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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

SEYED RAMIN ASBAGHI, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiff,

vs.

PUTNAM CHEVROLET CADILLAC, INC., a California corporation; PUTNAM CHEVROLET CADILLAC, LLC, a California limited liability company; PUTNAM GM, an unknown business entity; and DOES 1 through100, inclusive,

Defendants.

Case No.: 21-CIV-04343

Honorable Jeffrey R. Finigan
Department 24

DECLARATION OF VARTAN MADOYAN IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

[Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement Agreement; Declaration of Plaintiff (Seyed Ramin Asbaghi); and [Proposed] Order and Judgment filed concurrently herewith]

Hearing Date: October 11, 2024
Hearing Time: 2:00 p.m.
Department: 24

Complaint Filed: August 12, 2021
Trial Date: None Set

DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Seyed Ramin Asbaghi ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment representatives and class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is attorney of record in dozens of employment-related putative class actions and representative actions in both state and federal courts in the State of California. Lawyers for Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements.

3. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations.

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He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative cases have resulted in settlements that have been granted court approval, including and not limited to, those listed in paragraph 6 herein. He has handled over one hundred and fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

4. Joanna Ghosh is a Senior Member of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She also has extensive experience with class action and/or representative action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a

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member of the California Employment Lawyers Association.

5. I, Vartan Madoyan, am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and a Juris Doctor degree from Loyola Law School in 2011, graduating with Cum Laude and Order of the Coif honors. I am admitted to practice before all courts in the State of California and all U.S. District Courts in California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central District of California, from June 2009 to August 2009. I externed for the Honorable Gary A. Feess of the United States District Court, Central District of California, from January 2010 to May 2010. From 2011 through and including the present, I have practiced almost exclusively on complex wage and hour class action and PAGA action matters in California. From October 2011 to June 2013, I was an Associate at Littler Mendelson's Century City, California office, working for one of the largest employer-side labor and employment law firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton's Century City, California office. From March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP's Los Angeles office. From August 2023 to the present, I have been a Member of Lawyers *for* Justice, PC. I have taken and defended dozens of depositions and successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and hour class action and PAGA case through a trial verdict in the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I have also successfully handled briefing on appeal regarding employer efforts to compel arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have extensive experience with settlements of class

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actions and PAGA actions and have handled and supervised this process in over one hundred (100) cases.

EXAMPLES OF RESULT IN REPRESENTATIVE AND CLASS ACTION CASES

6. What follows are just a few examples of the type of results Lawyers *for* Justice, PC ("LFJ") has achieved on behalf of its clients:

a) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a major property management company involving allegations of misclassification of various "manager" positions. On September 20, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC400414.

b) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of household items involving allegations of misclassification of the "Assistant Store Manager" position. On October 28, 2010, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

c) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national property management company involving allegations of misclassification of the "Property Manager" position. On May 23, 2012, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC430918.

d) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer involving allegations of misclassification of the "Store Manager" position. On June 10, 2011, the court granted plaintiffs' motion for class certification. On August 26, 2013, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC424012.

e) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a bank, involving allegations of

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misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval of the class and PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-273194-LHB.

f) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national wholesale distributor of plumbing and builder supplies, involving allegations of misclassification of multiple salaried “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

g) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class action against a multinational corporation that provides global workplace solutions, involving allegations of misclassification of the “Operations Manager” position. On September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles County Superior Court Case Number is BC478769.

h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale

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hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the "Department Manager" position. On August 12, 2016, the court granted the plaintiffs' motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action

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settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, *review denied*, *cert. denied* (U.S. Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00810013-CU-OE-CXC.

s) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a lumber and hardware company on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2014-00747750-CU-OE-CXC.

t) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a property management company, on behalf of non-exempt employees. On June 14, 2017, the court granted final approval of the class and PAGA

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representative action settlement. The Los Angeles County Superior Court Case Number is BC586234.

u) LFJ represented the plaintiff in a wage-and-hour class and PAGA representative action against a food company on behalf of non-exempt employees. On June 30, 2017, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175871.

v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a chocolate company on behalf of non-exempt employees. On July 19, 2017, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG15764300.

w) LFJ represented the plaintiff in a PAGA representative action, against the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On October 18, 2017, the court granted approval of the PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569664.

x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of plastic containers on behalf of non-exempt employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On December 11, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569646.

z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final

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approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a global provider of flexible office space solutions. On February 15, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

bb) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County Superior Court Case Number is VCU264528.

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

dd) LFJ, in association with co-counsel therein, represented the plaintiff in a PAGA representative action against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court granted approval of the PAGA representative action settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

ee) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is 4886.

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ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the court granted final approval of the class and PAGA representative action settlement. The Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

hh) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class and PAGA representative action against a medical equipment supplier on behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion for class certification and certified a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law regarding PAGA claims, *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval of the PAGA representative action settlement. The San Diego County Superior Court Case Number is 34-2015-00175330.

jj) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a large national drug testing laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the plaintiff's motion for class certification and certified a class. On October 28, 2022, the court

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granted final approval of the class and PAGA representative action settlement. The San Diego County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of sportswear, footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's motion for class certification and certified a class. The Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the Judicial Council Coordination Proceeding Number is 4930.

ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

mm) LFJ represents the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. The Solano County Superior Court Case Number is FCS051001.

nn) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The Los Angeles County Superior Court Case Number is BC707670.

THE SETTLEMENT REACHED IN THE ACTION

7. Marked and attached hereto as "**EXHIBIT 1**" is the Private Attorneys General Act Settlement Agreement and Limited Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiff Seyed Ramin Asbaghi, for himself and on behalf of

the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant Putnam Chevrolet Cadillac, LLC ("Defendant"). The Agreement also contemplates, and Plaintiff has provided, a letter ("Cover Letter") for mailing to PAGA Employees at the same time that PAGA Employee Funds are distributed to them, in substantially the form attached as "EXHIBIT A" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement. The Court is respectfully requested to approve the proposed Cover Letter.

8. The PAGA Employees covered by the Settlement consist of the following individuals:

> All current and former hourly-paid or non-exempt employees who were employed by Defendant within the State of California, including but not limited to such employees who eared commissions/shift differentials/non-discretionary bonuses/non-discretionary performance pay which were not used to calculate the correct regular rate of pay used to calculate the overtime rate ("Aggrieved Employees in Subgroup A"), and all current and former salaried internet sales managers, internet directors, vehicle salespersons, or persons who held similar job titles and/or performed similar job duties, misclassified as "exempt" who were employed by Defendant within the State of California ("Aggrieved Employees in Subgroup B")(Aggrieved Employees in Subgroup A and Aggrieved Employees in Subgroup B, collectively hereinafter referred to as the "PAGA Employees")

which were employed at any time during the PAGA Release Period ("PAGA Employees"). The "PAGA Period" means the period between November 19, 2019, through May 31, 2023. Defendant has represented that there are approximately one hundred and forty-one (141) PAGA Employees who worked approximately 5,700 Pay periods.

9. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on November 3, 2020, and subsequently submitting an amended letter on November 19, 2020 (together, the "PAGA Notice"). The PAGA Notice was sent by U.S. Certified Mail to the employer and was

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submitted to the LWDA by way of online submission on the LWDA's website. The LWDA did not respond to the PAGA Notice that was sent on behalf of Plaintiff. A true and correct copy of the November 3, 2020 PAGA Notice is attached hereto as "**EXHIBIT 2**." A true and correct copy of Plaintiff's November 19, 2020 letter is attached hereto as "**EXHIBIT 3.**"

10. The Settlement is for the gross amount of Five Hundred Seventy Thousand Dollars and Zero Cents ($570,000.00) ("Gross Settlement Fund"), which Defendant will pay under the Settlement. The Settlement Agreement provides that the "Net PAGA Settlement Fund" equals the Gross Settlement Fund less the court approved (1) Attorneys' Fees and Costs in the amount of $228,000.00 for attorneys' fees and no more than $20,000.00 for reimbursement of litigation costs and expenses to Lawyers for Justice, PC ("Plaintiff's Counsel"); (2) General Release Fee of $7,500.00 to Plaintiff; and (3) Settlement Administration Costs up to maximum of $10,000.00 to the Settlement Administrator. Plaintiff's Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of $11,386.86. After obtaining multiple settlement administration bids from third-party administration companies, the parties have agreed to retain Simpluris, Inc. ("Simpluris" or "Settlement Administrator") to handle the administration of the Settlement, based on the Parties' positive experience with Simpluris and the fact that Simpluris provided the most cost-efficient bid. Thus, the Court is respectfully requested to appoint Simpluris to serve as the Settlement Administrator. The Settlement Agreement provides for Administration Costs up to a maximum of $10,000.00 to be paid out of the Gross Settlement Fund. Simpluris quote, however, is $2,750.00 for its administration services. Assuming that the requested Attorneys' Fees and Costs, General Release Fee, and the lower Settlement Administration Costs of $2,750.00, are approved by the Court, the Net PAGA Settlement Fund is estimated to be approximately $320,363.14. The Net PAGA Settlement Fund will be distributed to the LWDA and the PAGA Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net PAGA Settlement Fund will be distributed to the LWDA, which is estimated to be $240,272.35 ("LWDA PAGA Payment"), and twenty-five percent (25%) of the Net PAGA Settlement Fund, which is estimated to be

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$80,090.79(“PAGA Employees Fund”), will be distributed to the PAGA Employee on a *pro rata* basis, based on the number of semi-monthly pay period (or their equivalent) that he or she worked for Defendant or any Release Party in the State of California during the PAGA Period.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL

11. The effectiveness of Plaintiff's Counsel, Lawyers for Justice, PC , in prosecuting this case has translated into tangible monetary benefits for Plaintiff, PAGA Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

12. After engaging in extensive investigations, informal discovery, and exchange of information, the parties participated in settlement negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a full-day mediation on April 12, 2023, conducted by Jill R. Sperber, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the parties reached the Settlement described herein. In the course of mediation and settlement negotiations, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, misclassification claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, arbitration agreements, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial position. The Parties reached a settlement at mediation, with the aid of the mediator’s evaluation.

13. Prior to reaching the Settlement, the Parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted significant investigation and informal discovery and exchange of information, documents, and

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data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a large volume of information, documents, and data obtained from Plaintiff, Defendant, and other sources. The information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were not limited to, Plaintiff's Personnel File; detailed samplings of PAGA Employees' time, payroll, and earnings records; multiple iterations of applicable Employee Handbooks and relevant employment policies and practices; and relevant employment forms, agreements, and acknowledgments, among other documents. Counsel for the parties undertook significant investigation and evaluation of Plaintiff's claims and allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, case management, the mediation, and settlement, among other issues; case strategy and analysis; drafting, reviewing, and revising the pleadings, court filings, the mediation brief, memorandum of understanding, and settlement approval motion papers; and preparing for and appearing for court proceeding, mediation, and settlement negotiations. Counsel for the Parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, misclassification claims, off-the-clock theory, meal and rest periods, wage-and-hour enforcement.

14. Based on investigation and information discovered, Plaintiff's Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery.

15. Plaintiff and his counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the

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imposition of penalties. Plaintiff's core allegation is that Defendant has violated the California Labor Code and owes civil penalties under PAGA by failing to pay overtime and minimum wages, failure to provide meal and rest periods, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

16. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against its hourly employees, and that it had, and continues to have, legally compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code including, but not limited to, those sections for which Plaintiff seeks penalties under the PAGA. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

17. Even if Defendant failed on its defenses, Plaintiff would inevitably face other challenges in court. For example, Defendant challenged Plaintiff's standing as an aggrieved employee and denied that any of Defendant's other employees whom Plaintiff seeks to represent are aggrieved. Aside from challenges relating to standing, Defendant would have likely sought bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to Plaintiff. Defendant also contended that an important feature of the PAGA statute is that a court has discretion to reduce the penalties to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations

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occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

18. Counsel for the Parties invested time reviewing, analyzing, and considering relevant information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendants, and this information made it possible to calculate the potential value and strength of the PAGA claim. Accordingly, the Parties have conducted sufficient investigation and review of information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The Parties have also considered the settlement negotiations and the recommendations of the mediator, Jill R. Sperber, Esq., who is highly experienced in mediating complex labor and employment matters. The Parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

19. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of $228,000.00, which represents approximately forty percent (40%) of the Gross Settlement Fund, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency-fee of at least forty-five percent (45%) of the recovery. The Attorneys' Fees Payment sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that

Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this matter.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

20. Plaintiff's Counsel seeks reimbursement of $11,386.86 for litigation costs and expenses incurred in this case, as reflected in the Cost Detail attached hereto as "**EXHIBIT 4**." It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount ($20,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of more than $8,600 will be part of the Net PAGA Settlement Fund.

GENERAL RELEASE FEE TO PLAINTIFF

21. In recognition of his efforts and work in spearheading the litigation of this matter, as well as for his broader individual release of claims with a California Civil Code Section 1542 waiver, the Settlement provides a General Release Fee to Plaintiff in the total amount of $7,500.00 to be paid out of the Gross Settlement Fund, subject to approval by the Court. The requested General Release Fee is fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. The Plaintiff has spent a substantial amount of time and effort discussing his employment with his counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. The Plaintiff was available whenever his counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition to the PAGA Employee Funds he will receive as an PAGA Employee for his share of the Net PAGA Settlement Fund.

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22. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

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

Executed this 18th day of September 2024, at Glendale, California.

Vartan S. Madoyan

Vartan Madoyan

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EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND LIMITED RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Agreement") is made by and between SEYED RAMIN ASBAGHI ("Plaintiff'), on behalf of himself and as a proxy/agent for the California Labor Workforce Development Agency ("LWDA"), and PUTNAM CHEVROLET CADILLAC, LLC ("Defendant"). Plaintiff and Defendant are collectively referred to herein as the "Parties" and each may be individually referred to as a "Party."

WHEREAS, Plaintiff filed on August 12, 2021, the action currently pending in the Superior Court of California, County of San Mateo, entitled Asbaghi v. Putnam Chevrolet Cadillac, Inc., et al., Case No. 2l-CIV-04343(the "Lawsuit"),

WHEREAS, certain disputes have arisen between the Parties concerning Defendant's wage statements, payment of wages, maintenance of work records and related employment practices, as applied to employees employed by Defendant in California between November 19, 2019, and May 31, 2023 (the "PAGA Period"). These employees are all current and former hourly-paid or non-exempt employees who were employed by Defendant within the State of California, including but not limited to such employees who eared commissions/shift differentials/non-discretionary bonuses/non-discretionary performance pay which were not used to calculate the correct regular rate of pay used to calculate the overtime rate ("Aggrieved Employees in Subgroup A"), and all current and former salaried internet sales managers, internet directors, vehicle salespersons, or persons who held similar job titles and/or performed similar job duties, misclassified as "exempt" who were employed by Defendant within the State of California ("Aggrieved Employees in Subgroup B") (Aggrieved Employees in Subgroup A and Aggrieved Employees in Subgroup B, collectively hereinafter referred to as the "PAGA Employees").

WHEREAS, the Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Representative Claim, and have arrived at the settlement after extensive, arms-length negotiations in a full day private mediation, taking into account all relevant factors, present and potential ("Settlement").

WHEREAS, California Labor Code section $699(l) requires Court approval of "any penalties sought as part of a proposed settlement agreement" pursuant to PAGA.

NOW THEREFORE, in consideration of the promises and agreements contained herein, the Parties agree and covenant as follows:

1. EFFECTIVE DATE

"Effective Date" will be 10 days after the motion for approval is granted.

2. RELEASES

Release by LWDA and Plaintiff. Upon the Effective Date and full funding of all payments described herein, the LWDA and Plaintiff, shall fully release and forever discharge claims for civil penalties under PAGA as plead or that could have been plead arising out of the same operative facts set forth the Complaint or the predicate PAGA letter arising during the PAGA Period ("Released Claims"), against Defendant and its past, present, and future parents, affiliated companies, subsidiaries, divisions, predecessors, successors, partners, joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns, and each of their past, present and future officers, investors, directors, executives, trustees, agents, executive-level employees, attorneys, representatives, and any other persons or entities acting on behalf of or in concert with any of the foregoing, including, but expressly not limited to PUTNAM CHEVROLET CADILLAC, INC.

(hereinafter "Released Parties"). Such claims for Civil Penalties include, but are not necessarily limited to, claims predicated upon the alleged violation of Labor Code section 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1197, 1197.1, 1198, 2800, 2802, and 2699, and IWC Wage Order 7-2001

It is understood and agreed that this Agreement neither releases the Released Parties from liability, if any, to PAGA Employees for violations of any predicate statutes other than PAGA, nor effects a waiver of claims by PAGA Employees against the Released Parties for the same, except that the Released Parties retain and are entitled to assert any and all arguments or defenses they believe they have as to the PAGA Employees, including res judicata, collateral estoppel, or equitable estoppel, on the basis that any or all PAGA Employees have been fully compensated for any and all alleged injuries, as a result of this Settlement and the payments described herein.

Release by Plaintiff. The Parties agree that the PAGA Representative will execute a full general release with Civil Code Section 1542 waiver in exchange for a general release fee of $7,500.

3. SETTLEMENT APPROVAL BY COURT

Plaintiff to Prepare. Plaintiff's Counsel shall prepare, file and serve a motion or stipulation for approval of the PAGA penalties pursuant to California Labor Code §2699(1) advocating that the penalties are fair, adequate, and reasonable, which will draw no opposition from Defendant or Defense Counsel.

4. NOTICE TO PAGA EMPLOYEES

No later than 20 days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of all PAGA Employees (the "PAGA Employees List"). The PAGA Employees List shall state each PAGA Employee's (1) full name, (2) last known address, (3) social security number, and (4) the total number of semi-monthly pay periods (or their equivalent) worked during the PAGA Period. This information shall be treated as and remain confidential and shall be used solely to manage the notice process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.

No later than 20 days after receipt of the Gross Settlement Fund (defined below) from Defendant, the Settlement Admini*strator* will mail settlement checks and a letter explaining why the check is being sent to the PAGA Employees identified on the PAGA Employees List. Prior to mailing the Notices, the Settlement Administrator shall check the addresses provided using the National Change of Address database. Should any of the Notices be returned as undeliverable, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the PAGA Employee (via a skip trace or other reasonable method) and to re-mail Notices to the traced address.

5. SETTLEMENT PAYMENT PROCEDURES:

Gross Settlement Fund. No later than 20 days after the Effective Date, Defendant hereby agrees to make a payment to an account designated by the Settlement Administrator in the amount of Five Hundred Seventy Thousand **Dollars and Zero Cents** ($570,000.00)) ("Gross Settlement Fund"), which shall be all inclusive, encompassing (i) all payments to the LWDA and PAGA Employees, (ii) any and all costs of third party administration of the settlement, (iii) Plaintiff's general release fee, and (iv) Plaintiff's counsel's attorneys' fees and costs.

5.1.1. **Escalation.** The Gross Settlement Fund amount was negotiated based on the expressed estimate of 5,700 semi-monthly pay periods collectively worked by all PAGA Employees during the PAGA Period. If the data submitted to the Settlement Administrator reflects an actual number of semi-monthly pay periods collectively worked by all PAGA Employees during the PAGA Period that exceeds 10.00% percent of the collective pay periods (6270 semi-monthly periods, or the "Escalation Threshold"), then the Gross Settlement Fund shall increase on *a pro rata* share by the percentage that the actual number exceeds the Escalation Threshold. By way of example, if the actual number of collective pay periods were 6,400, the actual number would exceed the Escalation Threshold by 130 periods, which would increase the Gross Settlement Fund by approximately 2.07% to $581,799.00

Net PAGA Settlement Fund. The Net PAGA Settlement Fund equals the Gross Settlement Fund less court-approved attorneys' fees and costs, Plaintiffs general release fee, and Administration Costs. The Net PAGA Settlement Fund shall be utilized and shall encompass all payments to be made to the LWDA and PAGA Employees.

5.1.2. Any costs for administering the payments and Notices as specified in this Agreement, up to a maximum of $10,000.00 ("Administration Costs"), will be deducted from the Gross Settlement Fund. Plaintiff's counsel will obtain bids from multiple settlement administrators, and the Parties will select a mutually agreeable administrator.

5.1.3. The Net Settlement Fund shall be allocated to civil penalties (the "Penalties Fund"). A total of seventy-five percent (75%) of the Penalties Fund, shall be paid to the California Labor & Workforce Development Agency ("LWDA PAGA Payment"). The remaining twenty-five percent (25%) of the Penalties Fund shall be paid to the PAGA Employees (the "PAGA Employees Fund"). The entirety (100%) of the PAGA Employees Fund shall be payable to the PAGA Employees, and each PAGA Employee shall receive *a pro rata* share of this amount as further detailed below.

Allocation of PAGA Employees' Fund. Each PAGA Employee shall be sent a pro rata share of the PAGA Employees Fund. Each PAGA Employee's pro rata share shall be determined based on the number of semi-monthly pay periods (or their equivalent) that he or she worked for Defendant or any Released Party in the State of California during the PAGA Period, calculated as follows: the total number of semi-monthly pay periods (or their equivalent) worked by each individual *divided* by the aggregate number of semi-monthly pay periods (or their equivalent) worked by all aggrieved employees.

Distribution and Taxes: Because all amounts recovered pursuant to this settlement are civil penalties claimed under PAGA, the PAGA Employees Fund shall be treated as 1099 income. The PAGA Employees Fund will be reported on IRS Form 1099 by the Settlement Administrator, if required, and provided to the respective PAGA Employee and applicable governmental authorities. Within twenty (20) calendar days of distributing the Gross Settlement Fund, the Settlement Administrator shall provide to Plaintiff's and Defendant's Counsel written confirmation verifying that it effected disbursement of the Gross Settlement Fund pursuant to the terms of this Agreement.

Expiration of Settlement Checks: Settlement checks issued to PAGA Employees pursuant to this Agreement will expire one hundred and eighty (180) days from the date they are issued by the Settlement Administrator. After the 180 day-period, the Settlement Administrator shall remit any unclaimed funds to the Unclaimed Property Fund with an identification of the PAGA Employees and the amounts allocated to each.

Attorneys' Fees and Costs: Defendant also agrees that Plaintiff's attorneys shall be entitled to claim an Attorneys' Fees Payment of 40.00% of the Gross Settlement Fund ($228,000.00) and an Attorneys' Costs Payment of actual costs of no more than $20,000.00 as compensation for the actual, reasonable attorneys' fees and reimbursement of costs incurred in connection with work performed to litigate the Lawsuit, which shall be deducted by the administrator from the Gross Settlement Fund. Should the Court not approve the fees and costs as claimed but approve instead a lower or higher amount from the Gross Settlement Fund, this agreement shall remain in effect as modified as to the Attorneys' Fee Payment and/or Attorneys' Cost Payment, and any such reduction will be added to the Net PAGA Settlement Fund and paid to the LWDA and PAGA Employees.

No Effect on Employee Benefits: The payments made to PAGA Employees pursuant to this Agreement shall have no effect on employee benefits. Defendant shall not make as part of this Agreement, nor be required to make, any deductions, nor pay any monthly contributions for any insurance, retirement, bonuses, 403(b), or profit-sharing plans related to monies paid as a result of this Agreement. The PAGA Employees Fund paid to PAGA Employees shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., bonuses, vacation, holiday pay, retirement plans, etc.) of PAGA Employees. The Parties agree that the PAGA Employees Fund paid to PAGA Employees under the terms of this Agreement do not represent any modification of PAGA Employees' previously credited hours of service or other eligibility criteria under an employee benefit plan sponsored by Defendant. Further, the PAGA Employees Fund is allocated as penalties and thus shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, and employee benefit plan or bonus plan sponsored by Defendant.

Disputes Relating to Settlement Administration. Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court.

6. **IMPACT OF NON-APPROVAL BY COURT**

Should the Court not approve this Agreement, the Parties shall request leave and work jointly to make reasonable efforts to remedy the settlement in order to obtain the Court's approval.

7. **ENFORCEMENT AND CONTINUING JURISDICTION OF THE COURT**

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain continuing jurisdiction over this Lawsuit and over all Parties, to the fullest extent to enforce and effectuate the terms and intent of the Settlement and this Agreement.

8. **NO ADMISSION OF WRONGDOING**

Defendant denies that it or any Released Party has engaged in any unlawful activity, failed to comply with the law in any respect, or that it or they have any liability to anyone under the claims asserted in the Action. The Parties agree that this Agreement does not constitute an admission by Defendant or any of the Released Parties of any of the matters alleged in the action or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiff, Defendant or any of the Released Parties.

9. NON-EVIDENTIARY USE

Neither this Agreement nor any of its terms nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose in any action or proceeding in whatever forum adverse to Plaintiff, the LWDA, Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Plaintiff, the LWDA, or any of the Released Parties in any further proceeding in the Action, or any other civil, criminal, or admin *strative* action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to attempt to establish that a PAGA Employee and/or the LWDA has resolved or been compensated for any claims made by that employee.

10. CHOICE OF LAW

The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

11. COOPERATION

Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to cany out the stated objectives of this Agreement.

12. SEVERABILITY

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions.

13. ADDITIONAL TERMS

This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby waive the benefit of any legal principle or rule providing that, in cases of uncertainty, the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

This Agreement may be executed in counterparts. A signature by way of facsimile shall serve as an original for all purposes.

Headings in this Agreement are included solely for convenience and shall not control the meaning or interpretation of any provision of this Agreement.

14. **<u>ENTIRE AGREEMENT</u>**

This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by Plaintiff and an authorized officer of Defendant.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

Electronically Signed 2024-01-04 23:30:20 UTC - 172.59.128.23
Nintex AssureSign® 39bba739-4463-445c-9817-b0ed0152cb07

January 04, 2024	
Date	SEYED RAMIN ASBAGHI
1/23/2024	
Date	PUTNAM CHEVROLET CADILLAC, LLC
	[*print name and title*]

APPROVED AS TO FORM

January 4, 2024	
Date	LAWYERS FOR JUSTICE, PC . Attorneys for SEYED RAMIN ASBAGHI
1/24/2024	
Date	FINE, BOGGS & PERKINS LLP Attorneys for PUTNAM CHEVROLET CADILLAC, LLC

EXHIBIT 2

LAWYERS FOR
JUSTICE
A PROFESSIONAL CORPORATION

November 3, 2020

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***PUTNAM CHEVROLET CADILLAC, INC.; PUTNAM CHEVROLET CADILLAC, LLC; PUTNAM AUTOMOTIVE GROUP; PUTNAM GM.***

Dear Representative:

We have been retained to represent Seyed Ramin Asbaghi against Putnam Chevrolet Cadillac, Inc., Putnam Chevrolet Cadillac, LLC, Putnam Automotive Group, and Putnam GM (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Putnam Cadillac") for violations of California wage-and-hour laws. Mr. Asbaghi seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Asbaghi seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Putnam Cadillac employed Mr. Asbaghi as an hourly-paid, non-exempt employee from approximately May 2018 to approximately June 2020, in the State of California.

The "aggrieved employees" that Mr. Asbaghi may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned commissions/shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, Putnam Cadillac has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001.

Putnam Cadillac required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Asbaghi and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Asbaghi and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Putnam Cadillac required Mr. Asbaghi and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Putnam Cadillac failed to pay Mr. Asbaghi and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Putnam Cadillac failed to pay Mr. Asbaghi and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Putnam Cadillac did not provide Mr. Asbaghi and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Putnam Cadillac were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Asbaghi and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Asbaghi and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Asbaghi and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Asbaghi and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Asbaghi and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Putnam Cadillac failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Asbaghi and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Putnam Cadillac did not provide Mr. Asbaghi and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Putnam Cadillac failed to pay Mr. Asbaghi and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Asbaghi and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Putnam Cadillac failed to pay Mr. Asbaghi and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Asbaghi and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Asbaghi and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Putnam Cadillac.

Therefore, on behalf of all aggrieved employees, Mr. Asbaghi seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Putnam Chevrolet Cadillac, LLC
Putnam Chevrolet Cadillac, Inc.
c/o Cheryl Putnam
Agent for Service of Process
3 California Drive
Burlingame, CA 94010

Putnam Automotive Group
Putnam GM
c/o Kent Putnam
3 California Drive
Burlingame, CA 94010

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $007.50°
0000685825 NOV 03 2020
MAILED FROM ZIP CODE 91203

7018 1830 0001 8867 4947

7018 1830 0001 8867 4947

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PAGA Ntc
Asbaghi
vs. Putnam Chevrolet

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE #1

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ ______
- ☐ Return Receipt (electronic) $ ______
- ☐ Certified Mail Restricted Delivery $ ______
- ☐ Adult Signature Required $ ______
- ☐ Adult Signature Restricted Delivery $ ______

Postmark
Here

Putnam Chevrolet Cadillac, LLC
Putnam Chevrolet Cadillac, Inc.
c/o Cheryl Putnam
Agent for Service of Process
3 California Drive
Burlingame, CA 94010

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

LAWYERS FOR
JUSTICE
A PROFESSIONAL CORPORATION
410 WEST ARDEN AVENUE, SUITE 203
GLENDALE, CALIFORNIA 91203

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:

Putnam Chevrolet Cadillac, LLC
Putnam Chevrolet Cadillac, Inc.
c/o Cheryl Putnam
Agent for Service of Process
3 California Drive
Burlingame, CA 94010

9590 9402 5372 9189 9633 25

2. Article Number *(Transfer from service label)*

7018 1830 0001 8867 4947

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? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

Certified Mai
- A receipt (this portion
- A unique identifier fo
- Electronic verificatio
delivery.
- A record of delivery (
signature) that is ret
for a specified period

Important Reminde
- You may purchase C
First-Class Mail®, Fi
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- Certified Mail service
international mail.
- Insurance coverage
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certain Priority Mail
- For an additional fee
endorsement on the
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You can request a
electronic version
complete PS Form
Receipt; attach PS

PS Form 3800, April

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PITNEY BOWES
02 1P $007.50⁰
0000685825 NOV 03 2020
MAILED FROM ZIP CODE 91203

CERTIFIED MAIL

7018 1830 0001 8867 4930
7018 1830 0001 8867 4930

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PAGA Ntc - Rasbaghi vs. Putnam Chevrolet

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OFFICIAL USE #2

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
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- ☐ Return Receipt (electronic) $ ______
- ☐ Certified Mail Restricted Delivery $ ______
- ☐ Adult Signature Required $ ______
- ☐ Adult Signature Restricted Delivery $ ______

Postmark
Here

Putnam Automotive Group
Putnam GM
c/o Kent Putnam
3 California Drive
Burlingame, CA 94010

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

LAWYERS FOR
JUSTICE
A PROFESSIONAL CORPORATION
410 WEST ARDEN AVENUE, SUITE 203
GLENDALE, CALIFORNIA 91203

2

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:

Putnam Automotive Group
Putnam GM
c/o Kent Putnam
3 California Drive
Burlingame, CA 94010

9590 9402 5372 9189 9633 18

2. Article Number *(Transfer from service label)*

7018 1830 0001 8867 4930

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? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
Mail Restricted Delivery
0)

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

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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- A receipt (this portion o
- A unique identifier for yo
- Electronic verification o
delivery.
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signature) that is retain
for a specified period.

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complete PS Form 3
Receipt; attach PS F

PS Form 3800, April 20

EXHIBIT 3

LAWYERS FOR **JUSTICE**
A PROFESSIONAL CORPORATION

November 19, 2020

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ***PUTNAM CHEVROLET CADILLAC, INC.; PUTNAM CHEVROLET CADILLAC, LLC; PUTNAM AUTOMOTIVE GROUP; PUTNAM GM***

Dear Representative:

We have been retained to represent Seyed Ramin Asbaghi against Putnam Chevrolet Cadillac, Inc., Putnam Chevrolet Cadillac, LLC, Putnam Automotive Group, and Putnam GM (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Putnam") for violations of California wage-and-hour laws. Mr. Asbaghi seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA, including an amount sufficient to recover underpaid wages pursuant to Labor Code section 558.

Mr. Asbaghi seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Putnam employed Mr. Asbaghi as an hourly-paid/non-exempt employee, and as a salaried/commission employee misclassified as "exempt" in the State of California, from approximately May 2018 to approximately June 2020.

The "aggrieved employees" that Mr. Asbaghi may seek penalties on behalf of are: (a) all current and former hourly-paid or non-exempt individuals who were employed by any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned commissions/shift differentials/non-discretionary bonuses/non-discretionary performance pay which were not used to calculate the correct regular rate of pay used to calculate the overtime rate ("aggrieved employees in subgroup A"), and (b) all current and former salaried internet sales managers, internet directors, vehicle salespersons, or persons who held similar job titles and/or performed similar job duties, misclassified as "exempt" who were employed by any of the above-referenced entities within the State of California ("aggrieved employees in subgroup B").

With regard to aggrieved employees in subgroup A, based on the following facts and theories, Putnam has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001. With regard to aggrieved employees in subgroup B, based on the following facts and theories, Putnam has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 1-2001, 4-2001, 7-2001, and 9-2001.

Mr. Asbaghi and the other aggrieved employees in subgroup B did not and/or do not earn in excess of one and one-half times the minimum wage, and/or less than half of their compensation is earned through commissions.

Mr. Asbaghi and the other aggrieved employees in subgroup B did not and/or do not customarily and regularly exercise discretion and independent judgment in matters of consequence to Putnam's business and were not and/or are not "primarily engaged" (more than one-half of the employee's work time) in performing managerial/exempt tasks. Furthermore, Mr. Asbaghi and the other aggrieved employees in subgroup B did not and/or do not spend at least half of their work time doing office or non-manual work directly related to managerial policies or the general business operations of Putnam. Therefore, Mr. Asbaghi and other aggrieved employees in subgroup B were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked because Putnam misclassified them as "exempt."

Putnam required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Asbaghi and other aggrieved employees in subgroup A worked in excess of 8 hours in a day and 40 hours in a week without overtime compensation. Additionally, during the relevant time period, Mr. Asbaghi and other aggrieved employees in subgroup B worked in excess of 8 hours in a day and 40 hours in a week without overtime compensation because Putnam misclassified them as "exempt." Therefore, Mr. Asbaghi and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Putnam required Mr. Asbaghi and other aggrieved employees in subgroup A to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Additionally, during the relevant time period, Putnam required Mr.

Asbaghi and other aggrieved employees in subgroup B to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods because Putnam misclassified them as "exempt."

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Putnam failed to pay Mr. Asbaghi and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Putnam failed to pay Mr. Asbaghi and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Putnam did not provide Mr. Asbaghi and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Putnam were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Asbaghi and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Asbaghi and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Asbaghi and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Asbaghi and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Asbaghi and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Putnam failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Asbaghi and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Putnam did not provide Mr. Asbaghi and other aggrieved employees in subgroup A with the minimum wages to which they were entitled for work performed "off-the-clock." Additionally, during the relevant time period, Putnam did not pay Mr. Asbaghi or other aggrieved employees in subgroup B with the minimum wages to which they were entitled for work performed "off-the-clock" because Putnam misclassified them as "exempt."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Putnam failed to pay Mr. Asbaghi and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Asbaghi and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Putnam failed to pay Mr. Asbaghi and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Asbaghi and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Asbaghi and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Putnam.

Therefore, on behalf of all aggrieved employees, Mr. Asbaghi seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Putnam Chevrolet Cadillac, LLC
Putnam Chevrolet Cadillac, Inc.
c/o Cheryl Putnam
Agent for Service of Process
3 California Drive
Burlingame, CA 94010

Putnam Automotive Group
Putnam GM
c/o Kent Putnam
3 California Drive
Burlingame, CA 94010

UNITED STATES POSTAGE

PITNEY BOWES

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MAILED FROM ZIP CODE 91203

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U.S. Postal Service™ Amended PAGA Ntc

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Extra Services & Fees *(check box, add fee as appropriate)*

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- ☐ Adult Signature Required $ ______
- ☐ Adult Signature Restricted Delivery $ ______

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Putnam Chevrolet Cadillac, LLC
Putnam Chevrolet Cadillac, Inc.
c/o Cheryl Putnam
Agent for Service of Process
3 California Drive
Burlingame, CA 94010

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

LAWYERS FOR

JUSTICE

A PROFESSIONAL CORPORATION

410 WEST ARDEN AVENUE, SUITE 203
GLENDALE, CALIFORNIA 91203

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.

Putnam Chevrolet Cadillac, LLC
Putnam Chevrolet Cadillac, Inc.
c/o Cheryl Putnam
Agent for Service of Process
3 California Drive
Burlingame, CA 94010

9590 9402 5577 9274 5510 34

2. Article Number *(Transfer from service label)*

7018 1830 0001 8866 8670

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? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
l Restricted Delivery
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☐ Return Receipt for Merchandise
☐ Signature Confirmation™
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PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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- A receipt (this por
- A unique identifie
- Electronic verifica delivery.
- A record of delive signature) that is for a specified pe

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- You may purchase First-Class Mail®, or Priority Mail® s
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UNITED STATES POSTAGE
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- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postmark
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Putnam Automotive Group
Putnam GM
c/o Kent Putnam
3 California Drive
Burlingame, CA 94010

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

LAWYERS FOR
JUSTICE
A PROFESSIONAL CORPORATION
410 WEST ARDEN AVENUE, SUITE 203
GLENDALE, CALIFORNIA 91203

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:

Putnam Automotive Group
Putnam GM
c/o Kent Putnam
3 California Drive
Burlingame, CA 94010

9590 9402 5577 9274 5510 41

2. Article Number *(Transfer from service label)*

7018 1830 0001 8866 8687

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? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
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☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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- A receipt (this portion
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EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Abaghi v. Putnam Chevrolet-Cadillac (PAGA)

Date	Payee	Expense Description	Amount
8/3/2020	U.S. Postmaster	Postage	$7.00
11/3/2020	U.S. Postmaster	Postage	$14.20
11/19/2020	U.S. Postmaster	Postage	$13.90
8/13/2021	Legal Document Server, Inc.	Attorney Service	$64.97
8/13/2021	Alameda Superior Court	Complex Filing Fee	$1,000.00
8/13/2021	Alameda Superior Court	Complaint Filing Fee	$435.00
9/22/2021	ProLegal	Attorney Service	$285.00
10/29/2021	ProLegal	Attorney Service	$195.50
11/24/2021	One Legal	Attorney Service	$16.08
11/24/2021	General Logistics Systems US, Inc.	Courier Service	$35.66
12/20/2021	Legal Document Server, Inc.	Attorney Service	$11.00
12/22/2021	One Legal	Attorney Service	$16.80
12/22/2021	Alameda Superior Court	Stipulation & Order Fee	$20.00
1/25/2022	General Logistics Systems US, Inc.	Courier Service	$66.18
2/4/2022	One Legal	Attorney Service	$16.08
2/4/2022	One Legal	Attorney Service	$12.35
3/2/2022	Judicate West	Mediation Fee	$6,250.00
6/9/2022	Legal Document Server, Inc.	Attorney Service	$16.10
6/9/2022	Alameda Superior Court	Stipulation & Order Fee	$20.00
6/14/2022	Legal Document Server, Inc.	Attorney Service	$14.75
8/3/2022	Legal Document Server, Inc.	Attorney Service	$150.00
8/3/2022	Legal Document Server, Inc.	Attorney Service	$16.85
8/3/2022	Alameda Superior Court	Stipulation & Order Fee	$20.00
8/10/2022	Legal Document Server, Inc.	Attorney Service	$15.50
12/21/2022	One Legal	Attorney Service	$32.16
4/5/2023	General Logistics Systems US, Inc.	Courier Service	$26.08
4/26/2023	Legal Document Server, Inc.	Attorney Service	$15.70
7/7/2023	Berger Consulting Group, LLC	Analysis of Sampling of Time Records	$2,600.00
		Total:	$11,386.86