last known mailing
25 address no later than fifteen (15) calendar days after the Funding Date.
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1 5. Expiration. Any checks issued the Aggrieved Employees shall remain valid
2 and negotiable for one hundred and eighty (180) days from the date of their
3 issuance. If an Aggrieved Employee does not cash his or her settlement check
4 within 90 days, the Settlement Administrator will send a letter to such persons,
5 advising that the check will expire after the 180th day, and invite that
6 Aggrieved Employee to request reissuance in the event the check was
7 destroyed, lost or misplaced. In the event an individual Aggrieved Employee
8 Payment check has not been cashed within one hundred and eighty (180) days,
9 all funds represented by such uncashed checks, plus any interest accrued
10 thereon, shall be transmitted to the Controller of the State of California to be
11 held pursuant to the Unclaimed Property Law, California Civil Code § 1500
12 *et seq.*, in the names and corresponding amounts associated with each
13 Aggrieved Employee whose check(s) are cancelled.
14

15
16 6. LWDA Payment. The Settlement Administrator shall transmit the LWDA
17 Payment to the LWDA as one lump sum payment, if by check, certified mail
18 return receipt requested to Plaintiff's Counsel, within fifteen (15) calendar
19 days of the Funding Date.
20

21 7. Plaintiff's Counsel Award. Defendant understands a motion by Plaintiff's
22 Counsel for attorneys' fees not to exceed one-third of the Gross Settlement
23 Amount—currently estimated to be Forty Thousand Dollars and Zero Cents
24 (\$40,000)—plus costs and expenses supported by declaration not to exceed
25 Fifteen Thousand Dollars (\$15,000.00), from the Gross Settlement Amount
26 will be filed. Any portion of the requested Plaintiff's Counsel Award that is
27
28

1 not awarded to Plaintiff's Counsel shall be part of the Net Settlement Amount
2 and shall be distributed to the LWDA and the Aggrieved Employees as
3 provided in this Agreement. The Settlement Administrator shall distribute
4 and pay the Plaintiff's Counsel Award to Plaintiff's Counsel from the Gross
5 Settlement Amount no later than fifteen (15) calendar days after the Funding
6 Date. Plaintiff's Counsel shall be solely and legally responsible to pay all
7 applicable taxes on the payment made pursuant to this paragraph. The
8 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff's
9 Counsel for the payments made pursuant to this paragraph. In the event that
10 the Court reduces or does not approve the requested Plaintiff's Counsel
11 Award, Plaintiff and Plaintiff's Counsel shall not have the right to revoke the
12 Settlement, or to appeal such order, and the Settlement will remain binding.
13
14

15 8. Settlement Administration Costs. The Settlement Administrator shall be paid
16 for the costs of administration of the Settlement from the Gross Settlement
17 Amount. The estimate of the Settlement Administration Costs is \$3,000.00.
18 The Settlement Administrator shall be paid the Settlement Administration
19 Costs no later than fifteen (15) calendar days after the Funding Date.
20

21 J. Approval Motion. Plaintiff's Counsel and Plaintiffs shall use best efforts to file with
22 the Court a Motion for Settlement Approval and Entering Judgment Finally
23 Approving Settlement, within forty-five (45) days following the execution of this
24 Agreement.
25

26 K. Notice of Settlement to LWDA. In connection with the Motion for Settlement
27 Approval, Plaintiff's Counsel shall submit this Agreement to the LWDA pursuant to
28

1 California Labor Code section 2699(1)(2). Plaintiff's Counsel shall within ten (10)
2 days after the entry of the judgment or order approving this Settlement, submit the
3 order approving the Settlement to the LWDA pursuant to California Labor Code
4 section 2699(1)(3).
5

6 N. Review of Motion for Settlement Approval. Plaintiff's Counsel will provide an
7 opportunity for Counsel for Defendant to review the Motion for Settlement Approval,
8 including the Order Granting Approval of the Settlement, and Judgment Finally
9 Approving Settlement before filing with the Court. The Parties and their counsel will
10 cooperate with each other and use their best efforts to affect the Court's approval of
11 the Motion for Approval of the Settlement, and entry of Judgment.
12

13 O. Cooperation. The Parties and their counsel will cooperate with each other and use
14 their best efforts to implement the Settlement.
15

16 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
17 except such proceedings necessary to implement and complete the Settlement.
18

19 Q. Amendment or Modification. This Agreement may be amended or modified only by
20 a written instrument signed by counsel for all Parties or their successors-in-interest.
21

22 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
23 Agreement among these Parties, and no oral or written representations, warranties or
24 inducements have been made to any Party concerning this Agreement or its Exhibit
25 other than the representations, warranties and covenants contained and memorialized
26 in this Agreement and its Exhibit.
27
28

1 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate
3 this Agreement and to take all appropriate Action required or permitted to be taken by
4 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
5 documents required to effectuate the terms of this Agreement. The persons signing
6 this Agreement on behalf of Defendant represents and warrants that he/she is
7 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
8 warrant that they are authorized to sign this Agreement and that he/she has not assigned
9 any claim, or part of a claim, covered by this Settlement to a third-party.
10

11
12 T. No Public Comment: The Parties and their counsel agree that they will not issue any
13 press releases, initiate any contact with the press, respond to any press inquiry, or have
14 any communication with the press about the fact, amount or terms of the Settlement
15 Agreement. Plaintiff's Counsel further agrees not to use the Settlement Agreement or
16 any of its terms for any marketing or promotional purposes. Nothing herein will restrict
17 Plaintiff's Counsel from including publicly available information regarding this
18 settlement in future judicial submissions regarding Plaintiff Counsel's qualifications
19 and experience. Further, Plaintiff Counsel will not include, reference or use the
20 Settlement Agreement for any marketing or promotional purposes, either before or
21 after the Motion for Settlement Approval is filed.
22

23
24 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
25 to the benefit of, the successors or assigns of the Parties, as previously defined.
26

27 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
28 shall be governed by and interpreted according to the laws of the State of California.

1 W. Counterparts. This Agreement may be executed in one or more counterparts. All
2 executed counterparts and each of them shall be deemed to be one and the same
3 instrument provided that counsel for the Parties to this Agreement shall exchange
4 among themselves copies or originals of the signed counterparts.
5

6 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
7 is a fair, adequate and reasonable settlement of this Action and have arrived at this
8 Settlement after extensive, non-collusive arms-length negotiations, taking into account
9 all relevant factors, present and potential.
10

11 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
12 respect to the interpretation, implementation and enforcement of the terms of this
13 Agreement and all orders and judgments entered in connection therewith, and the
14 Parties and their counsel submit to the jurisdiction of the Court for purposes of
15 interpreting, implementing and enforcing the settlement and all orders and judgments
16 entered in connection with this Agreement.
17

18 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
19 the Court shall first attempt to construe the provisions valid to the fullest extent
20 possible consistent with applicable precedents so as to define all provisions of this
21 Agreement valid and enforceable.
22

23
24 AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
25 Released PAGA Claims have merit and give rise to liability on the part of Defendant.
26 Defendant claims that the Released PAGA Claims have no merit and do not give rise
27 to liability. This Agreement is a compromise of disputed claims. Nothing contained
28

1 in this Agreement and no documents referred to and no action taken to carry out this
2 Agreement may be construed or used as an admission by or against the Defendant or
3 Plaintiff or Plaintiff's Counsel as to the merits or lack thereof of the claims asserted.
4 Other than as may be specifically set forth herein, each Party shall be responsible for
5 and shall bear its/his own attorneys' fees and costs.
6

7 BB. Individual Settlement Agreement. The Parties have separately entered into an
8 individual settlement agreement and general release of Plaintiff's derivative individual
9 claims for damages and penalties that are outside the scope of the PAGA Settlement.
10 Plaintiff shall separately receive payment from Defendants in accordance with a
11 separate individual settlement agreement, which shall be confidential, except to the
12 extent that disclosure of such individual settlement agreement is necessary in order to
13 secure the Court's approval of this Agreement.
14

15
16 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

17
18 DATED: 06/01//2022

19 
Mohammad alavicheh (Jun 1, 2022 12:45 PDT)
20 MOHAMMAD ALAVICHEH

21 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

22
23 DATED: _____

24 SUBURBAN BUICK GMC CADILLAC, LLC

25 Printed Name

26
27 Title
28

1 in this Agreement and no documents referred to and no action taken to carry out this
2 Agreement may be construed or used as an admission by or against the Defendant or
3 Plaintiff or Plaintiff's Counsel as to the merits or lack thereof of the claims asserted.
4 Other than as may be specifically set forth herein, each Party shall be responsible for
5 and shall bear its/his own attorneys' fees and costs.
6

7 BB. Individual Settlement Agreement. The Parties have separately entered into an
8 individual settlement agreement and general release of Plaintiff's derivative individual
9 claims for damages and penalties that are outside the scope of the PAGA Settlement.
10 Plaintiff shall separately receive payment from Defendants in accordance with a
11 separate individual settlement agreement, which shall be confidential, except to the
12 extent that disclosure of such individual settlement agreement is necessary in order to
13 secure the Court's approval of this Agreement.
14

15
16 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

17
18 DATED: _____

19 MOHAMMAD ALAVICHEH
20

21 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

22
23 DATED: 6/2/2022

24 
25 SUBURBAN BUICK GMC CADILLAC, LLC

26 Timothy J. Leary
27 Printed Name

28 Secretary
Title

1
2 IT IS SO AGREED AS TO FORM BY COUNSEL:

3
4 DATED: June 1, 2022

JCL LAW FIRM, A.P.C.

5 By: 

6 Attorneys for the Plaintiffs and the Aggrieved
7 Employees

8
9 DATED: June 1, 2022

ZAKAY LAW GROUP, A.P.L.C.

10 By: 

11 Attorneys for the Plaintiffs and the Aggrieved
12 Employees

13
14 DATED: _____

FINE, BOGGS & PERKINS LLP

15 By: _____

16 Attorneys for Defendant
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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for the Plaintiffs and the Aggrieved
Employees

DATED: _____

ZAKAY LAW GROUP, A.P.L.C.

By: _____

Attorneys for the Plaintiffs and the Aggrieved
Employees

DATED: 6/2/2022

FINE, BOGGS & PERKINS LLP

By: David J. Reese

Attorneys for Defendant

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee, Mohammad Alavicheh ("Plaintiff") against Suburban Buick GMC Cadillac, LLC("Company"), for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA"). Plaintiff claimed that she and other employees were not provided legally compliant meal and rest periods, not properly paid minimum wages and separately compensate rest breaks at the regular rate of pay, not provided with accurate wage statements, and not timely paid final wages.

The Company denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, the Company and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all individuals who worked for Defendant as non-exempt employees in California between November 18, 2019 to February 28, 2022. ("PAGA Employees").

According to Company records, you are a PAGA Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This check is issued pursuant to the terms of the PAGA settlement in the case entitled *Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC, Superior Court State of California, County of Orange, Case No. 30-2021-01181315-CU-OE-CXC*.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in January 2023. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the [insert administrator information].

EXHIBIT 2



Client #32401

November 18, 2020

Via Online Filing to LWDA and Certified Mail to Defendant

Labor and Workforce Development Agency

Online Filing

SUBURBAN BUICK GMC CADILLAC, LLC.

GINGER PRESLEY

2600 HARBOR BLVD

COSTA MESA CA 92626

Certified Mail Receipt No. 7020 2450 0001 4373 5188

Re: Notice of Violations of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 512, 558, 1194, 1197, 1197.1, and 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff Mohammad Alavicheh (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against SUBURBAN BUICK GMC CADILLAC, LLC, a Michigan limited liability company (“Defendant” or “Defendants”). Plaintiff was employed by Defendant in California from April 2019 until December 2019 as a salesperson and/or floor manager, earning a draw vs. commission compensation, and entitled to the legally required meal and rest breaks. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks, and failed to separately compensate Plaintiff and other Aggrieved Employees for their rest breaks at their regular rate of pay. As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to him, and other aggrieved employees, in violation of California Labor Code section 226(a), including failure to list the number of hours and hourly rate for certain remunerations. Additionally, Plaintiff contends that Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep accurate time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 512, 558, 1194, 1197, 1197.1, and 2802 violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

The Aggrieved Employees include all individuals who are or were previously employed by Defendant in any non-exempt and/or exempt positions.

A true and correct copy of the proposed Complaint by Plaintiff against Defendant, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2695, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shani O. Zakay', with a stylized, flowing script.

Shani O. Zakay
Attorney for Mohammad Alavicheh

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
3990 Old Town Avenue, Ste. C204
San Diego, CA 92110
Telephone: (619) 255-9047
Facsimile: (858) 404-9203

JEAN-CLAUDE LAPUYADE (SBN 248676)
JCL Law Firm, APC
3990 OLD TOWN AVENUE, SUITE C204
SAN DIEGO, CALIFORNIA 92110
TELEPHONE: (619) 599-8292
FAX: (619) 599-8291

ATTORNEYS FOR PLAINTIFF MOHAMMAD ALAVICHEH

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE**

MOHAMMAD ALAVICHEH; an individual,
on behalf of himself and on behalf of other
Aggrieved Employees and the State of
California,

Plaintiff,

v.

SUBURBAN BUICK GMC CADILLAC,
LLC., a Michigan Limited Liability Company;
and DOES 1-50, Inclusive,

Defendants.

Case No.

REPRESENTATIVE ACTION
COMPLAINT FOR:

1) VIOLATIONS OF THE PRIVATE
ATTORNEY GENERAL ACT PURSUANT
TO LABOR CODE SECTIONS 2698, et
seq.

1 Plaintiff MOHAMMAD ALAVICHEH (“PLAINTIFF”), on behalf of the people of the State of
2 California and “aggrieved employees” acting as a private attorney general under the Labor Code Private
3 Attorney General Action of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on information and belief,
4 except for her own acts and knowledge which are based on personal knowledge, the following:

5 **INTRODUCTION**

6 1. PLAINTIFF brings this action against SUBURBAN BUICK GMC CADILLAC, LLC
7 (“DEFENDANT” or “DEFENDANTS”) seeking only to recover PAGA civil penalties for himself, and
8 on behalf of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF
9 does **not seek to recover anything other than penalties as permitted by California Labor Code §**
10 **2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not
11 seek underlying general and/or special damages for those violations in this action, but simply the civil
12 penalties permitted by California Labor Code § 2699. Notwithstanding, PLAINTIFF is not abandoning
13 his right to pursue his individual claims for, *inter alia*, Defendant’s alleged wage violations, and/or
14 general or special damages arising from those violations, and he fully intends to, at a future date, pursue
15 claims for those individual claims and damages.

16 2. California has enacted the PAGA to permit an individual to bring an action on behalf of
17 herself and on behalf of others for PAGA penalties *only*, which is the precise and sole nature of this
18 action.

19 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANT’s
20 violations under PAGA and solely for the relief as permitted by PAGA – that is, penalties and any other
21 relief the Court deems proper pursuant to the PAGA. Nothing in this complaint should be construed as
22 attempting to obtain any relief that would not be available in a PAGA-only action.

23 **THE PARTIES**

24 4. DEFENDANT is a Michigan Limited Liability Company and at all relevant times
25 mentioned herein conducted and continues to conduct substantial and regular business throughout the
26 State of California.

27 5. DEFENDANT retails automobile vehicles. DEFENDANT offers new and used cars as
28

1 well as financing, maintenance, and repair services.

2 6. PLAINTIFF was employed by DEFENDANT in California as a Sales Person and/or Floor
3 Manager from April 2019 until December 2019 and was at all times during his employment with
4 DEFENDANT entitled to be paid minimum wages and entitled to the legally required off-duty meal
5 and rest periods. PLAINTIFF from time to time was unable to take off duty meal and rest periods as a
6 result of DEFENDANT's work obligations. PLAINTIFF was also required to be paid for his rest
7 periods as DEFENDANT paid PLAINTIFF only commissions wages for certain pay periods.
8 DEFENDANT did not separately and/or properly compensate PLAINTIFF for his rest periods at his
9 regular rate of pay.

10 7. PLAINTIFF, and such persons that may be added from time to time who satisfy the
11 requirements and exhaust the administrative procedures under the Private Attorney General Act, bring
12 this Representative Action on behalf of the State of California with respect to himself and all individuals
13 who are or previously were employed by DEFENDANT in California (the "AGGRIEVED
14 EMPLOYEES") during the time period of November 18, 2019 until the present (the "PAGA PERIOD").

15 8. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently or
16 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative action
17 pursuant to Labor Code § 2699, *et seq.* seeking penalties for DEFENDANT'S violation of California
18 Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 512, 558, 1194, 1197, 1197.1, and 2802,
19 and the applicable Wage Order. Based upon the foregoing, PLAINTIFF and all AGGRIEVED
20 EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699, *et seq.*

21 9. The true names and capacities, whether individual, corporate, subsidiary, partnership,
22 associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to
23 PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant to Cal. Civ. Proc.
24 Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and
25 capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and
26 believes, and based upon that information and belief alleges, that the Defendants named in this
27 Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or more
28 of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

10. The agents, servants and/or employees of the Defendants and each of them acting on behalf of the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and the other AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

THE CONDUCT

11. During the PAGA PERIOD, DEFENDANT failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other Aggrieved Employees as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFF and Aggrieved Employees did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. DEFENDANT'S meal period policies and practices were unlawful because PLAINTIFF and other Aggrieved Employees were far too over-booked and overworked to take a timely off-duty thirty (30) minute meal period. As a result of their rigorous work schedules, PLAINTIFF and other Aggrieved Employees were often not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide PLAINTIFF and the Aggrieved Employees with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records. As a result, PLAINTIFF and other members of the Aggrieved Employees forfeited meal breaks without additional compensation and in accordance with DEFENDANT's strict corporate policy and practice.

12. Further, DEFENDANT failed to provide PLAINTIFF and Aggrieved Employees with a second off-duty meal period on workdays in which these employees were required by DEFENDANT to work ten (10) hours of work from time to time. As a result, DEFENDANT'S failure to provide PLAINTIFF and the Aggrieved Employees with legally required meal breaks is evidenced by DEFENDANT's business records which contain no record of these breaks.

13. In addition, because of DEFENDANT's commission pay plan described herein, DEFENDANT failed to compensate PLAINTIFF and Aggrieved Employees for their rest periods as

1 required by the applicable Wage Order and Labor Code at their regular rate of pay. DEFENDANT did
2 not have a policy or practice which paid for off-duty rest periods to PLAINTIFF and the other Aggrieved
3 Employees at their regular rate of pay. As a result, DEFENDANT's failure to provide PLAINTIFF and
4 the Aggrieved Employees with all the legally required paid rest periods is evidenced by
5 DEFENDANT's business records.

6 14. On numerous occasions, PLAINTIFF and other CALIFORNIA CLASS Members were
7 required to work while not clocked in. DEFENDANT maintained a company-wide policy of refusing
8 to pay Aggrieved Employees, like PLAINTIFF, for all hours worked. Specifically, DEFENDANT
9 maintained a company-wide pattern and practice of altering employees' timecards to eliminate
10 numerous hours worked and to make employees work off-the-clock. As a result, DEFENDANT failed
11 to compensate PLAINTIFF and the Aggrieved Employees wages for all hours worked.

12 15. Under California law, every employer shall pay to each employee, on the established
13 payday for the period involved, not less than the applicable minimum wage for all hours worked in the
14 payroll period, whether the remuneration is measured by time, piece, commission, or otherwise. Hours
15 worked is defined in the applicable Wage Order as "the time during which an employee is subject to the
16 control of an employer, and includes all the time the employee is suffered or permitted to work, whether
17 or not required to do so. Here, PLAINTIFF and other AGGRIEVED EMPLOYEES were entitled to
18 separate hourly compensation for time spent performing all non-sales related tasks directed by
19 DEFENDANT during their work shifts, including, but not limited to, weekly sales meetings, and are
20 entitled to one hour of pay for their rest periods.

21 16. From time to time, when DEFENDANT did not accurately record PLAINTIFF's and
22 other Aggrieved Employees' missed meal and rest breaks and/or also failed to pay the proper minimum
23 wages and separate compensation for rest breaks, the wage statements issued to PLAINTIFF and other
24 Aggrieved Employees by DEFENDANT violated California law, and in particular, Labor Code Section
25 226(a). Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to
26 PLAINTIFF an itemized wage statement that lists all the requirements under California Labor Code 226
27 et seq. even when it paid separate compensation for rest breaks, because the wage statement failed to
28 reflect the total number of hours and the hourly rate for the separate rest break compensation.

1 17. Additionally, from time-to-time during the PAGA PERIOD, DEFENDANTS issued
2 PLAINTIFF and AGGRIEVED EMPLOYEES inaccurate wage statements that failed to show, among
3 other things, all applicable hourly rates in effect during the pay period and the corresponding amount
4 of time worked at each hourly rate and correct rates of pay. For instance, on numerous occasions,
5 PLAINTIFF received renumeration from DEFENDANTS described as "REST/RECOVER."
6 DEFENDANTS violated California Labor Code Section 226 by failing to list the applicable hourly
7 rate and the corresponding number of hours calculated at the applicable hourly rate for this line item.
8 PLAINTIFF, and all those similarly situated AGGRIEVED EMPLOYEES, suffered damage as a
9 result of DEFENDANTS' aforementioned violation because he could not promptly and easily
10 determine from the wage statement alone the applicable hourly rate and the corresponding number of
11 hours at the applicable hourly rate for this line item of renumeration described as "REST/RECOVER".

12 18. DEFENDANT as a matter of corporate policy, practice and procedure, intentionally,
13 knowingly and systematically failed to reimburse and indemnify PLAINTIFF and the other Aggrieved
14 Employees for required business expenses incurred by the PLAINTIFF and other Aggrieved Employees
15 in direct consequence of discharging their duties on behalf of DEFENDANT. Under California Labor
16 Code Section 2802, employers are required to indemnify employees for all expenses incurred in the
17 course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
18 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
19 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of
20 the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed
21 them to be unlawful."

22 19. In the course of their employment PLAINTIFF and other Aggrieved Employees as a
23 business expense, were required by DEFENDANT to use their own personal cellular phones as a result
24 of and in furtherance of their job duties as employees for DEFENDANT but were not fully reimbursed
25 or indemnified by DEFENDANT for the cost associated with the use of their personal cellular phones
26 for DEFENDANT's benefit. Specifically, PLAINTIFF and other Aggrieved Employees were required
27 by DEFENDANT to use their personal cell phones to for work related issues. As a result, in the course
28 of their employment with DEFENDANT the PLAINTIFF and other Aggrieved Employees incurred

unreimbursed business expenses which included, but were not limited to, costs related to the use of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

20. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to compensate PLAINTIFF and the other Aggrieved Employees for missed meal and rest periods. This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment for all time worked as required by California law which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors who complied with the law. To the extent equitable tolling operates to toll claims by the Aggrieved Employees against DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

21. As a result of DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT failed to properly calculate and/or pay all required compensation for work performed by the members of the CALIFORNIA CLASS and violated the California Labor Code and regulations promulgated thereunder as herein alleged.

22. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally required off-duty meal breaks to him and paid rest periods to him at his regular rate of pay as required by the applicable Wage Order and Labor Code. DEFENDANT failed to compensate PLAINTIFF for his missed meal and rest breaks. The nature of the work performed by PLAINTIFF did not prevent him from being relieved of all of his duties for the legally required off-duty meal periods. Further, DEFENDANT failed to provide PLAINTIFF with a second off-duty meal period each workday in which PLAINTIFF was required by DEFENDANT to work ten (10) hours of work. As a result, DEFENDANT'S failure to provide PLAINTIFFS with the legally required second off-duty meal period is evidenced by DEFENDANT's business records. From time to time, and as a result of DEFENDANT not accurately recording all missed meal and rest periods, and failing to pay minimum wages due for all time worked and separate compensation for rest breaks, the wage statements issued to PLAINTIFF by DEFENDANT violated California law, and in particular, Labor Code Section 226(a). To date, DEFENDANT has yet to pay PLAINTIFF all of his wages due to him and all premiums due to him for missed meal and rest breaks and DEFENDANT has failed to pay any penalty wages owed to him under

1 California Labor Code Section 203.

2 **JURISDICTION AND VENUE**

3 23. This Court has jurisdiction over this Action pursuant to California Code of Civil
4 Procedure, Section 410.10.

5 24. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections
6 395 and 395.5, because DEFENDANT (i) currently maintains and at all relevant times maintained
7 offices and facilities in this County and/or conducts substantial business in this County, and (ii)
8 committed the wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

9 **FIRST CAUSE OF ACTION**

10 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

11 **[Cal. Lab. Code §§ 2698 et seq.]**

12 **(Alleged by PLAINTIFF against all Defendants)**

13 25. PLAINTIFF realleges and incorporate by this reference, as though fully set forth herein,
14 the prior paragraphs of this Complaint.

15 26. PAGA is a mechanism by which the State of California itself can enforce state labor laws
16 through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law
17 enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law
18 enforcement action designed to protect the public and not to benefit private parties. The purpose of
19 the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as
20 private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature
21 specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys
22 general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly,
23 PAGA claims cannot be subject to arbitration.

24 27. PLAINTIFF, and such persons that may be added from time to time who satisfy the
25 requirements and exhaust the administrative procedures under the Private Attorney General Act, bring
26 this Representative Action on behalf of the State of California with respect to herself and all individuals
27 who are or previously were employed by DEFENDANT in California during the time period of
28 November 18, 2019 until the present (the "AGGRIEVED EMPLOYEES").

1 28. On November 18, 2020, PLAINTIFF gave written notice by certified mail to the Labor
2 and Workforce Development Agency (the "Agency") and the employer of the specific provisions
3 of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached
4 hereto and incorporated by this reference herein. The statutory waiting period for PLAINTIFF to add
5 these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF
6 may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of
7 the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

8 29. The policies, acts and practices heretofore described were and are an unlawful business
9 act or practice because Defendant (a) failed to pay PLAINTIFF and other AGGRIEVED EMPLOYEES
10 minimum wages and separately compensated rest breaks at their regular rate of pay, (b) failed to provide
11 PLAINTIFF and other AGGRIEVED EMPLOYEES legally required meal and rest breaks, (c) failed to
12 provide accurate itemized wage statements, and (d) failed to timely pay wages, all in violation of the
13 applicable Labor Code sections listed in Labor Code §2699.5, including but not limited to Labor Code
14 §§ 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 512, 558, 1194, 1197, 1197.1, and 2802, and the
15 applicable Industrial Wage Order(s), and thereby gives rise to statutory penalties as a result of such
16 conduct. PLAINTIFF hereby seeks recovery of civil penalties as prescribed by the Labor Code Private
17 Attorney General Act of 2004 as the representative of the State of California for the illegal conduct
18 perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

19 30. Some or all of the conduct and violations alleged herein occurred during the PAGA
20 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFF
21 during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that affected other
22 AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504, 519; See
23 also *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 [“PAGA allows an
24 “aggrieved employee”—a person affected by **at least one** Labor Code violation committed by an
25 employer—to pursue penalties for all the Labor Code violations committed by that employer.”],
26 Emphasis added, reh'g denied (June 13, 2018).)

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and severally,
3 as follows:

4 1. On behalf of the State of California and with respect to all AGGRIEVED
5 EMPLOYEES:

- 6 a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
7 General Act of 2004; and
8 b. An award of penalties, attorneys' fees and costs of suit, as allowable under the
9 law.

10
11 Dated: November 20, 2020

Respectfully Submitted,
ZAKAY LAW GROUP, A.P.C.

12
13 By: _____
14 Shani O. Zakay
15 Attorneys for Plaintiff
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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SUBURBAN BUICK GMC CADILLAC, LLC.
c/o Ginger Presley
2600 Harbor Blvd.
Costa Mesa, CA 92626



9590 9402 6111 0209 9344 39

2. Article Number (Transfer from service label)

7020 2450 0001 4373 5188

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ YesIf YES, enter delivery address below: ☐ No

Atavich 11.18.20

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery
(00)

EXHIBIT 3

EXHIBIT 4

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Alavicheh v. Suburban (002-175)							
10/26/2020	No	Tesla Stone	Send CIP; Set up new case file, File Maintenance	150.00	1:30	225.00	225.00
11/18/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	240.00
11/18/2020	No	Tesla Stone	Draft PAGA; File and Submit; Mail	150.00	1:30	225.00	465.00
12/30/2020	No	Jean Claude Lapuyade	Fact Investigation - Analyze Client File and TCW Client	550.00	2:54	1,595.00	2,060.00
01/22/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	2,090.00
01/22/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	2,105.00
01/27/2021	No	Tesla Stone	File Complaint; File Maintenance	150.00	1:30	225.00	2,330.00
01/29/2021	No	Tesla Stone	Submit Court Complaint	150.00	0:18	45.00	2,375.00
03/17/2021	No	Tesla Stone	File POS of Complaint; File Maintenance; Circulate	150.00	0:18	45.00	2,420.00
04/20/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	2,450.00
04/22/2021	No	Tesla Stone	Draft SI; Serve	150.00	1:30	225.00	2,675.00
05/17/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:18	45.00	2,720.00
05/25/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	2,750.00
05/27/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	2,780.00
06/23/2021	No	Jean Claude Lapuyade	Drafted Stip to Continue CMC	550.00	1:00	550.00	3,330.00
07/15/2021	No	Jean Claude Lapuyade	Discovery - Review and Revised - SI (Set 2), RFP (Set 1), RFA (Set 1)	550.00	2:24	1,320.00	4,650.00
08/09/2021	No	Tesla Stone	MTC Reply	150.00	3:00	450.00	5,100.00
08/09/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	5,115.00
08/12/2021	No	Tesla Stone	Draft Joint SC; File and Serve; File Maintenance; Circulate	150.00	1:30	225.00	5,340.00
08/13/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:18	45.00	5,385.00
08/20/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:18	45.00	5,430.00
08/23/2021	No	Tesla Stone	Draft Notice of Ruling; File and Serve	150.00	1:30	225.00	5,655.00
09/23/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:06	15.00	5,670.00
09/23/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	5,685.00
10/08/2021	No	Tesla Stone	Draft COA; File and Serve	150.00	1:00	150.00	5,835.00
10/08/2021	No	Jean Claude Lapuyade	Drafted Change of Address	550.00	1:00	550.00	6,385.00
10/08/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	6,400.00
10/18/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	6,415.00
10/19/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:06	15.00	6,430.00
10/31/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	6,445.00
11/08/2021	No	Tesla Stone	Draft Stip. to Cont.; File and Serve	150.00	1:30	225.00	6,670.00
11/20/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	6,685.00
12/28/2021	No	Jean Claude Lapuyade	Drafted Mediation Brief	550.00	6:30	3,575.00	10,260.00
12/31/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	10,275.00
01/07/2022	No	Tesla Stone	File Maintenance; Circulate	150.00	0:06	15.00	10,290.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
01/07/2022	No	Tesla Stone	Review Mediation Brief; File Maintenance; Circulate	150.00	1:00	150.00	10,440.00
01/11/2022	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	10,455.00
01/12/2022	No	Jean Claude Lapuyade	Prepared for Mediation - Reviewed Client Documents and Briefing	550.00	4:30	2,475.00	12,930.00
01/12/2022	No	Tesla Stone	Sort DEF Docs	150.00	0:30	75.00	13,005.00
01/13/2022	No	Jean Claude Lapuyade	Attended Mediation	550.00	8:00	4,400.00	17,405.00
01/18/2022	No	Eddie Garcia	Drafted Individual Settlement Agreement	400.00	3:36	1,440.00	18,845.00
01/18/2022	No	Tesla Stone	Review MOU; File Maintenance; Circulate	150.00	0:54	135.00	18,980.00
01/18/2022	No	Eddie Garcia	PAGA Settlement Agreement	400.00	4:48	1,920.00	20,900.00
01/25/2022	No	Eddie Garcia	Motion for Settlement Approval	400.00	4:30	1,800.00	22,700.00
01/27/2022	No	Eddie Garcia	Phone Call with client re SAR	400.00	0:18	120.00	22,820.00
02/02/2022	No	Eddie Garcia	Correspondence with OC regarding SAR	400.00	0:18	120.00	22,940.00
02/02/2022	No	Eddie Garcia	PAGA Approval Motion Revisions	400.00	1:12	480.00	23,420.00
02/08/2022	No	Eddie Garcia	Correspondence regarding Admin bid.	400.00	0:42	280.00	23,700.00
02/09/2022	No	Jean Claude Lapuyade	Emails to/from OC Re Meet & Confer Status Conference	550.00	0:30	275.00	23,975.00
02/11/2022	No	Eddie Garcia	Correspondence regarding SAR and Class Notice	400.00	0:18	120.00	24,095.00
02/15/2022	No	Eddie Garcia	Revisions to PAGA Approval Motion	400.00	0:36	240.00	24,335.00
03/09/2022	No	Eddie Garcia	Phone Call with client w/ status	400.00	0:24	160.00	24,495.00
03/10/2022	No	Eddie Garcia	Follow up regarding SARs with OC	400.00	0:18	120.00	24,615.00
03/15/2022	No	Eddie Garcia	Correspondence with OC re SAR	400.00	0:18	120.00	24,735.00
03/21/2022	No	Eddie Garcia	Revisions to Settlement Approval Motion	400.00	1:12	480.00	25,215.00
03/30/2022	No	Eddie Garcia	Email Correspondence - Status of SAR	400.00	0:18	120.00	25,335.00
04/05/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Settlement Agreement	550.00	0:24	220.00	25,555.00
05/13/2022	No	Eddie Garcia	Revisions to SAR after OC's comments	400.00	0:42	280.00	25,835.00
05/20/2022	No	Eddie Garcia	Emails to/from OC re SARS	400.00	0:24	160.00	25,995.00
05/22/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Agreement Status	550.00	0:30	275.00	26,270.00
05/26/2022	No	Eddie Garcia	Emails to/from OC re execution of SAR	400.00	0:18	120.00	26,390.00
05/31/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OPC Re Settlement Agreement	550.00	0:36	330.00	26,720.00
05/31/2022	No	Jean Claude Lapuyade	Legal Research - PAGA Approval Motion Standards and Issues	550.00	4:00	2,200.00	28,920.00
06/02/2022	No	Jean Claude Lapuyade	Emails to/from OPC Re Settlement Agreement	550.00	0:30	275.00	29,195.00
06/06/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted, Reviewed and Revised Motion for Approval	550.00	3:42	2,035.00	31,230.00
06/07/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited PAGA Approval Motion	550.00	1:12	660.00	31,890.00
07/05/2022	No	Jean Claude	Law and Motion - Reviewed and Revised	550.00	3:18	1,815.00	33,705.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade	Approval Motion				
07/06/2022	No	Eddie Garcia	Emails to/from OC re Def's Dec. re number of Aggrieved Employees and Pay Periods.	400.00	0:18	120.00	33,825.00
Total for Alavicheh v. Suburban (002-175)					82:00	\$33,825.00	

EXHIBIT 5

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Alavicheh v. Suburban (002-175)								
11/19/2020	Expense		LWDA		Client costs deferred	Chase Card 7349	75.00	75.00
11/30/2020	Journal Entry	Nov. 2020 Postage		Postage for Nov. 2020	Client costs deferred	-Split-	7.80	82.80
11/30/2020	Journal Entry	Nov. 2020 Postage		Copies for Nov. 2020	Client costs deferred	-Split-	1.80	84.60
04/30/2021	Journal Entry	Apr. 2022 Postage		Copies for Apr. 2021	Client costs deferred	-Split-	1.50	86.10
04/30/2021	Journal Entry	Apr. 2022 Postage		Postage for Apr. 2021	Client costs deferred	-Split-	0.71	86.81
08/09/2021	Expense		One Legal LLC	One Legal Order Number: 16732403 - Filing Fee: Objection	Client costs deferred	Chase Card 7349	14.67	101.48
08/31/2021	Journal Entry	August 2021 Postage		Copies for Aug 2021	Client costs deferred	-Split-	0.10	101.58
10/08/2021	Expense		One Legal LLC	One Legal Order Number: 17037968 - Filing Fee Re: Notice of Change of Address and/or Telephone	Client costs deferred	Chase Card 7349	14.67	116.25
11/15/2021	Journal Entry	Sept 2022 Postage		Copies for Sep 2021	Client costs deferred	-Split-	1.30	117.55
12/01/2021	Check	2665	JAMS	Invoice #1240024925 - Mediation	Client costs deferred	US Bank-Checking - 4270	150.00	267.55
12/02/2021	Check	2670	JAMS	Invoice #5909890 - Mediation	Client costs deferred	US Bank-Checking - 4270	2,454.00	2,721.55
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	Client costs deferred	-Split-	0.30	2,721.85
01/31/2022	Journal Entry	Jan 2022 Postage		Postage for Jan 2022	Client costs deferred	-Split-	0.53	2,722.38
01/31/2022	Check	2725	Berger Consulting Group	Invoice No. 5483	Client costs deferred	US Bank-Checking - 4270	375.00	3,097.38
01/31/2022	Journal Entry	Jan 2022 Postage		Copies for Jan 2022	Client costs deferred	-Split-	0.20	3,097.58
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	Client costs deferred	-Split-	0.10	3,097.68
Total for Alavicheh v. Suburban (002-175)							\$3,097.68	
TOTAL							\$3,097.68	