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17 Attorney for Defendants,
18 FINISHING EXPERTS INC., C T FINISHING INC.,
19 RUEBEN ANDREW RODRIGUEZ, ROSE MARIE RODRIGUEZ

20
21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **FOR THE COUNTY OF LOS ANGELES**
23

24 AGUSTO A. GARRIDO, an individual;

25 Plaintiff,

26 vs.

27 FINISHING EXPERTS INC., a California
28 corporation; C T FINISHING INC., a California
corporation; RUEBEN ANDREW
RODRIGUEZ, an individual; ROSE MARIE
RODRIGUEZ, an individual; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 21STCV21593

Assigned to: *Honorable Curtis A. Kin, Dept. 72*

**STIPULATION BY ALL PARTIES FOR
ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT AND ENTERING
JUDGMENT**

Complaint Filed: June 9, 2021
Trial Date: Not yet Set

Plaintiff AGUSTO A. GARRIDO ("Plaintiff") and Defendants FINISHING EXPERTS INC.,
C T FINISHING INC., RUEBEN ANDREW RODRIGUEZ and ROSE MARIE RODRIGUEZ
("Defendants") (collectively, "the Parties"), by and through their respective counsel of record, hereby
stipulate as follows:

1 **WHEREAS**, on or about February 26, 2021, Plaintiff, by and through Plaintiff’s counsel, sent
2 a notice to the California Labor Workforce Development Agency (“LWDA”) and all Defendants (the
3 “PAGA Notice”) alleging that Defendants engaged in violations of the California Labor Code and
4 California Wage Orders, seeking civil penalties pursuant to the California Labor Code Private
5 Attorneys’ General Act (“PAGA”);

6 **WHEREAS**, more than 65 days passed after provision of the LWDA Notice, and the LWDA
7 did not give any indication that it intended to investigate the alleged claim;

8 **WHEREAS**, on or about June 9, 2021, Plaintiff filed a Complaint in the California Superior
9 Court for the County of Los Angeles entitled Agusto A. Garrido v. Finishing Experts, Inc. et al. (the
10 “Action”) alleging individual employment claims and a PAGA claim asserting that Defendants: (1)
11 failed to provide prompt payment of wages to employees upon termination and resignation in violation
12 of Labor Code §§ 201, 202, 203; (2) failed to provide itemized wage statements to employees in
13 violation of Labor Code §§ 226(a), 1174, 1174.5; (3) failed to provide meal and rest periods in
14 violation of all applicable Industrial Welfare Commission (“IWC”) wage orders and Labor Code §§
15 1174, 1174.5; (4) failed to pay overtime wages in violation of all applicable IWC wage orders and
16 Labor Code §§ 510, 558, 1194, 1198; (5) failed to provide the unpaid balance of the full amount of
17 overtime compensation in violation of Labor Code §§ 1194, 2698 *et seq.*; (6) failed to pay minimum
18 wage in violation of all applicable IWC wage orders and Labor Code §§ 1182.12, 1194, 1197; (7)
19 Failure to Pay Wages Upon Discharge; (8) violated Labor Code §§ 1199(a), (c) and 2699.5 *et seq.*; (9)
20 violated Labor Code § 246; (10) failed to reimburse employees for all reasonably necessary
21 expenditures and losses incurred by employees in direct consequence of the discharge of their duties
22 and other work-related expenses in violation of Labor Code § 2802; (11) failed to provide itemized
23 wage statements to employees in violation of Labor Code § 226(a) [sic]; and (12) violated Labor Code
24 §§ 201, 202, 203, 204, 206, 216, 218.6, 221, 226 *et seq.*; 432.5, 450, 226.7, 512, 1174, 1174.5, 2802,
25 and all applicable IWC wage orders (the “PAGA Representative Claim”);

26 **WHEREAS**, a Settlement was entered into on December 3, 2021 by and between Plaintiff, on
27 behalf of himself and “Aggrieved Employees” (described below), on the one hand, and Defendants,
28

1 on the other hand, to memorialize the essential terms of the settlement of Plaintiff's PAGA
2 Representative Claim;

3 **WHEREAS**, Defendants vigorously dispute and deny the allegations and various causes of
4 action asserted in the Action, including specifically the PAGA Representative Claim, and deny that
5 they committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable
6 conduct of any kind;

7 **WHEREAS**, the Parties understand, acknowledge, and agree that this PAGA Settlement
8 Agreement constitutes a compromise of Plaintiff's PAGA Representative Claim, and reflects the
9 Parties' desire and intention to effect a final and complete resolution of the PAGA Representative
10 Claim that Plaintiff and the PAGA Settlement Members have against Defendants and the Released
11 Parties (described below). The Parties further understand, acknowledge, and agree that this PAGA
12 Settlement Agreement is a compromise of disputed claims and that nothing in this PAGA Settlement
13 Agreement shall be deemed or construed as an admission of liability or wrongdoing by any of the
14 Defendants;

15 **WHEREAS**, for purposes of Plaintiff's PAGA Representative Claim, and for purposes of the
16 Action and this PAGA Settlement Agreement, the allegedly aggrieved individuals ("Aggrieved
17 Employees/PAGA Settlement Members") are defined by Plaintiff to be all non-exempt employees in
18 California who performed work for Defendants during the "PAGA Period." The PAGA Period is
19 defined to be from February 26, 2020 through August 10, 2021. The effective date (the "Effective
20 Date") of the settlement described herein (the "PAGA Settlement") shall be the date the Court
21 approves and enters judgment pursuant to the terms of the PAGA Settlement (the "Approval Date");

22 **WHEREAS**, Defendants estimate that there were 17 allegedly aggrieved individuals,
23 including Plaintiff, who worked approximately 990 weeks in the aggregate between February 26, 2020
24 and August 10, 2021, which estimate formed part of the basis of the Parties' negotiations;

25 **WHEREAS**, based on their own independent investigations and evaluations, the Parties and
26 their respective counsel are of the opinion that the settlement of the PAGA Representative Claim on
27 the terms set forth in the PAGA Settlement Agreement is fair, reasonable and adequate and is in the
28

1 best interests of the Parties, the LWDA, and Aggrieved Employees in light of all known facts and
2 circumstances and the risks inherent in litigation;

3 **WHEREAS**, the Parties are concurrently entering into a separate and related settlement
4 agreement and release with respect to Plaintiff's individual claims ("Plaintiff's Individual Settlement
5 Agreement"); and

6 **WHEREAS**, California Labor Code Section 2699(l)(2) requires that this Court review and
7 approve any settlement pursuant to PAGA;

8 **WHEREAS**, in consideration of the terms and conditions set forth in the PAGA Settlement
9 Agreement, the Parties agree to be bound to the terms and conditions set forth in the PAGA Settlement
10 Agreement, including that:

11 Defendants will deposit the PAGA Settlement Sum with the Settlement Administrator on or
12 before the Funding Date. The Funding Date shall be fifteen (15) days after the Effective Date.
13 Defendants shall pay the total sum of Six Thousand Five Hundred Dollars (\$6,500.00) (the "PAGA
14 Settlement Sum").

15 A. One-third (1/3) of the PAGA Settlement Sum, \$2,166.66, shall be paid to
16 Plaintiff's counsel Sirmabekian Law Firm PC ("PAGA Counsel"), for attorney's fees incurred on the
17 PAGA Representative Claim. PAGA Counsel will also seek reimbursement of reasonable litigation
18 costs not to exceed \$250.00. Such attorney's fees and costs are referred to as "PAGA Counsel's
19 Payment." Defendants will not oppose PAGA Counsel's application for PAGA Counsel's Payment.

20 Within fifteen (15) days of the Funding Date, the Settlement Administrator shall remit PAGA
21 Counsel's Payment, as approved by the Court.

22 B. The Parties agree that the costs associated with administration of the settlement
23 shall be paid from the PAGA Settlement Sum. These costs shall include the expenses incurred by the
24 Settlement Administrator to implement and complete the settlement process according to the terms of
25 this Agreement, and shall not exceed \$1,500.00 ("Settlement Administration Costs"). Any reductions
26 by the Court or any unused amount of the Settlement Administration Costs shall revert to the PAGA
27 Net Settlement Amount ("PNSA").
28

1 C. The remaining balance after deducting the amount being paid to PAGA
2 Counsel's Payment and the Settlement Administration Costs is approximately \$2,583.34 (the
3 "PNSA"), and shall be classified for tax purposes as civil penalties ("Civil Penalty Allocation"), unless
4 otherwise required by law, and shall be distributed as follows:

5 i. Seventy-Five Percent (75%) of the Civil Penalty Allocation, \$1,937.50
6 ("LWDA PAGA Payment"), shall be paid to the LWDA, which represents civil penalties payable to
7 the LWDA under the PAGA, Labor Code section 2698, *et seq.*;

8 ii. Twenty Five Percent (25%) of the Civil Penalty Allocation, \$645.84 (the
9 "PAGA Settlement Member Payment"), shall be paid to PAGA Settlement Members and paid on a
10 pro-rata basis. Each PAGA Settlement Member's pro rata share shall be based on the number of pay
11 periods each PAGA Settlement Member worked during the PAGA Period as a percentage of the total
12 pay periods worked by all PAGA Settlement Members during the PAGA Period.

13 Within fifteen (15) days of the Funding Date, the Settlement Administrator shall remit a total
14 of 75% of the PNSA to the LWDA representing the LWDA PAGA Payment.

15 Within fifteen (15) days of the Funding Date, the Settlement Administrator shall remit a total
16 of 25% of the PNSA to the PAGA Settlement Members representing the PAGA Settlement Member
17 Payment.

18 **WHEREAS**, in accordance with California Labor Code section 2699(1)(2), Plaintiff will
19 provide a copy of the PAGA Settlement Agreement to the LWDA at the same time it is filed for
20 approval with the Court. In addition, in accordance with California Labor Code section 2699(1)(3),
21 Plaintiff will submit to the LWDA a copy of the Court's judgment or order approving the Agreement
22 within ten (10) days after entry of the judgment or order;

23 **WHEREAS**, the Parties acknowledge and agree that, to the maximum extent permitted by
24 law, upon the Effective Date, the final judgment/order entered pursuant to this settlement will bind all
25 those who would be bound by a judgment/order if the action had been brought by the LWDA,
26 including Plaintiff, the LWDA, and any aggrieved employee not a party to the proceeding, with respect
27 to the recovery of civil penalties under PAGA, Labor Code section 2698, *et. seq.*, against the
28 Defendants and their current and former trustees, officers, directors, owners, members, partners,

1 managers, employees, agents, attorneys, affiliated entities, insurers, parents, subsidiaries, successors,
2 predecessors, and assigns, and each of them (the “Released Parties”). To be clear, Plaintiff, the PAGA
3 Settlement Members, and the LWDA will forever completely release and discharge the Released
4 Parties of any and all claims for civil penalties under Labor Code section 2698, *et seq.* that were alleged
5 or that could have been alleged in the Lawsuit, including but not limited to claims that Defendants (1)
6 failed to pay minimum wage, (2) failed to provide proper meal and rest periods, (3) failed to pay
7 overtime compensation, (4) failed to reimburse business expenses, (5) failed to provide accurate wage
8 statements, (6) failed to timely pay wages upon discharge, (7) failed to provide proper sick leave, and
9 (8) engaged in any conduct that violated or created a right to damages under the California Labor Code
10 and any applicable IWC wage order (the “PAGA Released Claims”). It is expressly understood and
11 agreed that this Settlement does not release Defendants from liability, if any, to any nonparty employee
12 of Defendants for any claims they may assert against the Defendants other than the PAGA claim for
13 civil penalties asserted in the Lawsuit. The time period governing these PAGA Released Claims shall
14 be the PAGA Period;

15 **WHEREAS**, Defendants will provide the Settlement Administrator (described below) with a
16 list of all PAGA Settlement Members (the “PAGA Settlement Member List”) within fifteen (15) days
17 after the Effective Date. The PAGA Settlement Member List shall state each listed employee’s full
18 name, last known mailing address, social security number, and beginning and end dates of
19 employment. This information shall be treated as and remain confidential and shall be used solely by
20 the Settlement Administrator to manage the notice and payment process described in this Settlement.
21 This information shall not be disclosed to anyone other than the Settlement Administrator, except to
22 applicable taxing authorities or pursuant to express written authorization of Defendants, the individual
23 in question, or by order of the Court.

24 Phoenix Settlement Administrators shall be the Settlement Administrator. Within fifteen (15)
25 days of the Funding Date, the Settlement Administrator shall conduct one National Change of Address
26 (NCOA) search for all PAGA Settlement Members identified on the PAGA Settlement Member List
27 and shall mail the PAGA Settlement Members’ settlement checks along with a letter substantially in
28 the form attached hereto as **Exhibit A** (the “Notice”). The settlement checks and Notice shall be sent

1 to each PAGA Settlement Member by U.S. First Class mail to the PAGA Settlement Member's last
2 known address with directions to the Postmaster to forward the settlement check and Notice and return
3 all undeliverable settlement checks and Notices to the Settlement Administrator. For each settlement
4 check and Notice that is returned as undeliverable, the Settlement Administrator shall promptly
5 attempt to locate the PAGA Settlement Member by using an address refresher database. It will be
6 presumed that a PAGA Settlement Member's individual settlement check was received if the
7 settlement check is not returned within thirty (30) days of the original mailing of the settlement check.
8 The date of the initial mailing of the settlement check shall be conclusively determined according to
9 the records of the Settlement Administrator.

10 Settlement checks issued to PAGA Settlement Members pursuant to this Settlement will expire
11 one hundred and eighty (180) days from the date they are mailed by the Settlement Administrator.
12 After the 180 day-period, the Settlement Administrator shall remit any unclaimed funds to the
13 California Unclaimed Property Fund maintained by the California State Controller's Office with an
14 identification of the PAGA Settlement Members and the amounts allocated to each. Any disputes
15 concerning administration of the settlement which cannot be resolved by the Parties shall be submitted
16 to and resolved by the Court.

17 Neither Defendants nor Plaintiff shall bear any liability for lost or stolen checks, forged
18 signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of
19 omission or commission, the same is true for the Settlement Administrator;

20 **WHEREAS**, the Parties have provided a copy of this Joint Stipulation and the proposed PAGA
21 Settlement Agreement to the LWDA in accordance with Labor Code Section 2699(1)(2), and a proof
22 of service to the LWDA is attached hereto;

23 **WHEREAS**, each PAGA Settlement Member's individual settlement payment constitutes a
24 payment for civil penalties and shall be treated as non-wage income and reported by the Settlement
25 Administrator on IRS Form 1099 to the respective PAGA Settlement Member and applicable
26 governmental authorities. Within twenty (20) days of distributing all payments required under this
27 settlement, the Settlement Administrator shall provide to counsel for the Parties written confirmation
28 verifying that it effected disbursement of the PAGA Settlement Sum pursuant to the terms of this

1 settlement. Nothing in this settlement is intended to constitute legal advice regarding federal, state,
2 and/or local tax obligations. Neither Plaintiff nor Defendants, nor counsel for the Parties, makes any
3 representations or warranties with respect to the tax consequences of any payment under this
4 settlement. To the extent this settlement or any of its attachments is interpreted to contain or constitute
5 advice regarding any federal, state, or local tax issue, such advice is not intended or written to be used,
6 and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue
7 Codes of any governmental authority;

8 **WHEREAS**, upon the Court's entry of a final order or judgment, Plaintiff and the PAGA
9 Settlement Members will: (i) be bound by the terms and conditions of this settlement, and the release
10 set forth herein; (ii) be deemed to have waived all objections and oppositions to the fairness,
11 reasonableness, and adequacy of the settlement and the Court's Final Order; and (iii) be entitled to
12 receive a share of the Total Settlement Payment along with all other PAGA Employees, as set forth
13 herein, regardless of whether he or she receives Notice or deposits any payment received as a result of
14 the Agreement;

15 **WHEREAS**, the Parties agree that this Settlement does not constitute an admission by the
16 Defendants or any Released Party, of any of the matters alleged in the Lawsuit or of any violation by
17 any of them of any federal, state, or local law, ordinance or regulation, or of any violation of any policy
18 or procedure, or of any liability or wrongdoing whatsoever. Neither this Settlement nor anything in
19 this Settlement shall be construed to be, or shall be admissible in any proceeding as, evidence of
20 liability or wrongdoing by Defendants, or any of Defendants' parents, subsidiaries, affiliates, officers,
21 directors, owners, members, partners, managers, employees, agents, attorneys, or insurers;

22 **WHEREAS**, neither this Settlement nor any of its terms nor the settlement provided for therein
23 shall be: (a) construed as, offered as, deemed to be, or admitted in evidence for any purpose adverse
24 to Plaintiff, the LWDA, Defendants, or any of the Released Parties, including but not limited to,
25 evidence of a presumption, concession, indication, or admission by any of the Released Parties of any
26 liability, fault, wrongdoing, omission, concession, or damage; or (b) disclosed, referred to, or offered
27 in evidence against Plaintiff, the LWDA, Defendants, or any of the Released Parties in any further
28 proceeding in the Lawsuit, or any other civil, criminal, or administrative action or proceeding except

1 for the purpose of effectuating the settlement pursuant to this Settlement or for Defendants or any of
2 the Released Parties to attempt to establish that a PAGA Settlement Member or the LWDA has
3 released PAGA claims, has resolved or has been compensated for any claims made by that employee
4 or the LWDA;

5 **WHEREAS**, aside from the Lawsuit and the LWDA Notice, Plaintiff warrants and represents
6 that he has not filed, initiated, or prosecuted (or caused to be filed, initiated, or prosecuted) any lawsuit,
7 complaint, charge, action, request, demand or petition for arbitration, or other proceeding with respect
8 to any claim this Settlement releases;

9 **WHEREAS**, Plaintiff agrees not to file, initiate, or prosecute (or cause to be filed initiated, or
10 prosecuted) any lawsuit, complaint, charge, action, request, demand or petition for arbitration, or other
11 proceeding, or to encourage or assist any third party to file, initiate, or prosecute (or caused to be file,
12 initiated, or prosecuted) any lawsuit, complaint, charge, action, request, demand or petition for
13 arbitration, administrative claim, or other proceeding, including with the Department of Labor or
14 Division of Labor Standards Enforcement, against Defendants or any of the other Released Parties,
15 based on any events, acts, or omissions through and including the date hereof. If Plaintiff violates this
16 promise, Defendants shall recover all payments made to Plaintiff under this Settlement, and Plaintiff
17 will pay Defendants for all losses, costs, and expenses, including actual attorneys' fees, incurred by
18 Defendants and the other Released Parties in connection with said proceeding

19 **WHEREAS**, in the event that any agency, court, or arbitrator assumes jurisdiction of any
20 lawsuit, complaint, charge, action, request, demand or petition for arbitration, or other proceeding, on
21 Plaintiff's behalf, against any of the Defendants or other Released Parties, then Plaintiff shall promptly
22 request in writing that the agency, court, or arbitrator withdraw from or dismiss such proceeding with
23 prejudice, with a copy of such request to be mailed to Defendants' counsel, Alexander Safyan, Esq. at
24 Michelman & Robinson, LLP, 10880 Wilshire Blvd., 19th Floor, Los Angeles, CA 90024,
25 asafyan@mrlp.com. Additionally, Plaintiff waives his right to any monetary recovery or other relief
26 sought or granted in any such proceeding.

27 Plaintiff represents and warrants that he has the right and exclusive authority to execute this
28 Settlement. Each Party to this Settlement also represents and warrants as follows:

1 a) Each Party has carefully read, knows, and understands the full contents of this
2 Settlement and is voluntarily entering into this Settlement after having received independent legal
3 advice from his or its attorneys with respect to the advisability of making the settlement provided for
4 herein and the advisability of executing this Settlement.

5 b) Each Party to this Settlement has investigated the facts relevant to this
6 settlement and this Agreement, and all matters pertaining thereto, to the full extent that each Party
7 deems necessary.

8 c) Each separately-numbered term of this Settlement is contractual, not merely a
9 recital.

10 **WHEREAS**, the Parties and their counsel agree that they will not issue any press releases,
11 initiate any contact with the press, respond to any press inquiry, or have any communications with the
12 press about the Lawsuit, the settlement, or this Agreement;

13 **WHEREAS**, the rights and obligations of the Parties under this Agreement shall be construed
14 and enforced in accordance with, and governed by, the laws of the State of California, without regard
15 to conflict of law principles;

16 **WHEREAS**, this PAGA Settlement Agreement constitutes the entire agreement between the
17 Parties with respect to the transactions contemplated hereby, and supersedes any agreements prior to
18 the date hereof relating to the subject matter hereof with the exception of Plaintiff's Individual
19 Settlement Agreement, which is contingent upon court approval of this PAGA Settlement Agreement;

20 **WHEREAS**, this Settlement is deemed to have been drafted jointly by the Parties. Any
21 uncertainty or ambiguity shall not be construed for or against any Party based on attribution of drafting
22 to any Party. The Parties acknowledge that they have read this Settlement and are fully aware of its
23 contents and its legal effect. This Settlement and all covenants and releases set forth herein shall be
24 binding upon and inure to the benefit of the respective Parties hereto and their successors, heirs,
25 assigns, partners, and representatives;

26 **WHEREAS**, if any provision of this Settlement or the application thereof is held to be invalid,
27 the invalidity shall not affect other provisions or applications of the Agreement which can be given
28 effect without the invalid provision(s) or application(s), and to this end the provisions of this

1 Settlement are declared to be severable. Notwithstanding the foregoing, no portion of any release
2 contained herein may be deemed severed or deleted from this Settlement, except upon express written
3 waiver by the applicable Released Party;

4 **WHEREAS**, the Parties may not waive, amend, or modify any provision of this Settlement
5 except by a written agreement signed by all of the Parties, and subject to any necessary Court approval.
6 A waiver or amendment of any provision of this Agreement will not constitute a waiver of any other
7 provision.

8 **WHEREAS**, none of the rights, commitments, or obligations recognized under this Settlement
9 may be assigned by any Party, PAGA Settlement Member, or counsel for any Party without the express
10 written consent of each other Party and their respective counsel. The representations, warranties,
11 covenants, and agreements contained in this Settlement are for the sole benefit of the Parties under
12 this Settlement, and shall not be construed to confer any right or to avail any remedy to any other
13 person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or
14 cause of action, or claim released by this Settlement;

15 **WHEREAS**, each Party, on behalf of themselves, and their respective business entities, heirs,
16 executors, and assigns, agrees that they will abide by this Settlement and will do all such acts and
17 prepare, execute, and deliver all such documents as may be reasonably required to carry out the stated
18 objectives of this Settlement.

19 This Court shall retain jurisdiction to enforce the terms of the PAGA Settlement Agreement
20 pursuant to California Code of Civil Procedure Section 664.6; and

21 If either Party brings an action to enforce the terms of this Settlement, the prevailing party in
22 such action shall be entitled to recover reasonable attorney's fees and costs.

23 All communications to be provided concerning this Agreement shall be in writing and
24 delivered by receipted delivery and by email at the addresses set forth below, or such other addresses
25 as either Party may designate in writing from time to time:

26 *To Plaintiff:*

27 Sarkis Sirmabekian

28 Sirmabekian Law Firm,

1 PC3435 Wilshire Blvd., Suite 1710

2 Los Angeles, CA 90010

3 Telephone: (818) 473-5003

4 Facsimile: (818) 476-5619

5 sarkis@slawla.com

6 *To Defendants:*

7 Alexander Safyan, Esq.

8 Michelman & Robinson, LLP

9 10880 Wilshire Blvd., 19th Floor

10 Los Angeles, CA 90024

11 Telephone: (310) 299.5500

12 Facsimile: (310) 299.5600

13 asafyan@mrlp.com

14 **WHEREAS**, this Agreement may be executed in two or more counterparts, each of which
15 shall have the force and effect of an original, but all of which together will constitute one and the same
16 document. A facsimile signature or signature scanned and sent by email shall have the same force and
17 effect as an original signature.

18 **NOW THEREFORE**, the Parties jointly request that the Court approve the PAGA Settlement
19 set forth in the PAGA Settlement Agreement and enter judgment according to its terms.

20 DATED: December 17, 2021

MICHELMAN & ROBINSON, LLP

21
22
23
24 By: _____



ALEXANDER R. SAFYAN

Attorney for Defendants

1 DATED: December 20, 2021

SIRMABEKIAN LAW FIRM PC

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4 By:



5 SARKIS SIRMABEKIAN

6 Attorney for Plaintiff
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EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Garrido v. Finishing Experts Inc, et al. (Los Angeles County Superior Court Case No. 21STCV21593)

Phoenix Settlement Administrators

<<Address>>

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

Telephone:

<<Name>>

<<Address>>

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

XX - XX -

You are receiving this notice because, on _____, 20__, the Los Angeles County Superior Court (the “Court”) approved a settlement in the above-referenced lawsuit brought by Plaintiff Augusto A. Garrido (“Plaintiff”) against Defendants Finishing Experts Inc, C T Finishing Inc., Rueben Andrew Rodriguez, and Rose Marie Rodriguez (“Defendants”) (the “Lawsuit”). Plaintiff brought the Lawsuit on a representative basis under the Private Attorneys General Act, Labor Code section 2698, et seq. (“PAGA”), seeking civil penalties for purported violations of the Labor Code on behalf of the California Labor and Workforce Development Agency and other allegedly aggrieved employees. According to Defendants’ records, you are a “PAGA Settlement Member,” which is defined as all non-exempt employees in California who performed work for Defendants during the “PAGA Period.” The PAGA Period means the time period from February 26, 2020 through August 10, 2021. As a PAGA Settlement Member, you are entitled to a share of the PAGA settlement. No action is required on your part to receive payment.

It is important to note that the Court has **not** made a determination about Plaintiff’s claims. Defendants deny all claims and allegations in the Lawsuit and maintain that they have fully complied with all applicable laws and Labor Code provisions. Nevertheless, to avoid the cost and operational burden of continued litigation, Defendants have agreed to settle the Lawsuit, and the Court has approved the settlement and release of claims. By settling the Lawsuit, Defendants are not admitting they have done anything wrong. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims.

Enclosed with this Notice is your check for your share of the settlement. Your share was determined based upon the number of workweeks you worked relative to the total number of workweeks all PAGA Settlement Members worked during the PAGA Period. The settlement check shall remain valid until 180 days after the date of mailing.

The “Released Parties” in the settlement are Defendants and their current and former trustees, officers, directors, owners, members, partners, managers, employees, agents, attorneys, affiliated entities, insurers, parents, subsidiaries, successors, predecessors, and assigns, and each of them. By the terms of the settlement, the PAGA Settlement Members forever completely release and discharge the Released Parties of any and all claims for civil penalties under Labor Code section 2698, et seq. that were alleged or that could have been alleged in the Lawsuit, including but not limited to claims that Defendants (1) failed to pay minimum wage, (2) failed to provide proper meal and rest periods, (3) failed to pay overtime compensation, (4) failed to reimburse business expenses, (5) failed to provide accurate wage statements, (6) failed to timely pay wages upon discharge, (7) failed to provide proper sick leave, and (8) engaged in any conduct that violated or created a right to damages under the California Labor Code and any applicable IWC wage order (the “PAGA Released Claims”). It is expressly understood and agreed that the settlement does not release Defendants from liability, if any, to any nonparty employee of Defendants for any claims they may assert against the Defendants other than the PAGA claim for civil penalties asserted in the Lawsuit. The time period governing the PAGA Released Claims shall be the PAGA Period.

Please do not call or write the Court to ask questions about this Notice or the settlement. If you have any questions, you may call or write the Settlement Administrator, Phoenix Settlement Administrators, using the contact information at the top of this correspondence.

PROOF OF SERVICE
(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

On the below-indicated date, I served the following document:

**STIPULATION BY ALL PARTIES FOR ORDER APPROVING SETTLEMENT
PURSUANT TO CALIFORNIA LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT
AND ENTERING JUDGMENT**

on the interested parties in said action by placing:

___X___ a true and correct copy,

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6, I caused the document to be sent to the person(s) below at the e-mail address(es) listed below.

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

EXECUTED: <u>December 20, 2021</u> At Los Angeles, California	<u>Grigor Gregg Sirmabekhian</u> Grigor Gregg Sirmabekhian
--	---

[SERVICE LIST ON FOLLOWING PAGE]

SERVICE LIST

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Labor and Workforce Development Agency Department of Industrial Relations LWDA Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, California 94612	<i>Labor and Workforce Development Agency</i> <i>("LWDA"), filed/served online at:</i> <i>https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html</i>