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Attorneys for Plaintiff Gerardo Velasquez, individually,
and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CAYLA BONDS, individually and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

v.

CITRUS MOTORS ONTARIO, INC., a
California corporation and DOES 1
through 100, inclusive,

Defendants.

Case No. CIVSB2114893

*Assigned for all purposes to:
Hon. David Cohn; Dept. S-26*

**DECLARATION OF CAROLYN M. BELL IN
SUPPORT OF MOTION FOR APPROVAL OF
PRIVATE ATTORNEYS GENERAL ACT
REPRESENTATIVE ACTION SETTLEMENT**

Date: July 12, 2022
Time: 10:00 a.m.
Department: S-26

1 I, Carolyn M. Bell, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am an associate
3 with Aegis Law Firm, PC (“Aegis”) and the attorney of record for Plaintiffs Gerardo Velasquez and
4 Cayla Bonds (“Plaintiffs”). The following facts are within my personal knowledge and if called as a
5 witness, I could and would competently testify thereto.

6 2. I submit this Declaration in support of Plaintiffs’ Motion for Approval of Private
7 Attorneys General Act Representative Action Settlement.

8 3. On March 18, 2021, Plaintiff Bonds sent a letter to the California Labor & Workforce
9 Development Agency (“LWDA”) and Defendant giving notice of her intent to file a representative
10 action under PAGA (“Bonds LWDA Notice”).

11 4. On March 25, 2021, Plaintiff Velasquez sent a letter to the LWDA and Defendant to
12 give notice of his intent to file a representative action under PAGA (“Velasquez LWDA Notice”).

13 5. The Bonds LWDA Notice and Velasquez LWDA Notice are collectively referred to
14 as the “Notices to the LWDA.” The LWDA did not respond to either of the notices within 65 days,
15 indicating it did not intend to investigate, thus allowing Plaintiffs to file lawsuits pursuant to Labor
16 Code Section 2699.3(a)(2)(A).

17 6. On March 25, 2021, Plaintiff Velasquez filed his Class Action Complaint as a class
18 action.

19 7. On July 6, 2021, Plaintiff Velasquez filed his First Amended Class Action Complaint
20 adding a cause of action under the Private Attorneys General Act (“PAGA”).

21 8. On May 25, 2021, Plaintiff Bonds filed her representative Complaint for Enforcement
22 Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. that alleged a single
23 cause of action under PAGA.

24 9. In preparation for mediation, Defendant produced data and documents for Plaintiffs to
25 evaluate the PAGA claims and calculate the alleged exposure, including policy documents,
26 compensation plans, pay stubs and time and pay records.

27 10. The Parties attended mediation on October 19, 2021, with Jill R. Sperber, Esq., a
28 respected class action and PAGA action mediator.

1 11. After extensive negotiations the Parties reached an agreement to settle for
2 \$725,000.00.

3 12. Around January 2022, the Parties finalized the terms of the Settlement Agreement,
4 which is now presented to this Court for approval .

5 13. Plaintiffs provided notice of the Settlement to the LWDA on June 16, 2022.

6 14. I am informed and believe my co-counsel will serve a copy of the motion for approval
7 on the LWDA concurrently with the filing.

8 15. The \$725,000.00 Gross Settlement Amount is reasonable when considered in light of
9 the principles discussed in Senator Dunn’s letter. For a group of approximately 311 employees, a
10 penalty of \$725,000.00 is large enough to punish Defendant for alleged past violations and deter future
11 violations. The settlement amount is equivalent to a penalty of about \$2,331.19 per employee, which
12 is a significant penalty for a wage and hour case. At the same time, the penalty amount is not so large
13 as to be unjust, oppressive or confiscatory, considering the company’s potential exposure explained
14 below.

15 16. The Gross Settlement Amount is also reasonable in light of the facts of the Actions,
16 the real risk that no PAGA penalties would be paid, and inherent risks and uncertainties associated
17 with PAGA claims.

18 17. Defendant could have defeated Plaintiffs’ claims by proving its rest break and meal
19 period policies were compliant and thus those PAGA claims were unmanageable, the bonuses were
20 discretionary and therefore should not be included in the overtime rate, and the wage statements claims
21 would fail as they were purely derivative of the unpaid wage claims. The settlement negotiations took
22 these risks into account.

23 18. Another crucial factor in evaluating the value of a PAGA-only case is that all PAGA
24 awards are discretionary and can be reduced by the Court. Under Labor Code § 2699(e)(2), the Court
25 can reduce the PAGA penalties “if, based on the facts and circumstances of the particular case, to do
26 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” In other
27 words, were this matter to go to trial, any award granted would be at the discretion of the Court.

1 19. In settling this case, Plaintiffs recognize that, although they believe there would be no
2 persuasive grounds to reduce the penalties, the Court could determine otherwise and significantly
3 reduce the PAGA penalties, especially given that Defendant is not a large employer with unlimited
4 funds. The wide range of potential recovery and the additional delays and risks of trial justified settling
5 at this point for a reasonable amount of recovery.

6 20. Aegis prosecutes wage and hour cases, including class actions on behalf of employees
7 and others who have had their rights violated. Aegis, either on its own, or with co-counsel is currently
8 serving as plaintiffs' counsel of record in dozens of wage and hour and employment class action cases
9 pending in both state and federal court.

10 21. The attorneys working on this case have been appointed class counsel in many cases,
11 through both contested motions and settlement approval motions.

12 22. Aegis has litigated and successfully resolved many wage and hour class action cases
13 involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g., Bonello v.*
14 *Laboratory Express, Inc.*, San Bernardino Superior Court, Case No. CIVDS1714584 (class
15 certification granted on May 14, 2021 for all current and former couriers misclassified as
16 independent contractors on issues of inaccurate wage statements, failure to reimburse business
17 expenses, and unfair competition); *Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior
18 Court, Case No. RIC1706458 (class certification granted on December 17, 2020 for all current and
19 former non-exempt workers' on issues of rounding, meal period, and rest period claims); *Gamboa v.*
20 *Kamran, et al.*, San Bernardino Superior Court, Case No. CIVDS1605273 (class certification granted
21 on September 16, 2019, for factory workers on issues of rounding, automatic deduction of first meal
22 period, and second meal period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden*, United States
23 District Court Central District of California, Case No. EDCV-12-0715-JLQ (class certification
24 granted for restaurant workers' rest period claims); *Sawyer v. Retail Data, LLC*, Orange County
25 Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest break claims for
26 piece rate workers); *Gonzalez v. SFFI Company, Inc., et. al*, San Bernardino County Superior Court,
27 Case No. CIV DS1504287 (unpaid wages, meal period and rest break claims for non-exempt
28 employees); *Antoine v. Riverstone Residential California, Inc., et. al*, Sacramento County Superior

1 Court, Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage, meal period, rest break,
2 and expense reimbursement claims for non-exempt employees); *Nguyen v. Pharmerica*, Orange
3 County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and
4 unreimbursed expenses for pharmacists); *Orellana v. Westlake*, Los Angeles County Superior Court,
5 Case No. BC539614 (unpaid overtime, meal period and rest break claims for call center employees);
6 *Kent v. Mountain View Child Care, Inc.*, Los Angeles County Superior Court, Case No. BC539633
7 (minimum wage, overtime, meal period, and rest break claims for hospital workers); *Durroh v. East*
8 *West Bank*, Los Angeles County Superior Court, Case No. BC528860 (overtime claims for failure
9 to include bonuses in regular rate of pay for bank workers); *O'Brien et al. v. Pizza Hut of Southeast*
10 *Kansas, Inc. et al.*, Riverside County Superior Court, Case No MCC 1301030 (meal period and
11 expense reimbursement claims for delivery drivers); *Bell v. Prime Healthcare*, Orange County
12 Superior Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include
13 shift premiums in regular rate of pay and failure to provide meal and rest periods to hospital
14 workers), *Grana v. Toys R US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-
15 01302-DSF-JCG (bag check claims for unpaid wages and failure to provide meal periods and rest
16 breaks to retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al*, Orange County Superior
17 Court, Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory workers due
18 to rounding practice); *Fresh & Easy Wage and Hour Cases*, Los Angeles Superior Court, Cas No.
19 JCCP 4705 (failure to provide meal and rest periods to supermarket workers); *Lunsford v Stater*
20 *Bros.*, Riverside Superior Court, Case No. RIC 1104475 (failure to provide meal and rest periods to
21 supermarket workers); *Gregg v. Belo*, Riverside Superior Court, Case No. RIC 523697 (unpaid
22 wages and missed meal and rest periods due to misclassification of newspaper delivery employees);
23 *Brown v. Experian Information Solutions, Inc., et. al.*, Orange County Superior Court, Case No. 30-
24 2012-00375163 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.*,
25 Los Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to
26 restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los Angeles Superior Court, Case
27 No. BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse business
28

1 expenses to Account Managers); *Caffero v. ABC* (failure to provide meal periods and reimburse
2 expenses of therapists). All cases cited above were successfully resolved for the plaintiff classes.

3 23. Kashif Haque received his J.D. in 2001 from Washington University School of Law.
4 While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an
5 article published in the Law Review, Executive Board Member of Moot Court, and a member of the
6 Dean's List. He received a Bachelor's of Science in Business Administration from the University of
7 Central Missouri in 1998, where he was a member of the Beta Alpha Psi honors fraternity.

8 24. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's
9 employment litigation with a specific focus on wage and hour claims. Since then, he has represented
10 over 500,000 employees with their employment claims, many of which included wage and hour
11 claims. He has been appointed class counsel in approximately 100 cases and is currently litigating
12 over 150 employment wage and hour class action cases.

13 25. Mr. Haque authored a book on employment litigation strategies with West
14 Publishing and has been invited to speak on class action and wage and hour issues on numerous
15 occasions. He has spoken at seminars by the State Bar of California, California Employment
16 Lawyer's Association (CELA), Orange County Bar Association, and various other CLE providers.
17 Mr. Haque is the former Chair for the Labor and Employment Section of the Orange County Bar
18 Association. He was selected as one of the Top 50 Attorneys in Orange County by Super Lawyers
19 for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the present. OC
20 Register/Metro has selected him as one of the Top 5 Employment Lawyers in Orange County for
21 every year the list was published, from 2012 to 2018.

22 26. Samuel A. Wong is a graduate of University of Pennsylvania Law School, where he
23 received his J.D. in 2001. Mr. Wong received a Bachelors of Arts in Sociology from the University
24 of California at Berkeley in 1997.

25 27. After graduation from law school in 2001, the same year in which Mr. Wong took
26 and successfully passed the California Bar Exam, Mr. Wong moved to back to Los Angeles,
27 California where he was employed at Paul Hastings, Janofsky & Walker, LLP. While working in
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1 the employment department at Paul Hastings, he was involved in numerous wage and hour class
2 action lawsuits and other employment related matters.

3 28. Mr. Wong became a founding partner of Aegis Law Firm, PC in 2003, and focused
4 his practice on plaintiff's side employment work. Throughout his years of practice, Mr. Wong
5 represented and obtained successful outcomes for his clients, including awards through arbitration
6 and trial.

7 29. Mr. Wong is a member of the Orange County Bar Association, Orange County Trial
8 Lawyers Association, and California Employment Lawyers Association.

9 30. Mr. Wong was chosen by Law and Politics Magazine as a Super Lawyer Rising Star,
10 representing one of the top 2.5% of lawyers under 40 in Southern California in 2011, 2012, 2013,
11 and 2014. He was chosen by Law and Politics Magazine as a Super Lawyer in 2015, 2016, 2017,
12 and 2018. Mr. Wong was also chosen as a Top Attorney in the field of employment law by OC
13 Metro in 2014, 2015, and 2018.

14 31. Jessica L. Campbell is a partner at Aegis Law Firm. Ms. Campbell was admitted to
15 the California Bar in December of 2011, and received her J.D. from Santa Clara University School
16 of Law and her B.A. from the University of California, Berkeley. Ms. Campbell has dedicated her
17 career to plaintiffs' side class actions. Ms. Campbell's experience includes successful work on class
18 action appeals, class certification motions, and class settlements. She was chosen by Law and
19 Politics Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under
20 40 in Southern California in 2018-2021.

21 32. Carolyn M. Bell is an associate at Aegis Law Firm. Ms. Bell was admitted to the
22 California Bar in December of 2016. She received her J.D. from Whittier Law School, and her B.A.
23 from University of California, Santa Barbara. Prior to joining Aegis Law Firm, Ms. Bell worked at
24 an Orange County civil litigation firm where she focused primarily on plaintiffs'-side employment
25 litigation, and continues to do so at Aegis.

26 33. In litigating this case, my office spent \$9,580.41 in litigation costs, such as filing fees,
27 mediation costs, and postage.

34. Attached hereto as **Exhibit 1** is a true and correct copy of the fully-executed settlement agreement between the Parties, entitled the Private Attorneys General Act Settlement Agreement. **Exhibit A** attached thereto is the notice to be mailed to the aggrieved employees.

35. Attached hereto as **Exhibit 2** is a true and correct copy of the letter Plaintiff Velasquez sent to the LWDA and Defendant on March 25, 2021.

36. Attached hereto as **Exhibit 3** are true and correct copies of the confirmation email we received after submitting the proposed settlement to the LWDA.

37. Attached hereto as **Exhibit 4** is a true and correct copy of my firm's cost journal for actual costs expended on this case.

38. My firm spent a total of 255.5 hours litigating this case, resulting in attorneys fees of \$163,987.50.

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

Executed on June 16, 2022, in Irvine, California.

Carolyn M. Bell

EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Agreement”) is made by and between Gerardo Velasquez and Cayla Bonds (collectively, “Plaintiffs”), on behalf of themselves, on behalf of the PAGA Employees (as defined below), and as a proxy/agent for the California Labor Workforce Development Agency (“LWDA”) and representative of the State of California, and Defendant Citrus Motors Ontario, Inc. (“Defendant”), to resolve the Actions and Released Claims, subject to the terms and conditions hereof and the approval of the Court. Plaintiffs and Defendant are collectively referred to herein as the “Parties” and each may be individually referred to as a “Party.”

I. REPRESENTATIONS AND DEFINITIONS

1. “Actions” mean and refer to the civil actions filed in the Superior Court of the State of California for the County of San Bernardino, entitled *Gerardo Velasquez v. Citrus Motors Ontario, Inc.*, Case No. CIVSB2108083, filed on March 25, 2021 (the “Velasquez Action”) and *Cayla Bonds v. Citrus Motors Ontario, Inc.*, Case No. CIVSB2114893, filed on May 25, 2021 (the “Bonds Action”).

2. “Agreement” or “Settlement” means the arm’s-length settlement agreement reached between the Parties as set forth in this Private Attorneys General Act Settlement Agreement and Release, and the terms, conditions and requirements set forth herein, including any attached exhibits.

3. “Counsel for Defendant” means and refers to Edson K. McClellan and Peter Hering of Rutan & Tucker, LLP.

4. “Court” means and refers to the Superior Court of California for the County of San Bernardino. Court shall also mean any other Court that acquires proper jurisdiction of the Actions.

5. “Defendant” means and refers to Citrus Motors Ontario, Inc.

6. “Effective Date” means and refers to the date by which all of the following have occurred: (1) the Court has signed and entered the Approval Order and Judgment (as defined below), and (2) the Defendant has fully funded the Settlement.

7. “LWDA” means and refers to the California Labor and Workforce Development Agency.

8. “Operative Complaints” means and refers to: the First Amended Class Action Complaint filed by Plaintiff Velasquez on July 6, 2021 and the Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* filed by Plaintiff Bonds on May 25, 2021.

9. “PAGA” means and refers to the Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq.*

10. “PAGA Employees” or singularly “PAGA Employee” means and refers to Plaintiffs and all current and former non-exempt employees who worked for Defendant within the State of California during the PAGA Period.

11. “PAGA Period” means the time period from September 25, 2019 through December 20, 2021.

12. “Parties” means and refers to, collectively, Plaintiffs and Defendant, and “Party” means and refers to Parties individually.

13. “Pay Periods” means and refers to the total number of pay periods that each PAGA Employee worked as a non-exempt employee for Defendant during the PAGA Period.

14. “Plaintiffs” means Gerardo Velasquez and Cayla Bonds.

15. “Plaintiffs’ Counsel” means and refers to Samuel Wong, Kashif Haque, Jessica L. Campbell and Carolyn M. Bell of AEGIS LAW FIRM, PC and Edwin Aiwazian, Arby Aiwazian and Joanna Ghosh of LAWYERS *FOR JUSTICE*, PC.

16. “Released Claims” means and refers to any and all claims for PAGA civil penalties that were alleged or reasonably could have been alleged in the Notices to the LWDA and the Operative Complaints based on the facts alleged therein, which arose during the PAGA Period, which includes, but is not limited to, claims under PAGA for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to permit rest breaks, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment, failure to pay wages during employment, failure to keep complete and accurate payroll records, and violations of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2800, 2802, and Industrial Welfare Commission Wage Order 7-2001.

17. “Released Parties” means and refers to Defendant and each of its current, past, and present, subsidiaries, affiliates, parent companies, shareholders, members, directors, officers, managing agents, owners, employees, attorneys, representative, agents, insurers, predecessors, successors, and assigns, and any individual or entity which could be jointly liable with Defendant in connection with the Actions.

18. “Settlement Administrator” means and refers to Phoenix Class Action Administration Solutions.

II. NATURE OF ACTION

1. On March 18, 2021, Plaintiff Bonds sent a letter to the LWDA and Defendant giving notice of her intent to pursue a representative action pursuant to the PAGA, on behalf of herself and the State of California, as well as on behalf of a proposed group of aggrieved employees (“Bonds LWDA Notice”). Similarly, on March 25, 2021, Plaintiff Velasquez sent a letter to the LWDA and Defendant as well to give notice of his intent to also file a representative action under PAGA (“Velasquez LWDA Notice”). The Bonds LWDA Notice and Velasquez LWDA Notice are collectively referred to as the “Notices to the LWDA.”

2. On March 25, 2021, Plaintiff Velasquez filed his Class Action Complaint as a class action lawsuit, alleging that, Defendant failed to: properly pay all wages (including minimum and overtime wages, and at the proper rate), provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, reimburse business expenses, timely pay all wages during employment and upon separation of employment, provide compliant wage statements as applied to non-exempt employees employed by Defendant in California, and violation of the Business and Professions Code §§ 1720, *et seq.* On July 6, 2021, Plaintiff Velasquez filed the First Amended Class Action Complaint to add a cause of action under PAGA.

3. On May 25, 2021, Plaintiff Bonds filed her representative Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* that alleged a single cause of action under PAGA. In her representative action, she alleged that Defendant failed to pay overtime, failed to provide meal periods, failed to provide rest periods, failed to pay minimum wages, failed to timely pay wages upon termination, failed to timely pay wages during employment, failed to provide complete and accurate wage statements, failed to keep complete and accurate payroll records, and failed to reimburse necessary business-related expenses and costs to Plaintiff Bonds and other aggrieved employees.

4. The Parties engaged in significant investigation and exchange of data and documents, as well as private mediation that took place on October 19, 2021 with mediator Jill R. Sperber, Esq., and with the benefit of the mediator's evaluation, the Parties reached the Settlement described herein.

5. This Settlement relates solely to the PAGA claims on behalf of Plaintiffs and the State of California with respect to Plaintiffs and all PAGA Employees. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Actions, denies liability for the Released Claims, and further denies that the Actions are appropriate for representative treatment for any purpose other than settling the Actions. Defendant contends, among other things, that it has complied at all times with the California Labor Code and the related Industrial Welfare Commission Wage Orders, all other state and federal wage laws, and further contends that all of its respective employees were and are paid properly and that the Actions are without merit. Defendant has denied and continues to deny each and every material factual allegation and all alleged claims asserted against it in the Actions.

6. The Parties recognize that the issues presented in the Actions are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

7. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable, adequate, and is in the best interests of Plaintiffs, PAGA Employees, the State of California, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, Plaintiffs' Counsel believes that the settlement amount entered into is in the best interests of the PAGA Employees and the State of California, and fair, reasonable, and adequate given the inherent risk of litigation.

III. TERMS OF SETTLEMENT

1. In consideration of the mutual covenants, promises and representations set forth in this Agreement, Plaintiffs, on behalf of themselves, the State of California, and all PAGA Employees, and Defendant agree to settle and compromise the Actions and the Released Claims.

2. The Gross Settlement Amount. As consideration for the settlement described herein and the release provided herein, Defendant agrees to pay the all-inclusive total amount of Seven Hundred Twenty-Five Thousand Dollars and zero cents (\$725,000.00) (“Gross Settlement Amount”). Defendant shall fund the Gross Settlement Amount as set forth herein. The Gross Settlement Amount will include payments as follows, which Plaintiffs will seek approval of from the Court, in conformity with this Agreement:

- a. Payment to each Plaintiff in the amount of up to Ten Thousand Dollars and zero cents (\$10,000.00) (total, \$20,000.00) as an individual settlement award (“General Release Fees”);
- b. Payment to the Settlement Administrator in the amount of up to Ten Thousand Dollars and zero cents (\$10,000.00) (“Settlement Administration Costs”);
- c. Payment of Attorneys’ Fees and Costs to Plaintiffs’ Counsel, as set forth herein; and
- d. The PAGA Penalties to be paid to the LWDA and PAGA Employees, as set forth herein.

3. Pro Rata Increase. Defendant estimated the number of PAGA Employees is 311 and the number of pay periods to be 7,200. If it is determined that the number of PAGA Employees exceeds 342 or the number of Pay Periods exceeds 7,920 (an increase of more than 10%), there will be a *pro rata* adjustment to the Gross Settlement Amount per additional PAGA Employee or additional Pay Period.

4. Allocation and Calculation of the PAGA Penalties. The amount available for distribution to the LWDA and PAGA Employees (“PAGA Penalties”) is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs to Plaintiffs’ Counsel, General Release Fees to Plaintiffs, and the Settlement Administration Costs to the Settlement Administrator. Seventy Five Percent (75%) of the PAGA Penalties will be paid to the LWDA (“LWDA Payment”), and Twenty Five Percent (25%) of the PAGA Penalties will be paid to the PAGA Employees (“Employee Amount”), as required by California Labor Code § 2699(i).

5. Allocation and Calculation of the Individual Settlement Payments. Each PAGA Employee will receive a *pro rata* portion of the Employee Amount, determined based on the Pay Periods that he or she worked for Defendant in the State of California during the PAGA Period, to be calculated as follows: the Employee Amount will be divided by the total number of Pay Periods

of all PAGA Employees to yield the “Per Pay Period Amount,” and then each PAGA Employee’s individual number of Pay Periods will be multiplied by the Per Pay Period Amount to yield his or her “Individual Settlement Payment.” Individual Settlement Payments shall be paid to PAGA Employees by way of a single check to each PAGA Employee (“Individual Settlement Check”).

6. Tax Treatment of Individual Settlement Payments to PAGA Employees. The Parties agree that Individual Settlement Payments sent to PAGA Employees will be characterized One Hundred Percent (100%) as penalties and Form 1099s will be issued. Nothing in this Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiffs and PAGA Employees shall be deemed to acknowledge that they have not obtained any tax advice from Defendant, Counsel for Defendant, or Plaintiffs’ Counsel, and that neither Defendant, Counsel for Defendant, nor Plaintiffs’ Counsel have made any representation concerning the tax consequences, if any, of any payments made pursuant to this Agreement. To the extent that this Agreement or its attachment(s) are interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code.

7. Plaintiffs’ Counsel’s Attorneys’ Fees and Costs. As part of the request for approval of this Settlement, Plaintiffs will request that the Court award the following to Plaintiffs’ Counsel: up to one-third (1/3) of the Gross Settlement Amount, or Two Hundred Forty One Thousand Six Hundred Sixty-Six Dollars and sixty-six cents (\$241,666.66), for attorneys’ fees and of up to Twenty Five Thousand Dollars and zero cents (\$25,000.00) for reimbursement of actual costs and expenses of litigating the Actions (together, “Attorneys’ Fees and Costs”). The amount of Attorneys’ Fees and Costs compensates all law firms and lawyers included in the definition of Plaintiffs’ Counsel, and no one other law firm is entitled to any portion of Attorneys’ Fees and Costs. It is up to Plaintiffs’ Counsel to divide the Attorneys’ Fees and Costs between the two law firms. The Attorneys’ Fees and Costs shall be paid from the Gross Settlement Amount, subject to approval by the Court. Should Plaintiffs’ Counsel request a lesser amount for attorneys’ fees and costs and/or the Court approve a lesser amount, the difference shall be a part of the PAGA Penalties to be distributed to the LWDA and PAGA Employees as described above. Payment of Attorneys’ Fees and Costs will be reflected in a Form 1099 to Plaintiffs’ Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

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8. No Effect on Employee Benefits. The payments made to Plaintiffs and other PAGA Employees pursuant to this Agreement are not intended to count as earnings by Plaintiffs or the PAGA Employees, and will not entitle Plaintiffs or the PAGA Employees to any additional compensation and/or benefits under any retirement, benefit, bonus, incentive, pension, welfare, and/or any other plan of or sponsored by Defendant. 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 Individual Settlement Payments 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 any Individual Settlement Payments 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, any Individual Settlement Payments are 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.

IV. RELEASE OF CLAIMS

1. Release by Plaintiffs, PAGA Employees, LWDA, and the State of California. Upon the Effective Date, Plaintiffs and each PAGA Employee, shall fully release and forever discharge Released Parties from the Released Claims during the period from September 25, 2019, through December 20, 2021, and the State of California shall fully release and forever discharge Released Parties from the Released Claims as they pertain to Plaintiffs and PAGA Employees from September 25, 2019, through December 20, 2021.

2. 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.

3. Release by Plaintiffs. Upon the Effective Date, Plaintiffs, individually and on behalf of their current, former, and future heirs, executors, administrators, representatives, attorneys, agents, successors and assigns, shall fully release and forever discharge Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiffs have or may have as of the Effective Date. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiffs' employment with Defendant and the termination of that employment,

arising on or before the Effective Date, including without limitation claims arising under federal, state or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs understand and agree that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is Plaintiffs' intention to settle fully and release all claims they have against the Released Parties, arising on or before the Effective Date, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

4. No Other Actions. Plaintiffs are deemed by operation of the Approval Order and Judgment (as defined below) to have agreed not to sue or otherwise make any claim against any of the Released Parties based upon any action, event or occurrence prior to the Effective Date.

V. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

1. Settlement Approval by Court. The Parties recognize that Court approval is required in the event of any settlement of a PAGA action, in accordance with California Labor Code § 2699(1)(2), and that a judgment with respect to the PAGA action is binding with respect to non-party aggrieved employees upon Court approval, pursuant to California Labor Code § 2699(1) and *Arias v. Superior Ct.* (2009) 46 Cal.4th 969. Parties further recognize that a settlement of a PAGA action is not subject to class action procedural rules, and that PAGA Employees do not

have the right to opt-out of or otherwise exclude themselves from the Settlement, or object to the Settlement, and upon approval of the Settlement by the Court and funding of the Settlement, all PAGA Employees will have released the Released Parties of and for the Released Claims and PAGA Employees will be entitled to receive payment, in conformity with the Settlement. In order to comply with the requirements of California Labor Code § 2699, promptly upon execution of this Agreement, Plaintiffs' Counsel shall prepare, file and serve a motion requesting that the Court approve the Settlement, including and not limited to the PAGA Penalties, Attorneys' Fees and Costs, General Release Fees, and Settlement Administration Costs, and apply to the Court for the entry of an order approving the Settlement and all of the requested payments and entering judgment ("Approval Order and Judgment"). The motion shall advocate that the penalties are fair, adequate, and reasonable, which will draw no opposition from Defendant or Defendant's Counsel. Concurrently with applying to the Court for approval of the Settlement, Plaintiffs' Counsel shall submit the Agreement to the LWDA in conformity with California Labor Code § 2699(1)(2).

2. With Plaintiffs' motion for approval of Settlement, Plaintiffs shall submit a proposed Approval Order and Judgment which shall seek, *inter alia*: (1) approval of this Settlement and the terms herein; (2) permanent bar of all PAGA Employees from prosecuting any of the Released Claims released in this Agreement against the Released Parties during the PAGA Period; (3) dismissal of the individual and class action allegations in the Velasquez Action within 30 calendar days of Defendant fully funding the Gross Settlement Amount; and (4) that no individualized notice of entry of the Approval Order and Judgment is required to be provided to the PAGA Employees. Prior to filing, Plaintiffs' Counsel will provide Defendant's Counsel a courtesy copy of the proposed Approval Order and Judgment. Upon entry of the Approval Order and Judgment by the Court, Plaintiffs' Counsel shall submit the Approval Order and Judgment to the LWDA in conformity with California Labor Code § 2699(1)(2).

VI. ADMINISTRATION OF THE SETTLEMENT

1. PAGA Employee List. Defendant shall compile a list containing the following information regarding each of the PAGA Employees: (1) full name; (2) last known mailing address; (4) Social Security number; and (5) the total number of Pay Periods worked during the PAGA Period ("PAGA Employee List"). The PAGA Employee List will be provided to the Settlement Administrator within ten (10) calendar days after the Court has signed and entered the Approval Order and Judgment. This information shall be treated as and remain confidential and shall be used solely to manage the payment 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.

2. Funding of Settlement. Defendant shall fund the Gross Settlement Amount by way of electronic transfer to the account to be established by the Settlement Administrator for purposes of administration of the Settlement (“Settlement Administration Account”) within the later of (i) sixty one (61) calendar days after service of notice of entry of the Approval Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Approval Order and Judgment, the 5th day after the Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Approval Order and Judgment are no longer subject to further judicial review, The Settlement Administrator shall send Defendant’s counsel electronic wiring instructions to fund the Gross Settlement Amount at least 10 days prior to the date Defendant is required to fund the Gross Settlement Amount.

3. Payments to LWDA, Plaintiffs’ Counsel, Plaintiffs, and Settlement Administrator. Within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall pay the Court-approved LWDA Payment to the LWDA, Attorneys’ Fees and Costs to Plaintiffs’ Counsel, General Release Fees to Plaintiffs, Individual Settlement Payments to PAGA Employees, and Settlement Administration Costs to itself.

4. Cover Letter and Payments to PAGA Employees. Within fifteen (15) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall mail via U.S. First Class mail to each PAGA Employee his or her Individual Settlement Check at the last known address in the PAGA Employee List or a more updated address from the National Change of Address Database. A cover letter explaining why the check is being sent (“Cover Letter”), in a mutually-agreed upon form that has been approved by the Court, in substantially the form that is attached hereto as “**Exhibit A**,” will be included in the mailing of each PAGA Employee’s Individual Settlement Check. Together, an Individual Settlement Check that is mailed to a PAGA Employee with the Cover Letter is referred to as a “Payment Packet.” Prior to mailing the Payment Packets, the Settlement Administrator shall check the addresses provided using the National Change of Address database. Should any of the Payment Packets be returned as undeliverable, the Settlement Administrator will have ten (10) 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 Payment Packets to the traced address. The Settlement Administrator will only be required to re-mail the Payment Packets once by way of this process.

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5. Within twenty (20) calendar days of distributing the Gross Settlement Amount, the Settlement Administrator shall provide to Plaintiffs' Counsel and Defendant's Counsel written confirmation verifying that it effected disbursement of the Gross Settlement Amount pursuant to the terms of this Agreement.

6. Expiration of Individual Settlement Checks. All Individual Settlement Checks will expire one hundred and eighty (180) calendar days after the initial mailing of the original Payment Packets to the PAGA Employees, and thereafter, shall be cancelled. If any funds remain in the Settlement Administration Account as a result of cancelled Individual Settlement Checks, such funds shall be transmitted to the State Controller's Office Unclaimed Property Fund in the name of each PAGA Employee whose check is voided. All duties set forth herein shall be included in the Settlement Administration Costs and paid from the Gross Settlement Amount.

7. 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.

8. Settlement Administrator's Tax Reporting. The Settlement Administrator shall be responsible for providing the requisite Form 1099's as required by this Agreement, and the completion of any other steps necessary for compliance with any tax obligations of the Settlement under federal, state, and/or local law, as applicable.

9. As soon as practicable after execution of this Agreement, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendant's Counsel, take all necessary steps to secure the approval of this Settlement from the Court. Irrespective of whether a PAGA Employee's Individual Settlement Check has been cashed, he or she will be deemed to be bound by this Settlement, the release provided herein, and the Court's Approval Order and Judgment.

VII. ADDITIONAL TERMS.

1. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

2. No Admission. Nothing contained herein, nor is the consummation of this Settlement, to be construed or deemed an admission with respect to liability, culpability, negligence, or wrongdoing on the part of Defendant, Released Parties, Plaintiffs, Plaintiffs' Counsel, PAGA Employees, or the LWDA. Each of the Parties hereto has entered into this

Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Actions. 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 Actions 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 Plaintiffs, Defendant or any of the Released Parties.

3. Nullification. If the Court should fail to approve the Settlement as agreed upon by the Parties, the Parties shall coordinate efforts to address the Court's questions or concerns and work jointly to make reasonable efforts to remedy the Settlement in order to obtain the Court's approval. If the Parties cannot resolve the issues identified by the Court in denying approval, the Parties shall be restored to their litigation positions and all funds returned to Defendant. If, after the Parties make a second attempt to obtain approval of the material terms of the Settlement, unless the Parties specifically agree to continue with their coordinated efforts to obtain Court approval, the Court fails to approve the material terms of the settlement in the form agreed to by the Parties (except for the amount of Attorneys' Fees and Costs requested by Plaintiffs' Counsel), or if the Court's approval of this Agreement is reversed, modified, or declared or rendered void, then: (a) this Agreement shall be considered null and void; (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of the Attorneys' Fees and Costs, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

4. Attorneys' Fees, Costs And Expenses. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs and expenses, taxable or otherwise, incurred by him/her/it/them arising out of the Actions, and shall not seek reimbursement thereof from any other Party to this Agreement, unless otherwise specifically stated.

///

5. Enforcement And Continuing Jurisdiction Of The Court. The Parties agree that upon approval by the Court, this Agreement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California Code of Civil Procedure § 664.6 of this action over all Parties and PAGA Employees to interpret and enforce the terms, conditions, and obligations set forth in this Agreement.

6. Severability. The Parties agree that if any immaterial 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, and the remaining provisions shall be deemed enforceable.

7. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiffs and Defendant regarding the settlement of the Released Claims and that this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding the resolution of the Released Claims.

8. 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

9. Non-Evidentiary Use. Neither the existence of this Agreement, the terms of this Agreement, the negotiation and execution of this Agreement, all acts performed or documents executed pursuant to or in furtherance of this Agreement, nor the settlement of the Actions shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs, 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, culpability, fault, wrongdoing, omission, concession, or damage, or of the truth of any of the factual allegations in the Operative Complaints in the Actions; (b) disclosed, referred to, or offered in evidence against Plaintiffs, the LWDA, or any of the Released Parties in any further proceeding in the Actions, or any other civil, criminal, or administrative action or proceeding in any court, administrative agency or other tribunal except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to attempt to establish that a PAGA Employee has resolved or been compensated for any claims made

by that employee; and (c) deemed to be, nor used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification or administration other than for purposes of administering this Settlement. Nothing herein shall constitute an admission by Defendant that the Actions were properly brought as representative actions other than for settlement purposes.

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 carry out the stated objectives of this Agreement.

12. Deadlines. If any deadline specified in this Agreement falls on a Saturday, Sunday, or Court holiday, the deadline will be automatically extended to the next regular business day. Unless specified otherwise, all references to "days" shall mean calendar days.

13. Captions And Headings. Paragraph titles, captions, or headings contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

14. Modification. Before this Agreement has been submitted to the Court for approval, this Agreement may be changed, altered, waived, or modified, in writing and signed by counsel for the Parties hereto. After this Agreement has been submitted to the Court for approval, this Agreement may not be changed, altered, waived, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

15. Binding. 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.

16. No Publication. The Parties will, and will cause all their respective current or past counsel to: (i) maintain in confidence and not publish or otherwise disclose to any third party the terms of this Agreement or any related information, except as necessary to obtain Court approval as contemplated by this Agreement; (ii) not publish the fact and/or terms of this Agreement or any

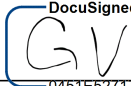
related information on their website(s), for advertising purposes, to the media (including, without limitation, legal periodicals and publications such as “Jury Verdicts,”), and/or in publication materials generally available to the public. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement is required to be submitted to the LWDA and will be submitted to the LWDA at the time of moving for approval of this Agreement, and this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms. Nothing in this Agreement shall limit Plaintiffs’ Counsel’s ability to discuss the terms of the Settlement with the Court, State of California, or PAGA Employees. Plaintiffs’ Counsel may list the case in its qualifications to act as counsel in other court filings.

17. Electronic Signatures and Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

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.

PLAINTIFF Gerardo Velasquez

DATED: 1/31/2022

DocuSigned by:

 0451E5271727489...
 Gerardo Velasquez

PLAINTIFF Cayla Bonds

DATED: _____

 Cayla Bonds

DEFENDANT Citrus Motors Ontario, Inc.

DATED: _____

 By:
 On behalf of Citrus Motors Ontario, Inc.

related information on their website(s), for advertising purposes, to the media (including, without limitation, legal periodicals and publications such as “Jury Verdicts,”), and/or in publication materials generally available to the public. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement is required to be submitted to the LWDA and will be submitted to the LWDA at the time of moving for approval of this Agreement, and this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms. Nothing in this Agreement shall limit Plaintiffs’ Counsel’s ability to discuss the terms of the Settlement with the Court, State of California, or PAGA Employees. Plaintiffs’ Counsel may list the case in its qualifications to act as counsel in other court filings.

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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.

PLAINTIFF Gerardo Velasquez

DATED: _____

Gerardo Velasquez

PLAINTIFF Cayla Bonds

DATED: 01/26/2022

Electronically Signed: 2022-01-27 05:40:42 UTC - 174.85.49.95
Cayla Bonds
Vintex AssureSign® 969d539e-272b-4a04-a4ac-ae09014387f6

Cayla Bonds

DEFENDANT Citrus Motors Ontario, Inc.

DATED: _____

By:
On behalf of Citrus Motors Ontario, Inc.

related information on their website(s), for advertising purposes, to the media (including, without limitation, legal periodicals and publications such as "Jury Verdicts,"), and/or in publication materials generally available to the public. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement is required to be submitted to the LWDA and will be submitted to the LWDA at the time of moving for approval of this Agreement, and this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms. Nothing in this Agreement shall limit Plaintiffs' Counsel's ability to discuss the terms of the Settlement with the Court, State of California, or PAGA Employees. Plaintiffs' Counsel may list the case in its qualifications to act as counsel in other court filings.

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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.

PLAINTIFF Gerardo Velasquez

DATED: _____

Gerardo Velasquez

PLAINTIFF Cayla Bonds

DATED: _____

Cayla Bonds

DEFENDANT Citrus Motors Ontario, Inc.

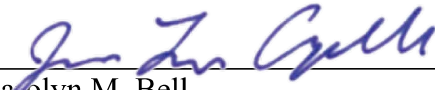
DATED: 1/31/22


By: _____
On behalf of Citrus Motors Ontario, Inc.

APPROVED AS TO FORM AND CONTENT:

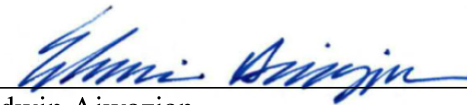
DATED: 01/31/2022

AEGIS LAW FIRM, PC

By: 
Carolyn M. Bell
Attorneys for Plaintiff Gerardo Velasquez

LAYWERS *FOR* JUSTICE, PC

DATED: 01/27/2022

By: 
Edwin Aiwazian
Attorneys for Plaintiff Cayla Bonds

DATED: 06/13/2022

RUTAN & TUCKER, LLP

By: 
Edson K. McClellan
Peter Hering
Attorneys for Defendant

Exhibit A
Cover Letter

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Address>>
<<City>> <<State>> <<Zip>>

Re: Individual Settlement Payment from *Gerardo Velasquez v. Citrus Motors Ontario, Inc.*, Case No. CIVSB2108083, and *Cayla Bonds v. Citrus Motors Ontario, Inc.*, Case No. CIVSB2114893

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<**amount of payment**>> (“Individual Settlement Check”). This check is your payment from the settlement of two lawsuits entitled *Gerardo Velasquez v. Citrus Motors Ontario, Inc.*, Case No. CIVSB2108083, and *Cayla Bonds v. Citrus Motors Ontario, Inc.*, Case No. CIVSB2114893 (together, “Actions”), pending in the Superior Court of California for the County of San Bernardino (“Court”).

The Actions were filed by Gerardo Velasquez and Cayla Bonds (“Plaintiffs”), former employees of Citrus Motors Ontario, Inc. (“Defendant”), on behalf of the State of California with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). Plaintiffs alleged that Defendant violated multiple provisions of the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay all wages (including minimum and overtime wages, and at the proper rate), provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, reimburse business expenses, keep complete and accurate payroll records, timely pay all wages during employment and upon separation of employment, and provide compliant wage statements. Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

A settlement was reached between Plaintiffs and Defendant, on behalf of Plaintiffs, the State of California, and the following aggrieved employees: all current and former non-exempt employees who worked for Defendant within the State of California between September 25, 2019, and December 20, 2021 (“PAGA Employees”).

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the PAGA Employees. You are receiving a portion of the settlement (the enclosed Individual Settlement Check) because you have been identified as a PAGA Employee. Your Individual Settlement Check is based on the total number of pay periods that you worked as a PAGA Employee during the period between September 25, 2019, and December 20, 2021 (“PAGA Period”). The Individual Settlement Check is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

By way of the settlement, you are deemed to fully release and forever discharge the Released Parties from the Released Claims. The “Released Parties” means Defendant and each of its current, past, and present, subsidiaries, affiliates, parent companies, shareholders, members, directors, officers, managing agents, owners, employees, attorneys, representative, agents, insurers, predecessors, successors, and assigns, and any individual or entity which could be jointly liable with Defendant in connection with the Actions. The “Released Claims” means and refers to any and all Claims for PAGA civil penalties that were alleged or reasonably could have been alleged in the Notices to the LWDA and the Operative Complaints based on the facts alleged therein, which arose during the PAGA Period, which includes, but is not limited to, claims under PAGA for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to permit rest breaks, failure to reimburse business expenses, failure to provide accurate itemized wage statements, failure to pay all wages due upon separation of employment, failure to pay wages during employment, failure to keep complete and accurate payroll records, and violations of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2800, 2802, and Industrial Welfare Commission Wage Order 7-2001.

Your Individual Settlement Check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual Settlement Check will be cancelled and the funds will be transmitted to the State Controller’s Office Unclaimed Property Fund in your name.

Exhibit A

Cover Letter

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.

EXHIBIT 2



AEGIS LAW FIRM, PC
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: 949.379.6250
Facsimile: 949.379.6251
www.aegislawfirm.com

March 25, 2021

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Citrus Motors Ontario, Inc.:
Dennis A. Shannon Jr.
1375 Woodruff Way
Ontario, CA 91761

Re: Gerardo Velasquez v. Citrus Motors Ontario, Inc.

Dear Labor and Workforce Development Agency; Citrus Motors Ontario, Inc.:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by Citrus Motors Ontario, Inc. ("Citrus") and the facts and theories in support of said allegations. This firm represents Gerardo Velasquez ("Claimant"); we hereby notify you that Claimant intends to seek penalties against Citrus under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant's own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by Citrus

The specific provisions of the Labor Code allegedly violated by Citrus and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2800, and 2802.

Facts and Theories Supporting the Allegations Against Citrus

Claimant and other aggrieved employees worked for Citrus in California as non-exempt employees. Aggrieved employees were either paid hourly or on a commission basis in whole or in part. Claimant was employed by Citrus as a service technician in California within the past year.

During the past year, Citrus failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were interrupted during their meal periods, were required to work through their meal periods, were required to remain on premises and on call during meal periods, had short meal

periods rounded, and/or were not scheduled to be relieved by other employees at the appropriate intervals to receive all lawful meal periods. As a result, their meal periods were missed, late, short, and/or interrupted, including second meal periods in shift over 10 hours.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Citrus violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Citrus failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required to work through their rest periods, were required to remain on premises and on call during rest periods, were interrupted during rest periods, were only allowed to take one rest period, were discouraged from taking their rest periods, and/or were not scheduled to be relieved by other employees at the appropriate intervals to receive all rest periods, including a third rest break in shifts over 10 hours.

When Claimant and other aggrieved employees did not receive rest periods, Citrus violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Citrus failed to pay Claimant and other aggrieved employees at least the legal minimum wage and overtime wage for all hours worked (in violation of Labor Code sections 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Citrus' policy and practice of requiring Claimant and aggrieved employees to work off-the-clock when they were instructed to clock out and keep working by dispatch or other agents of Citrus, and due to Citrus' practice of rounding Claimant's and aggrieved employees' time punches to its advantage. To the extent such work performed off-the-clock entitled employees to pay at the legal minimum wage rate or at the overtime rate of pay, Citrus failed to pay Claimant and other aggrieved employees all minimum and overtime wages for these hours. Additionally, Citrus paid Claimant and other aggrieved employees commissions and bonuses but failed to properly include all non-discretionary pay in the overtime rate, thereby underpaying the overtime wages paid to Claimant and other aggrieved employees. Citrus also failed to include this incentive pay in the sick pay rate in violation of Labor Code section 246.

Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their job duties for the benefit of Citrus. For example, Claimant and aggrieved employees incurred expenses associated with buying their own tools to perform work duties. As such, Citrus violated Labor Code §§ 2800 and 2802 by failing to reimburse Claimant and other aggrieved employees for such expenses.

Claimant and aggrieved employees who were paid in whole or in part on a commission basis were not given written commission agreements as required by Labor Code § 2751.

As a result of, and in addition to, these actions, Citrus violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following:

(1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and wages due to the violations above.

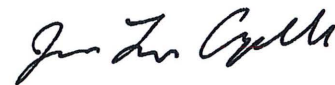
Citrus violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Citrus violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Citrus due to the above violations (in violation of Labor Code sections 201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of himself and all other aggrieved employees against Citrus. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure: Class Action Complaint

AEGIS LAW FIRM, PC

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Attorneys for Plaintiff Gerardo Velasquez, individually,
and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

GERARDO VELASQUEZ, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

CITRUS MOTORS ONTARIO, INC.; and
DOES 1 through 20, inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Reimburse Business Expenses;
6. Failure to Provide Accurate Itemized Wage Statements;
7. Failure to Pay All Wages Due Upon Separation of Employment; and
8. Violation of Business and Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Gerardo Velasquez, individually and on behalf of others similarly situated,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Gerardo Velasquez (“Plaintiff”) brings this putative class action against
5 defendants Citrus Motors Ontario, Inc., and DOES 1 through 20, inclusive (“Defendants”), on
6 Plaintiff’s own behalf and on behalf of a putative class of Defendants’ non-exempt employees
7 throughout California.

8 2. Defendants are in the automobile industry.

9 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
10 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
11 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
12 competition.

13 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
14 increased their profits by violating state wage and hour laws by, among other things:

- 15 (a) failing to pay all wages (including minimum wages and overtime wages);
- 16 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 17 (c) failing to authorize or permit lawful rest breaks or provide compensation
18 in lieu thereof;
- 19 (d) failing to reimburse necessary business-related costs;
- 20 (e) failing to provide accurate itemized wage statements; and
- 21 (f) failing to pay all wages due upon separation of employment.

22 5. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
23 others similarly situated in California to recover, among other things, unpaid wages, un-
24 reimbursed business expenses, benefits, interest, attorneys’ fees, costs and expenses, and
25 penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 1194,
26 1194.2, 1197, 1198, 2800, and 2802, and Code of California Civil Procedure § 1021.5.

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7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county.

10. Plaintiff is a resident of California and worked for Defendants during the relevant time periods as alleged herein.

12. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

1 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
2 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
3 all relevant times.

4 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
8 employer and/or joint employer of Plaintiff and the class members.

9 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
10 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
11 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
12 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
13 official policy of Defendants.

14 16. At all relevant times, Defendants, and each of them, acted within the scope of
15 such agency or employment, or ratified each and every act or omission complained of herein. At
16 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
17 each and all the other Defendants in proximately causing the damages herein alleged.

18 17. Plaintiff is informed and believes, and thereon alleges, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **CLASS ACTION ALLEGATIONS**

22 18. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
23 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor
24 Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

25 19. All claims alleged herein arise under California law for which Plaintiff seeks
26 relief authorized by California law.

27 20. Plaintiff's proposed class consists of and is defined as follows:
28

1 Class

2 All California residents currently or formerly employed by Defendant as non-
3 exempt employees in the State of California at any time between September 28,
4 2016¹ and the date of class certification (“Class”).

5 21. Plaintiff also seeks to certify the following subclasses of employees:

6 Waiting Time Subclass

7 All members of the Class who separated their employment with Defendant at any
8 time between September 18, 2017 and the date of class certification (“Waiting
9 Time Subclass”).

10 22. Plaintiff reserves the right to modify or re-define the Class, establish additional
11 subclasses, or modify or re-define any class or subclass definition as appropriate based on
12 investigation, discovery, and specific theories of liability.

13 23. Members of the Class and the Waiting Time Subclass described above will be
14 collectively referred to as “Class Members.”

15 24. There are common questions of law and fact as to the Class Members that
16 predominate over any questions affecting only individual members including, but not limited to,
17 the following:

18 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
19 (including minimum wages and overtime wages) for all hours worked by
20 Plaintiff and Class Members.

21 (b) Whether Defendants required Plaintiff and Class Members to work over
22 eight (8) hours per day, over twelve (12) hours per day, and/or over forty
23 (40) hours per week and failed to pay them proper overtime compensation
24 for all overtime hours worked.

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27 ¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020
28 pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

- 1 (c) Whether Defendants deprived Plaintiff and Class Members of timely meal
2 periods or required Plaintiff and Class Members to work through meal
3 periods without legal compensation.
- 4 (d) Whether Defendants deprived Plaintiff and Class Members of rest breaks
5 or required Plaintiff and Class Members to work through rest breaks.
- 6 (e) Whether Defendants failed to reimburse Plaintiff and Class Members for
7 necessary business-related costs expended for the benefit of Defendants.
- 8 (f) Whether Defendants failed to provide Plaintiff and Class Members
9 accurate itemized wage statements.
- 10 (g) Whether Defendants were required to and failed to pay wages weekly to
11 Plaintiff and Class Members.
- 12 (h) Whether Defendants failed to timely pay the Waiting Time Subclass all
13 wages due upon termination or within seventy-two (72) hours of
14 resignation.
- 15 (i) Whether Defendants' conduct was willful or reckless.
- 16 (j) Whether Defendants engaged in unfair business practices in violation of
17 Business and Professions Code §§ 17200, *et seq.*

18 25. There is a well-defined community of interest in this litigation and the proposed
19 Class and subclasses are readily ascertainable:

20 (a) Numerosity: The Class Members are so numerous that joinder of all
21 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,
22 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The
23 identities of the Class Members are readily ascertainable by inspection of Defendants'
24 employment and payroll records.

25 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
26 (or defenses, if any) of the Class Members because Defendants' failure to comply with the
27 provisions of California's wage and hour laws entitled each Class Member to similar pay,
28 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries

1 sustained by the Class Members, because they arise out of and are caused by Defendants'
2 common course of conduct as alleged herein.

3 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
4 interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims
5 alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed
6 class counsel, are competent and experienced in litigating large employment class actions and
7 versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
8 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and
9 costs that have been and will be necessarily expended for the prosecution of this action for the
10 substantial benefit of the Class Members.

11 (d) Superiority: The nature of this action makes use of class action
12 adjudication superior to other methods. A class action will achieve economies of time, effort, and
13 expense as compared with separate lawsuits and will avoid inconsistent outcomes because the
14 same issues can be adjudicated in the same manner for the entire Class and Waiting Time
15 Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods
16 to efficiently manage this case as a class action.

17 (e) Public Policy Considerations: Employers in the State of California violate
18 employment and labor laws every day. Current employees are often afraid to assert their rights
19 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
20 because they believe their former employers might damage their future endeavors through
21 negative references and/or other means. Class actions provide class members who are not named
22 in the complaint with a type of anonymity that allows for the vindication of their rights while
23 affording them privacy protections.

24 **GENERAL ALLEGATIONS**

25 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
26 California residents as non-exempt employees or employees throughout California at
27 Defendants' California business location(s).
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1 27. Defendants continue to employ non-exempt employees or employees within
2 California.

3 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
4 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
5 were knowledgeable about California's wage and hour laws, employment and personnel
6 practices, and the requirements of California law.

7 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and Class Members were entitled to receive wages for all time
9 worked (including minimum wages and overtime wages) and that they were not receiving all
10 wages earned for work that was required to be performed. In violation of the Labor Code and
11 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum
12 wages and overtime wages) for all hours worked, including, but not limited to requiring Plaintiff
13 and Class Members to work off-the-clock and through meal periods, rounding the hours worked
14 by Plaintiff and Class Members to Defendants' advantage, and failing include bonuses and other
15 incentive pay in the overtime rate paid to Plaintiff and Class Members.

16 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and Class Members were entitled to receive all required meal
18 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
19 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
20 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all meal periods
21 or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of
22 pay when they did not receive a timely, uninterrupted meal period.

23 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
25 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
26 when a rest break was late, missed, or interrupted. In violation of the Labor Code and IWC Wage
27 Orders, Plaintiff and Class Members did not receive all rest breaks or payment of one (1)
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1 additional hour of pay at Plaintiff's and Class Members' regular rate of pay when a rest break
2 was missed, late, interrupted, or on-duty.

3 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and Class Members were entitled to reimbursement and/or
5 indemnification for all necessary business expenditures or losses as a direct consequence of the
6 discharge of their duties, or of their obedience to the directions of Defendants. In violation of the
7 Labor Code and IWC Wage Orders, Plaintiff and Class Members incurred necessary business
8 expenses or losses, such as buying tools required for work, but were not reimbursed nor
9 indemnified of such expenses or losses that were incurred as a direct consequence of the
10 discharge of their duties, or of their obedience to the directions of Defendants.

11 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and Class Members were entitled to receive itemized wage
13 statements that accurately showed the following information pursuant to the Labor Code: (1)
14 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
15 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
16 deductions, provided that all deductions made on written orders of the employee may be
17 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
18 which the employee is paid; (7) the name of the employee and only the last four digits of his or
19 her social security number or an employee identification number other than a social security
20 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
21 hourly rates in effect during the pay period and the corresponding number of hours worked at
22 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Class Members
23 were not provided with accurate itemized wage statements.

24 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that the Waiting Time Subclass was entitled to timely payment of wages due
26 upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass did
27 not receive payment of all wages within the permissible time periods.

35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so in order to increase Defendants' profits.

36. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover, among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal period premium payments, unpaid rest period premium payments, unreimbursed business expenditures, interest, attorneys' fees, penalties, costs, and expenses.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

37. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

38. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

39. Plaintiff and Class Members were employees entitled to the protections of Labor Code §§ 1194 and 1197.

40. During the relevant time period, Defendants failed to pay Plaintiff and Class Members all wages owed when Defendants did not pay for all hours worked, including, but not limited to, hours spent working off-the-clock and through meal periods while clocked out, and time rounded in Defendants' favor, among others.

41. During the relevant time period, Defendants failed to pay at least minimum wage to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

42. Defendants' failure to pay Plaintiff and Class Members the required minimum wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class

1 Members are entitled to recover the unpaid balance of their minimum wage compensation as
2 well as interest, costs, and attorneys' fees.

3 43. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
4 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
5 interest thereon.

6 **SECOND CAUSE OF ACTION**

7 **FAILURE TO PAY OVERTIME**

8 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

9 44. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
10 though fully set forth herein.

11 45. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
12 unlawful to employ persons without compensating them at a rate of pay either one and one-half
13 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
14 worked by the person on a daily or weekly basis.

15 46. Specifically, the applicable IWC Wage Orders provide that Defendants are and
16 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one
17 and one-half times (1½) their regular rate of pay when working and for all hours worked in
18 excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first
19 eight (8) hours of work on the seventh day of work in a workweek.

20 47. The applicable IWC Wage Orders further provide that Defendants are and were
21 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times
22 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours in
23 a day or in excess of eight (8) hours on the seventh day of work in a workweek.

24 48. California Labor Code § 510 codifies the right to overtime compensation at one
25 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
26 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
27 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
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1 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
2 seventh day of work in a workweek.

3 49. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
4 of more than six days in a workweek is only permissible if the employer pays proper overtime
5 compensation as set forth herein.

6 50. Plaintiff and Class Members were employees entitled to the protections of
7 California Labor Code §§ 510 and 1194.

8 51. During the relevant time period, Defendants required Plaintiff and Class Members
9 to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh
10 consecutive day of work, entitling them to overtime wages.

11 52. During the relevant time period, Defendants failed to pay Plaintiff and Class
12 Members overtime wages for all overtime hours worked when Defendants failed to pay for time
13 spent working off-the-clock and through meal periods, and time rounded in Defendants' favor,
14 among other reasons. To the extent these hours qualify for the payment of overtime wages,
15 Plaintiff and Class Members were not paid proper overtime wages. Further, when Defendants
16 paid overtime wages, they were sometimes miscalculated because, among other reasons,
17 Defendants did not include all non-discretionary pay in the calculation.

18 53. In violation of California law, Defendants knowingly and willfully refused to
19 perform their obligations and compensate Plaintiff and Class Members for all wages earned and
20 all hours worked.

21 54. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of
22 overtime compensation, as required by California law, violates the provisions of Labor Code §§
23 510 and 1198, and is therefore unlawful.

24 55. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to
25 recover their unpaid overtime and double time compensation as well as interest, costs, and
26 attorneys' fees.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

4 56. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 57. Labor Code § 226.7 provides that no employer shall require an employee to work
7 during any meal period mandated by the IWC Wage Orders.

8 58. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall
9 employ any person for a work period of more than five (5) hours without a meal period of not
10 less than 30 minutes, except that when a work period of not more than six (6) hours will
11 complete the day’s work the meal period may be waived by mutual consent of the employer and
12 the employee.”

13 59. Labor Code § 512(a) provides that an employer may not require, cause, or permit
14 an employee to work for a period of more than five (5) hours per day without providing the
15 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
16 the total work period per day of the employee is not more than six (6) hours, the meal period may
17 be waived by mutual consent of both the employer and the employee.

18 60. Labor Code § 512(a) also provides that an employer may not employ an employee
19 for a work period of more than ten (10) hours per day without providing the employee with a
20 second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
21 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
22 employer and the employee only if the first meal period was not waived.

23 61. During the relevant time period, Plaintiff and Class Members did not receive
24 compliant meal periods for working more than five (5) and ten (10) hours per day because their
25 meal periods were missed, late, short, interrupted, on-duty, and/or they were not permitted to
26 take a second meal period.

1 62. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
2 an employer to pay an employee one (1) additional hour of pay at the employee’s regular rate of
3 compensation for each work day that a compliant meal period is not provided.

4 63. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal
5 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)
6 and section 11 of the applicable IWC Wage Order.

7 64. As a result of Defendants’ failure to pay Plaintiff and Class Members an
8 additional hour of pay for each day a compliant meal period was not provided, Plaintiff and
9 Class Members suffered and continue to suffer a loss of wages and compensation.

10 **FOURTH CAUSE OF ACTION**

11 **FAILURE TO PERMIT REST BREAKS**

12 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

13 65. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
14 though fully set forth herein.

15 66. Labor Code § 226.7(a) provides that no employer shall require an employee to
16 work during any rest period mandated by the IWC Wage Orders.

17 67. Section 12 of the applicable IWC Wage Order states “[e]very employer shall
18 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
19 the middle of each work period[,]” and the “[a]uthorized rest period time shall be based on the
20 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
21 fraction thereof[,]” unless the total daily work time is less than three and one-half (3½) hours.

22 68. During the relevant time period, Plaintiff and Class Members did not receive a ten
23 (10) minute rest period for every four (4) hours or major fraction thereof worked, including
24 working in excess of ten (10) hours in a day, because they were required to work through their
25 rest periods, were required to remain on-duty during rest periods, and/or were not authorized to
26 take their rest periods.

69. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period is not provided.

70. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

71. As a result of Defendants' failure to pay Plaintiff and Class Members an additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Violation of Labor Code §§ 2800, 2802)

72. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

73. Labor Code § 2800 states that “[a]n employer shall in all cases indemnify his employee for losses caused by the employer’s want of ordinary care.”

74. Labor Code § 2802(a) states that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer”

75. Labor Code § 2802(b) states that “[a]ll awards made by a court . . . for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.”

76. Labor Code § 2802(c) states that “[f]or purposes of this section, the term “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

1 77. During the relevant time period, Plaintiff and Class Members incurred necessary
2 business-related costs that were not fully reimbursed by Defendants, including, but not limited to
3 tools required for work.

4 78. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or
5 indemnify Plaintiff and Class Members for their expenses due to Defendants' knowing and
6 intentional failure to reimburse necessary business expenditures in connection with Plaintiff's
7 and Class Members' work and job duties.

8 79. As a direct result, Plaintiff and Class Members have suffered and continue to
9 suffer losses, and therefore seek complete reimbursement and indemnification of necessary
10 business expenditures or losses, interest thereon at the required rate, and all reasonable costs in
11 enforcing the rights under Labor Code § 2802, including, but not limited to attorneys' fees.

12 **SIXTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

14 (Violation of Labor Code § 226; Violation of IWC Wage Order)

15 80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
16 though fully set forth herein.

17 81. Labor Code § 226(a) requires Defendants to provide each employee with an
18 accurate wage statement in writing showing nine pieces of information, including, the following:
19 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
20 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
21 deductions, provided that all deductions made on written orders of the employee may be
22 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
23 which the employee is paid, (7) the name of the employee and the last four digits of his or her
24 social security number or an employee identification number other than a social security number,
25 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
26 rates in effect during the pay period and the corresponding number of hours worked at each
27 hourly rate by the employee.

1 82. During the relevant time period, Defendants have knowingly and intentionally
2 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
3 and Class Members. The deficiencies include, among other things, the failure to correctly state
4 the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the
5 number of hours worked at each hourly rate by Plaintiff and Class Members.

6 83. As a result of Defendants' knowing and intentional failure to comply with Labor
7 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
8 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury
9 pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code §
10 226(a). Plaintiff and Class Members were denied both their legal right to receive, and their
11 protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In
12 addition, because Defendants failed to provide the accurate rates of pay on wage statements,
13 Defendants prevented Plaintiff and Class Members from determining if all hours worked were
14 paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit
15 in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses
16 and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had
17 Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also
18 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

19 84. Plaintiff and Class Members are entitled to recover from Defendants the greater of
20 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
21 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars
22 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
23 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

24 85. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
25 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
26 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
27 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
28

1 have suffered an injury, in the exact amount of damages and/or penalties to be shown according
2 to proof at trial.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

5 (Violation of Labor Code §§ 201, 202, and 203)

6 86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
7 though fully set forth herein.

8 87. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
9 the wages earned and unpaid at the time of discharge are due and payable immediately, and that
10 if an employee voluntarily leaves his or her employment, his or her wages shall become due and
11 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
12 two (72) hours previous notice of an intention to quit, in which case the employee is entitled to
13 his or her wages at the time of quitting.

14 88. During the relevant time period, Defendants willfully failed to pay the Waiting
15 Time Subclass all their earned wages upon termination, including, but not limited to, proper
16 minimum wage and overtime compensation, meal period premiums, and rest period premiums
17 either at the time of discharge or within seventy-two (72) hours of their leaving Defendants'
18 employ.

19 89. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the
20 time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in
21 violation of Labor Code §§ 201 and 202.

22 90. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
23 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then
24 the wages of the employee shall continue as a penalty from the due date at the same rate until
25 paid or until an action is commenced; but the wages shall not continue for more than thirty (30)
26 days.

27 91. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover
28 from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members'

1 regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a
2 maximum of thirty (30) days.

3 **EIGHTH CAUSE OF ACTION**

4 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

5 (Violation of Business and Professions Code §§ 17200, *et seq.*)

6 92. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
7 though fully set forth herein.

8 93. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
9 unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice . .
10 . .”

11 94. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
12 be predicated on a violation of any state or federal law. In the instant case, Defendants’ policies
13 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to
14 suffer injuries-in-fact.

15 95. Defendants’ policies and practices violated state law in at least the following
16 respects:

- 17 (a) Failing to pay all wages earned (including minimum wage and overtime
18 wages) to Plaintiff and Class Members at the proper rate in violation of
19 Labor Code §§ 246, 510, 1194, 1194.2, 1197, and 1198.
- 20 (b) Failing to provide compliant meal periods without paying Plaintiff and
21 Class Members premium wages for every day said meal periods were not
22 provided in violation of Labor Code §§ 226.7 and 512.
- 23 (c) Failing to authorize or permit compliant rest breaks without paying
24 Plaintiff and Class Members premium wages for every day said rest
25 breaks were not authorized or permitted in violation of Labor Code §
26 226.7.
- 27 (d) Failing to reimburse Plaintiff and Class Members for necessary business-
28 related expenses in violation of Labor Code §§ 2800 and 2802.

1 (e) Failing to provide Plaintiff and Class Members with accurate itemized
2 wage statements in violation of Labor Code § 226.

3 (f) Failing to timely pay all earned wages to the members of the Waiting
4 Time Subclass upon separation of employment in violation of Labor Code
5 §§ 201, 202, and 203.

6 96. As alleged herein, Defendants systematically engaged in unlawful conduct in
7 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
8 (minimum and overtime wages), failing to provide meal periods and rest breaks or
9 compensation in lieu thereof, failing to reimburse necessary business-related costs and
10 expenses, failing to furnish accurate wage statements, failing to pay wages weekly, and failing
11 to pay all wages due and owing upon separation of employment in a timely manner to the
12 Waiting Time Subclass, all in order to decrease their costs of doing business and increase their
13 profits.

14 97. At all relevant times herein, Defendants held themselves out to Plaintiff and Class
15 Members as being knowledgeable concerning the labor and employment laws of California.

16 98. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and
17 Class Members wages and monies, thereby creating for Defendants an artificially lower cost of
18 doing business in order to undercut their competitors and establish and/or gain a greater
19 foothold in the marketplace.

20 99. By violating the foregoing statutes and regulations as herein alleged, Defendants'
21 acts constitute unfair and unlawful business practices under California Business and Professions
22 Code §§ 17200, *et seq.*

23 100. As a result of the unfair and unlawful business practices of Defendants as alleged
24 herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and
25 restitution in an amount to be shown according to proof at trial.

26 101. Plaintiff seeks to enforce important rights affecting the public interest within the
27 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged
28 herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members,

1 and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class
2 Members are entitled to an award of attorneys' fees pursuant to California Code of Civil
3 Procedure § 1021.5.

4 **PRAYER FOR RELIEF**

5 On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays
6 for relief and judgment against Defendants, jointly and severally, as follows:

- 7 1. For certification under California Code of Civil Procedure § 382 of the proposed
8 Class and any other appropriate subclass;
- 9 2. For appointment of Gerardo Velasquez as class representative;
- 10 3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
- 11 4. For compensatory damages in an amount according to proof at trial;
- 12 5. For an award of damages in the amount of unpaid compensation including, but
13 not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;
- 14 6. For economic and/or special damages in an amount according to proof at trial;
- 15 7. For liquidated damages pursuant to Labor Code § 1194.2;
- 16 8. For statutory penalties to the extent permitted by law, including those pursuant to
17 the Labor Code and IWC Wage Orders;
- 18 9. For injunctive relief as provided by the California Labor Code and California
19 Business and Professions Code §§ 17200, *et seq.*;
- 20 10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
- 21 11. For an order requiring Defendants to restore and disgorge all funds to each
22 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair,
23 or fraudulent and, therefore, constituting unfair competition under Business and Professions
24 Code §§ 17200, *et seq.*;
- 25 12. For pre-judgment interest;
- 26 13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
27 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
28 226(e) and 1194; and

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14. For such other relief as the Court deems just and proper.

Dated: March 25, 2021

AEGIS LAW FIRM, PC

By: 

Jessica L. Campbell
Attorneys for Plaintiff Gerardo Velasquez

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: March 25, 2021

AEGIS LAW FIRM, PC

By: 

Jessica L. Campbell
Attorneys for Plaintiff Gerardo Velasquez

EXHIBIT 3

Delaney Graves

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov> on behalf of DIR PAGA Unit
Sent: Thursday, June 16, 2022 10:13 AM
To: dgraves@aegislawfirm.com
Subject: Thank you for your Proposed Settlement Submission

06/16/2022 10:13:02 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

Matter Billing Detail

Report Date: 6/15/2022
Report Time: 1:47PM
Page: 1 of 2
User ID: Carlsen

Aegis Law Firm, PC

Date Range: 01/01/1900 to 06/15/2022
Client: 547487 - Gerardo Velasquez
Matter: 601 - Velasquez v. Citrus Motors Ontario, Inc. (PAGA)

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
03/25/2021	FF	Filing Fee - LWDA claim	\$75.00		Unbilled				
03/25/2021	FF	Filing Fee - S&C	\$1,435.00		Unbilled				
03/25/2021	AFF	Administrative Filing Fee - S&C	\$144.69		Unbilled				
04/30/2021	RES	Database Research Fee - Complaint; Summons, and CCCS	\$16.50		Unbilled				
05/20/2021	AFF	Administrative Filing Fee - NOA	\$77.94		Unbilled				
06/22/2021	AFF	Administrative Filing Fee - Joint Initial CMS	\$77.94		Unbilled				
06/29/2021	CTC	Court Call - CMC	\$94.00		Unbilled				
07/06/2021	RES	Database Research Fee - Complaint [Charters]	\$11.00		Unbilled				
07/06/2021	AFF	Administrative Filing Fee - FAC	\$85.59		Unbilled				
09/22/2021	MED	Vendor: Judicate West; Date: 9/22/2021 - Mediation Services-	\$6,250.00		Unbilled			995783	Judicate West
02/22/2022	CTC	Court Call	\$94.00		Unbilled				
04/21/2022	CTC	Court Call	\$94.00		Unbilled				
06/15/2022	CC	Cumulative Copies, Faxes, Scans, Telephone Charges, Postage	\$1,124.75		Unbilled				
		Total:	<u>\$9,580.41</u>	<u>\$0.00</u>					
		Balance:	<u>\$9,580.41</u>						

Matter Billing Detail

Aegis Law Firm, PC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$9,580.41						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						