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9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF BUTTE**

12 MARCOS PRECIADO-SANCHEZ,
13 individually, and on behalf of all other
14 similarly situated aggrieved individuals,

15 Plaintiffs,

16 v.

17 GARY'S AIRBAG SERVICE and DOES
18 1-10, inclusive,

19 Defendants.

No. 21CV01957

20 **PLAINTIFF'S NOTICE OF MOTION AND**
21 **MOTION FOR APPROVAL OF PRIVATE**
22 **ATTORNEYS GENERAL ACT (CAL.**
23 **LABOR CODE § 2698, *ET SEQ.*)**
24 **SETTLEMENT; MEMORANDUM OF**
25 **POINTS AND AUTHORITIES**

26 [Declaration of Plaintiff's Counsel Angela
27 Hooper; and [Proposed] Order filed
28 concurrently herewith]

Date: February 15, 2023

Time: 9:00 a.m.

Judge: Hon. Tamara Mosbarger

Complaint Filed: August 4, 2021

Trial Date: None Set

24 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

25 YOU ARE HEREBY NOTIFIED THAT at 9:00 a.m. on February 15, 2023, or as soon
26 thereafter as the matter can be heard, in Department 1 of the above entitled Court before the Honorable
27 Tamara Mosbarger, Plaintiff Marcos Preciado-Sanchez ("Plaintiff") will and hereby does move for an
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1 order approving the settlement of the PAGA claim alleged against Defendant Gary's Airbag Service
2 ("Defendant") in accordance with Labor Code §2699(l). The proposed settlement is set forth in the
3 accompanying Settlement Agreement ("Settlement Agreement").

4 This Motion will be based on this notice, the accompanying points and authorities, the
5 Declaration of Angela Hooper, the Declaration of Plaintiff, the Settlement Agreement, and the
6 complete files and records in this action. The Labor Workforce Development Agency has been served
7 with this motion and the Settlement Agreement as set forth in the accompanying proof of service.
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9 Respectfully submitted,
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12 Dated: January 18, 2023



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14 Angela Hooper
15 Attorney for Plaintiff
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1 **I. INTRODUCTION**

2 Plaintiff Marcos Preciado-Sanchez (“Plaintiff”) reached a settlement of the California Private
3 Attorneys General Act, Cal. Labor Code section 2699, et seq. (“PAGA”) claim asserted in this Action
4 against Gary’s Airbag Service (“Defendant”) (collectively, the “Parties”) which provides for a PAGA
5 Settlement Payment in the amount of \$25,000. In accordance with California Labor Code section
6 2699(1), Plaintiff now asks this Court to review and approve the settlement of Plaintiff’s PAGA claims.

7 The PAGA settlement is set forth in the accompanying Settlement Agreement (“Settlement
8 Agreement”). A true and correct copy of the Settlement Agreement which sets forth the terms for the
9 settlement of the PAGA claims is attached as Exhibit 1 to the Declaration of Angela Hooper, filed
10 herewith.¹

11 The settlement was reached through extensive, arms’-length, informed negotiations, following
12 discovery. The result is fair, adequate, reasonable, and fulfills PAGA’s purposes of enforcing
13 California’s laws protecting employees and collecting civil penalties for the State. The amount is
14 consistent with Court-approved amounts in other PAGA cases, and attorneys’ fees and costs and
15 service award are reasonable.

16 The LWDA received notice of this Settlement and this motion as set forth in the accompanying
17 proof of service.

18 Plaintiff requests that the Court approve this PAGA settlement, order it be implemented according
19 to the terms of the Agreement, and enter Final Judgment. A proposed order confirming review and
20 approval of the PAGA settlement is submitted herewith.

21 **II. THE PARTIES AND AGGRIEVED EMPLOYEES**

22 Gary’s Airbag Service is an autobody and automotive repair company operating in Northern
23 California. The aggrieved employees are all non-exempt California employees of Gary’s Airbag
24 Service employed at any point from May 31, 2020 to December 28, 2022 (the “PAGA Period”).
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¹ The Parties have agreed to settle Plaintiff’s individual claims pursuant to a separate and distinct settlement agreement.

III. FACTUAL BACKGROUND

Plaintiff's theory of PAGA liability is that the aggrieved employees held positions with Defendant, including Mobile Technicians, and were classified as salaried-exempt employees and paid a set amount per week. As a result of the alleged classification, Plaintiff alleged that aggrieved employees were not compensated for hours worked in excess of a regular, full-time schedule, and were not compensated for missed meal and rest breaks. Plaintiff also alleged that aggrieved employees were required to use their personal vehicles to travel to job locations and use their personal cell phones for work related purposes. Lastly, Plaintiff alleged that aggrieved employees were provided a fixed amount of money to cover gas and were not compensated for use of personal cell phones.

Plaintiff contends that the aggrieved employees were misclassified as salaried exempt employees and therefore, incorrectly compensated for the total hours worked. Additionally, Plaintiff contends that the flat rate gas amount was not sufficient coverage for the actual cost incurred for use of personal vehicles. As a result, Plaintiff alleges that aggrieved employees were provided with inaccurate wage statements.

Defendant denies Plaintiff's allegations and argues that it complied with the California Labor Code at all times.

IV. PROCEDURAL BACKGROUND

Plaintiff gave written notice to the LWDA and Defendant on or about March 23, 2021, and which was amended on June 9, 2021 (together, the "PAGA NOTICE") of his intent to pursue PAGA penalties against Defendant. Plaintiff's notice stated specific facts supporting the alleged statutory violations. See, Angela Hooper Decl. **EXHIBIT 2**.

The LWDA declined to investigate, and on August 4, 2021, Plaintiff filed a lawsuit alleging both individual claims and a PAGA claim against Defendant.

Plaintiff sought discovery of payroll and time records for the aggrieved employees and, after negotiation, the Parties agreed the requested information would be provided after completion of a *Belaire-West* privacy notice. After the third-party administrator completed the notice requirements, time and payroll records were provided for all employees who did not opt-out of disclosure of their information. After careful and extensive review of the records provided, Plaintiff briefed Defendant's

1 potential liability and analyzed the exposure to potential PAGA penalties and attorneys' fees and costs.
2 The Parties engaged in good faith, arms-length protracted negotiations and after numerous
3 conversations and emails, the Parties reached a settlement agreement. The Parties agree that the above-
4 described investigation and evaluation, as well as the information exchanged during the settlement
5 negotiations, are more than sufficient to assess the merits of the Parties' positions and to compromise
6 the issues on a fair and equitable basis.

7 The settlement was negotiated in light of all known facts and circumstances and the uncertainty
8 associated with litigation – including the risk of Plaintiff not being able to maintain representative
9 claims, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendant's
10 potential defenses, and the significant delay and potential appellate issues inherent to litigation – and
11 was reached after extensive arm's length negotiations.

12 **V. PAGA'S PURPOSE AND PROCEDURE**

13 **A. PAGA Actions are Brought on Behalf of the State of California**

14 "The California legislature enacted PAGA after a 2004 budget shortfall that led to understaffing in
15 the [LWDA] and insufficient resources to enforce the Labor Code. PAGA was intended to address
16 these problems and ensure more vigorous enforcement of the labor and employment laws." *Tseng v.*
17 *Nordstrom, Inc.*, C.D.Cal., Dec. 19, 2016, No. CV11-8471-CAS), 2016 WL 7403288 at *4.

18 "[T]he purpose of PAGA is to incentivize private parties to recover civil penalties for the
19 government that otherwise may not have been assessed and collected by overburdened state
20 enforcement agencies...Unlike class actions, these civil penalties are not meant to compensate
21 unnamed employees because the action is fundamentally a law enforcement action." *Id.*

22 "The Legislature has made clear that an action under the PAGA is in the nature of an enforcement
23 action, with the aggrieved employee acting as a private attorney general to collect penalties from
24 employers who violate labor laws. Such an action is fundamentally a law enforcement action designed
25 to protect the public and penalize the employer for past illegal conduct. Restitution is not the primary
26 object of a PAGA action, as it is in most class actions. The primary purpose of PAGA is to ensure
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1 compliance with the law; restitution is not the object of a PAGA action.” *Franco v. Athens Disposal*
2 *Co.*, (2009) 171 Cal.App.4th 1277, 1300.

3 PAGA “deputizes” citizens as private attorneys general to enforce the Labor Code on behalf of the
4 State of California. *Brown v. Ralphs Grocery Co.*, (2001) 197 Cal.App.4th 489. “By Deputizing
5 aggrieved employees, the California Legislature intended to create incentives for non-governmental
6 actors to enforce the law in a growing labor market that could not be effectively controlled by public
7 agents.” *Tseng*, supra at *4.

8 A plaintiff does not bring a PAGA claim on their own behalf as an individual claim, but as the
9 proxy or agent of the state’s labor law enforcement agencies. See, *Reyes v. Macy’s Inc.*, (2001) 202
10 Cal.App.4th 1119, 1123; *Iskanian v. CLS Transp. Los Angeles, LLC*, (2015) 59 Cal.4th 348, 380,
11 overruled on other grounds by *Viking River Cruises v. Moriana*, (2022) 596 U.S. 142 S. Ct. 1906
12 [holding the FAA preempts the rule of *Iskanian* insofar as it precludes division of PAGA actions into
13 individual and non-individual claims through an agreement to arbitrate]. When an aggrieved employee
14 brings a PAGA claim, “the government is always the real party in interest.” *Securitas Sec. Servs. USA,*
15 *Inc. v. Superior Court*, (2015) 234 Cal.App.4th 1109, 1119; *Montano v. The Wet Seal Retail, Inc.*, (2015)
16 232 Cal.App.4th 1214, 1222 [“A PAGA action is a dispute between an employer and the State agency.”]

17 A PAGA plaintiff represents “the same legal right and interest as state labor law enforcement
18 agencies,” and seeks the same civil penalties that could have been collected by the LWDA. *Securitas*,
19 supra, at 1119.
20

21 **B. Exhausting PAGA’s Administrative Remedies**

22 A PAGA action is commenced by “[t]he aggrieved employee or representative [giving] written
23 notice by online filing with the Labor and Workforce Development Agency and by certified mail to
24 the employer of the specific provisions of [the Labor Code] alleged to have been violated, including
25 the facts and theories to support the alleged violation.” Cal. Lab. Code § 2699.3(c)(1).

26 After service of the aggrieved employee’s notice, an employer has 33 days to provide notice it
27 has cured the alleged PAGA violations. The LWDA has 60 days to notify an aggrieved employee it
28 intends to investigate the alleged PAGA violation. If no notice of cure or investigation is provided, the

1 employee may commence a civil action 65 days after providing notice of the violations. Cal. Lab. Code
2 § 2699.3(c)(2).

3 Plaintiff complied with all notice requirements, Defendant did not provide notice of cure (as
4 Defendant alleges it complied with the Labor Code at all time and thus, no cure was needed), and the
5 LWDA did not provide notice it intended to investigate. See, Angela Hooper Decl. ¶4.

6 **VI. SUMMARY OF PROPOSED SETTLEMENT**

7 The “PAGA Group” are defined for settlement as all individuals employed by Defendant in
8 California from May 31, 2020 to December 28, 2022. Plaintiff estimates there are approximately 37
9 aggrieved employees that make up the PAGA Group.

10 **A. Settlement Payment**

11 The Settlement Agreement provides that in consideration for the releases contained in the
12 Settlement Agreement, and subject to Court approval, Defendant will pay a gross settlement sum of
13 \$25,000.00 in full and final settlement of the PAGA Claim. No part of the Settlement Payment may
14 revert to Defendant.

15 Subject to Court approval, Plaintiff proposes the settlement payment be distributed as follows:

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1. PAGA Penalties	\$6,675.00
17 2. Plaintiff’s Service Award	\$5,000.00
18 3. Settlement Administration Costs	\$4,000.00
19 4. Attorney Fees	\$8,325.00
20 5. Attorney Litigation Costs	\$1,000.00
21 6. TOTAL	\$25,000.00

22 The LWDA will receive 75 percent of the PAGA penalties, estimated to be \$5,006.25. The
23 PAGA Group will receive 25 percent of the PAGA penalties, estimated to be \$1,668.75. The Individual
24 PAGA Payment for each Aggrieved Employee that makes up the PAGA Group shall be based on the
25 number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage of
26 the total pay periods worked by the PAGA Group during the PAGA Period. See, Settlement Agreement
27 Sec. II, ¶F(1).
28

1 Should the Court award or the final number for Plaintiff's attorneys' fees and costs, PAGA
2 service award, and administration costs be less than what is laid out above, the difference in amount
3 will be allocated as follows: 75% to the LWDA and 25% to the PAGA Group.

4 **B. Scope of Release**

5 Upon entry of final judgment, the Released Parties (Defendant and each of Defendant's
6 respective past, present and future parents, subsidiaries, principals and any other person, corporation,
7 association or partnership responsible for the claims made in the PAGA Notice or the Lawsuit, and the
8 past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers,
9 predecessors, and successors) shall be entitled to a release from the State of California and the
10 Aggrieved Employees for the "Released PAGA Claims," which means all PAGA claims for civil
11 penalties under California Labor Code section 2698, et seq. predicated on the California Labor Code
12 for alleged violations of sections 201-203, 226, 226.3, 226.7, 256, 512, 558, 558.1, 1102.5, 1194,
13 1197.1, 2802 and 2698 et seq. as alleged in the PAGA Notice and/or the Lawsuit.

14 "The aggrieved employees are not providing a general release of claims nor waiving" the
15 protections of Civil Code section 1542, except as to those claims based on the specific facts alleged
16 described in the PAGA Notice and/or Lawsuit. Because a PAGA action is brought on behalf of the
17 government, a "judgment [] is binding not only on the named employee plaintiff but also on
18 government agencies and any aggrieved employee not a party to the proceeding." *Arias v. Superior*
19 *Court*, (2009) 46 Cal.4th 969, 986. Because non-party aggrieved employees are not required to be given
20 notice, or an opportunity to opt-out or object, they are not bound by the judgment except as to civil
21 penalties. *Id.* At 987; see also, Cal. Lab. Code § 2699(g)(1) [non-party aggrieved employees retain all
22 rights "to pursue or recover other remedies available under state or federal law, either separately or
23 concurrently with an action taken under this part."]

24 **C. Settlement Administration**

25 Within three-hundred thirty (330) calendar days of Court approval of the PAGA Settlement,
26 Defendant will deposit the Settlement Payment with the claims administrator and provide a list of all
27 PAGA Group members, their contact information, pay periods and/or dates of employment, and all
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1 other necessary information to Phoenix Class Action Administration Solutions (“Phoenix”). Phoenix
2 will mail and distribute to all individuals within the PAGA Group a notice of the settlement informing
3 them of the basic information regarding the reason for the payment, the claims waived, the basis for
4 the amount of payment, and a check for that amount. See, Settlement Agreement II, ¶F(2)-(3). The
5 Individual PAGA Payments are 100% penalties and shall be reported using IRS tax form 1099. The
6 Claims Administrator will be responsible for all tax reporting and documentation related to distribution
7 of the Settlement Payment.

8 The Claims Administrator will also issue the amount to cover the attorneys’ fees and costs to
9 Plaintiff’s Counsel’s office, will issue the amount to cover the PAGA service award to Plaintiff c/o
10 Plaintiff’s Counsel’s office, and will issue the amount to the LWDA.

11 PAGA Group members will have ninety days to cash their respective settlement checks. Any
12 checks not negotiated within the ninety days will be voided and will not be reissued. Any unclaimed
13 funds from the PAGA Group Payment will be provided to the *cy pres* entity the Center for Workers’
14 Rights.

15
16 **VII. THE PAGA SETTLEMENT IS REASONABLE AND SHOULD BE**
17 **APPROVED**

18 **A. Class Action Standards Do Not Govern Approval of PAGA Settlements**

19 A proposed PAGA settlement must be submitted simultaneously to the Court and the LWDA
20 to allow comment on the settlement if the Agency desires. Courts “review and approve any penalties
21 sought” and may exercise their discretion to lower the amount of penalties awarded if, based on the
22 facts and circumstances of the particular case, to do otherwise would result in an award that is unjust,
23 arbitrary and oppressive, or confiscatory. *Ramirez v. Benito Valley Farms, LLC*, (N.D.Cal., Aug. 25,
24 2017, No. 16-CV-04708-LHK). Because state law enforcement agencies are the real parties in interest
25 for PAGA claims, the Court’s task in reviewing the settlement is to ensure that the state’s interest in
26 enforcing the law is upheld. Other than the provisions discussed above, however, the PAGA does not
27 establish a standard for evaluating PAGA settlements. *Id.*
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1 A trial court has discretion to approve a proposed class action settlement based on established
2 factors used to evaluate reasonableness. *Kullar v. Foot Locker Retail, Inc.*, (2008) 168 Cal.App.4th 116,
3 128. In contrast, parties are not obliged to “satisfy class action requirements,” when seeking approval
4 of PAGA settlements. *Arias*, supra at 980-88. Unlike class actions, there is no requirement, and no
5 mechanism, for a court to conduct a two-step settlement approval review. Unnamed employees need
6 not be given notice of the PAGA claim, nor do they have the ability to opt-out or contest settlement.
7 *Ochoa-Hernandez v. CJADER Foods, Inc.* (N.D.Cal., Apr. 2, 2010, No. C 08-2073 MHP).

8 One approach that courts have found consistent with the LWDA’s approach, is simply to
9 approve a settlement of PAGA claims upon a showing that the settlement terms (1) meet the statutory
10 requirements set forth in PAGA, and (2) are fundamentally fair, reasonable, and adequate in view of
11 PAGA’s public policy goals. *Salazar v. Sysco Cent. Cal., Inc.*, (E.D.Cal., Feb. 2, 2017, No. 1:15-cv-
12 01758-DAD-SKO).

13 **B. The Settlement Satisfies PAGA’s Purpose and the State’s Interest**

14 “A PAGA action is at heart a civil enforcement action filed on behalf of and for the benefit of
15 the state, not a claim for class relief.” *Baumann v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d
16 1117, 1124. The Court’s focus is not the amount aggrieved employees ultimately receive as a result
17 of a settlement, but on whether the total settlement achieves PAGA’s objectives.

18 The proposed settlement fulfills PAGA’s purpose by enforcing the law; collecting penalties
19 from an employer; recovering \$5,006.25 for the State for enforcement and education; and distributing
20 25 percent of the penalties to aggrieved employees. The settlement also accomplishes PAGA’s
21 objective of “detering noncompliance” with the Labor Code, by protecting workers from protecting
22 workers from “unlawful conditions,” and protecting employers “who comply with the law from those
23 who attempt to gain a competitive advantage at the expense of their workers by failing to comply with
24 minimum labor standards.” *O’Connor v. Uber Techs., Inc.* (N.D.Cal. 2016) 201 F.Supp.3d 1110, 1133.
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1 **C. The Settlement is Fair, Reasonable, and Adequate Under the Circumstances of this**
2 **Case**

3 After careful consideration of the circumstances of this case, including the risks of delay, the
4 defenses asserted by Defendant, the total amount of damages, the risk of taking the case to trial, and
5 the possibility of appeal, Plaintiff's counsel believes that this Settlement is fair and reasonable for
6 Plaintiff, the Aggrieved Employees, and the LWDA.

7 This proposed resolution of the alleged PAGA violations is fair and reasonable given that the
8 total number of aggrieved employees total approximately 37 individuals, and the release for these
9 employees will be limited only to claims for PAGA penalties. The employees will not relinquish any
10 other individual claims they may have.

11 PAGA penalties are subject to review and reduction at the Court's discretion. Courts routinely
12 award far less than the statutory maximum amount of penalties, even where an underlying violation of
13 the Labor Code is found. In *Fleming v. Covidien*, the court calculated the civil penalties for an employer
14 providing 8,000 non-compliant wage statements to be \$2.8 million. *Fleming v. Covidien, Inc.* (C.D.Cal.
15 August 12, 2011) 2011 U.S. Dist. Lexis 154590 at *3-4, vacated and remanded in part on other grounds.
16 While the court found that the employer had violated Labor Code § 226, it noted that none of the
17 employees suffered any injury because of this non-compliance. Pursuant to Labor Code § 2699(e)(2),
18 the court reduced PAGA civil penalties from \$2.8 million to \$500,000. *Id.*

19 To recover civil penalties at trial, Plaintiff would be required to prove each underlying claim.
20 Including the risk of not proving the underlying violations, Plaintiff also considered the Court's
21 authority to completely reduce penalties, as long as not to "zero." *Thurman v. Bayshore Transit*
22 *Management, Inc.*, (2012) 203 Cal.App.4th 1112, 1135; *Carrington v. Starbucks Corp.*, (2018) 30
23 Cal.App.5th 504 [penalty rate dropped to \$5.00 per pay period.] Based on these risks and considerations,
24 Plaintiff believes the total settlement amount of \$25,000 to be fair, reasonable, and adequate.

25 **VIII. ATTORNEYS' FEES ARE REASONABLE AND SHOULD BE AWARDED**

26 PAGA Counsel requests \$8,325.00 for attorneys' fees and up to \$1,000.00 in litigation costs
27 incurred and to be incurred by the time of the hearing. PAGA provides for reasonable attorney's fees
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1 and costs, but “does not provide a specific standard for evaluating attorney’s fees in connection with a
2 settlement of PAGA claims.” *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002); *Laffitte*
3 *v. Robert Half International Inc.*, (2016) 1 Cal.5th 480, 503.

4 The California Supreme Court affirmed trial courts properly grant attorneys’ fees in common fund
5 cases based on a percentage of the recovery. *Laffitte*, supra at 503. A fee award based on a percentage
6 of the common fund recovery here is proper as it spreads the attorneys’ fees among all beneficiaries of
7 the fund, aligns the incentives between plaintiffs’ counsel, the State, and the aggrieved employees, and
8 encourages early settlement and avoidance of unnecessarily prolonging litigation.

9 PAGA Counsel’s request for one-third of the common fund falls in the middle range of fee
10 percentage awards which commonly range from 20% to 50%. The requested sum constitutes fair
11 compensation for undertaking complex, risky, expensive, and time-consuming litigation, strictly on a
12 contingent basis, and the results achieved for the State and the PAGA Group.

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14 **IX. SERVICE PAYMENT IS REASONABLE AND SHOULD BE AWARDED**

15 The requested \$5,000 Service Award for Plaintiff Marcos Preciado-Sanchez will compensate him
16 for his assistance in documenting the alleged violations, initiating this Action, and participating in its
17 prosecution. “Such awards are... intended to compensate class representatives for work don’t on behalf
18 of the class, to make up for financial or reputational risk undertaken in bringing the action, and,
19 sometimes, to recognize their willingness to act as a private attorney general.” *Rodriguez v. West*
20 *Publishing Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009).

21 **X. CONCLUSION**

22 Based on the foregoing, Plaintiff respectfully requests that the Court approve the PAGA
23 Settlement as set forth in the Settlement Agreement and enter the proposed order and judgment
24 submitted herewith.

25
26 Dated: January 18, 2023



Angela Hooper
Attorney for Plaintiff
Marcos Preciado-Sanchez

Proof of Service

I, Robert Towne, am a citizen of the United States and employed in the County of Butte. I am over the age of eighteen years and not a party to the within action. My business address is 315 Wall Street, Suite 3, Chico, CA 95928. I am readily familiar with the practice of collection and processing of correspondence/documents for mailing with the United States Postal Service and that said correspondence/documents are deposited with the United States Postal Service in the ordinary course of business on the same day.

On January 18, 2023, I served the within:

PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT

DECLARATION OF ANGELA HOOPER IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA

[PROPOSED] ORDER GRANTING APPROVAL OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA

On the parties below by electronic service based on a court order or an agreement of the parties to accept electronic service. I caused the documents to be sent to the persons at the electronic service addresses listed below:

Meagan Bainbridge, Katie Collins, Ramona Carrillo, and Chrystal Wade

mbainbridge@weintraub.com

kcollins@weintraub.com

rcarrillo@weintraub.com

cwade@weintraub.com

The above documents were further submitted via online submission pursuant to Labor Code Section 2699(1)(2) to:

California Labor Workforce Development Agency

I declare under penalty of perjury that the foregoing is true and correct under the laws of the State of California and that this declaration was executed at Chico, California.

Robert Towne