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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – NORWALK COURTHOUSE

JACOB SANCHEZ, individually, and on
behalf of other aggrieved employees
pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

TRENCH PLATE RENTAL
COMPANY, a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21NWCV00317

Honorable Lee W Tsao
Department C

**DECLARATION OF EDWIN AIWAZIAN IN
SUPPORT OF PLAINTIFF’S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (CAL. LABOR CODE § 2698,
ET SEQ.) SETTLEMENT AGREEMENT AND
AWARD OF PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL LITIGATION
EXPENSES PAYMENT, GENERAL RELEASE
PAYMENT, AND ADMINISTRATION
EXPENSES PAYMENT**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
PAGA Counsel Fees Payment, PAGA Counsel
Litigation Expenses Payment, General Release
Payment, and Administration Expenses Payment;
Declaration of Plaintiff (Jacob Sanchez); and
[Proposed] Order and Judgment filed concurrently
herewith]

Reservation ID: 876503522998
Date: July 19, 2023
Time: 1:30 p.m.
Department: F

Complaint Filed: May 21, 2021
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwazian, hereby declare as follows:

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

ADEQUACY OF LAWYERS for JUSTICE, PC

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal education and training in dispute resolution and negotiation from the *Straus Institute for Dispute Resolution* as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the *Los Angeles County Superior Court*. In October of 2000, I obtained a Litigation Paralegal Certificate from *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by a prominent plaintiff-side law firm.

5. At the prominent plaintiff-side law firm, my practice focused on massive class actions and other complex cases involving toxic torts and products liability. In addition, I gained

substantial experience on cases involving insurance bad faith, premises liability, and medical negligence. While employed by the prominent plaintiff-side law firm, I argued approximately 100 motions, took or defended approximately 150 depositions, and prepared dozens of expert witnesses for deposition and/or trial.

6. Since its inception in or around October of 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment representative and class actions, involving wage-and-hour claims, race discrimination, unfair business practices or consumer fraud. Currently, Lawyers *for* Justice, PC is counsel of record in well over a dozen employment-related putative class actions and representative actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During this relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

EXAMPLES OF RESULTS IN REPRESENTATIVE AND CLASS ACTION CASES

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

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

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

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

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

11 e) LFI, in association with co-counsel therein, represented the plaintiff in a
12 wage-and-hour class and PAGA representative action against a bank, involving allegations of
13 misclassification of the "Assistant Branch Manager" position. On August 27, 2013, the court
14 granted final approval of the class and PAGA representative action settlement. The Kern County
15 Superior Court Case Number is S-1500-CV-273194-LHB.

16 f) LFI, in association with co-counsel therein, represented the plaintiff in a
17 wage-and-hour class and PAGA representative action against a national wholesale distributor of
18 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
19 "manager" positions. On May 22, 2014, the court granted final approval of the class and PAGA
20 representative action settlement. The Sacramento County Superior Court Case Number is 34-
21 2012-00136285.

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

27 h) LFI, in association with co-counsel therein, represented the plaintiff in a
28 wage-and-hour class and PAGA representative action against a national retailer of household

1 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
2 final approval of the class and PAGA representative action settlement. The San Francisco
3 County Superior Court Case Number is CGC-13-532344.

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

10 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a national retailer of upscale
12 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the
13 court granted final approval of the class and PAGA representative action settlement. The Los
14 Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial
15 Council Coordination Proceeding Number is 4794.

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

20 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
22 involving allegations of misclassification of the “Department Manager” position. On August 12,
23 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class.
24 On August 6, 2019, the court granted final approval of the class action settlement. The Alameda
25 County Superior Court Case Number is RG13680477.

26 m) LFJ represented the plaintiff in a PAGA representative action against a
27 real estate and property management company, on behalf of non-exempt employees. On

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November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

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

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

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a manufacturer of food service industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final

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1 approval of the class and PAGA representative action settlement. The Orange County Superior
2 Court Case Number is 30-2015-00810013-CU-OE-CXC.

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

8 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
9 representative action against a property management company, on behalf of non-exempt
10 employees. On June 14, 2017, the court granted final approval of the class and PAGA
11 representative action settlement. The Los Angeles County Superior Court Case Number is
12 BC586234.

13 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
14 representative action against a food company on behalf of non-exempt employees. On June 30,
15 2017, the court granted final approval of the class and PAGA representative action settlement.
16 The Sacramento County Superior Court Case Number is 34-2015-00175871.

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

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

25 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a manufacturer of plastic containers on behalf of non-exempt
27 employees. On October 31, 2017, the court granted final approval of the class and PAGA

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1 representative action settlement. The Los Angeles County Superior Court Case Number is
2 BC577233.

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

8 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class and PAGA representative action against a property management company
10 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
11 approval of the class and PAGA representative action settlement. The Los Angeles County
12 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
13 Number is 4819.

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

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

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

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

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

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

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

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

ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed

1 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
2 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
3 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
4 approval of the PAGA representative action settlement. The San Diego County Superior Court
5 Case Number is 34-2015-00175330.

6 jj) Lfj, in association with co-counsel therein, represents the plaintiff in a
7 wage-and-hour class and PAGA representative action against a large national drug testing
8 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
9 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
10 granted final approval of the class and PAGA representative action settlement. The San Diego
11 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

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

18 ll) Lfj, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class action against manufacturer and supplier of power products and services on
20 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
21 motion for class certification and certified a class. On August 27, 2021, the court granted final
22 approval of the class action settlement. The San Diego County Superior Court Case Number is
23 37-2015-00025968-CU-OE-CTL.

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

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THE SETTLEMENT REACHED IN THE ACTION

8. Marked and attached hereto as “**EXHIBIT 1**” is the PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Jacob Sanchez, for himself and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant National Trench Safety, Inc., fka Trench Plate Rental Company (“Defendant”). The parties have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to Aggrieved Employees when Individual PAGA Payments are distributed to them, in substantially the form attached as “EXHIBIT 1” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, General Release Payment, and Administration Expenses Payment. The Court is respectfully requested to approve the proposed Cover Letter.

9. The Aggrieved Employees covered by the Settlement consist of the following individuals: all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The “PAGA Period” means the period from March 16, 2020 to and including February 28, 2023. Defendant has represented that there are approximately four hundred ninety-six (496) Aggrieved Employees who worked a total of sixteen thousand seven hundred ninety-six (16,796) pay periods, during which an Aggrieved Employee worked for Defendant at least one (1) day, during the PAGA Period (“Pay Periods”).

10. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on March 16, 2021 (“PAGA Notice”). The PAGA Notice was sent by U.S. Certified Mail to the employer and to the LWDA by way of online submission on the LWDA’s website. The LWDA did not respond to

the PAGA Notice that was sent on behalf of Plaintiff. A true and correct copy of the March 16, 2021 PAGA Notice is attached hereto as “**EXHIBIT 2.**”

11. The Settlement is for the gross amount of Seven Hundred Thousand Dollars (\$700,000.00) (“Gross Settlement Amount”) which Defendant will pay under the Settlement. The Settlement Agreement provides that the “Net Settlement Amount” will be the Gross Settlement Amount less the following amounts: (1) PAGA Counsel Fees Payment in the amount of up to \$280,000.00 for attorneys’ fees and PAGA Counsel Litigation Expenses Payment in the amount up to \$25,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC (“PAGA Counsel”); (2) General Release Payment of \$15,000.00 to Plaintiff; and (3) Administration Expenses Payment of up to \$5,300.00 to the Administrator. PAGA Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of \$15,011.56, which is \$9,988.44 less than the maximum allocation for reimbursement of litigation costs and expenses provided for under the Settlement. Assuming that the requested PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, General Release Payment, and Administration Expenses Payment are approved by the Court, the Net Settlement Amount is estimated to be approximately \$384,688.44. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$288,516.33 (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$96,172.11, will be distributed to the Aggrieved Employees on a *pro rata* basis, based on their number of Pay Periods. The parties have agreed to retain Simpluris, Inc. (“Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris, Inc. to serve as the Administrator. The Administration Expenses Payment is estimated not to exceed \$5,300.00 and will be paid out of the Gross Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PAGA COUNSEL

12. The effectiveness of PAGA Counsel, Lawyers *for* Justice PC, in prosecuting this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the

State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

13. After engaging in extensive investigation, formal and informal discovery, and exchange of information, the parties participated in settlement negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a full-day mediation on July 10, 2022, conducted by Steven Rottman, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. The parties were not able to reach a settlement at that time. However, with the aid of the mediator, the parties reached the Settlement described herein after further negotiation. In the course of mediation and settlement negotiations, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, manageability, off-the-clock theory, meal and rest periods, arbitration agreements, regular rate of pay, on-premises rest breaks, wage-and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial and appeals, among other things. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

14. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim, and were preparing for trial. Plaintiff conducted significant investigation and formal and informal discovery and exchange of information, documents, and data regarding the facts of the case, including and not limited to, the review, consideration, and analysis of a large volume of information, documents, and data obtained from Plaintiff, Defendant, and other sources. PAGA Counsel propounded multiple sets of formal written discovery on Defendant (specifically, Requests for Production of Documents (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories – General (Set One)), and served notices of depositions of Defendant's Person Most Knowledgeable designees regarding

1 organizational structure and wage and hour practices, along with requests for production of
2 documents. The information, documents, and data that were reviewed and analyzed by PAGA
3 Counsel included, and were not limited to, the employment records of Plaintiff; aggrieved
4 employees' time and pay data; road test checklists; various agreements, acknowledgments, and
5 forms (such as, Defendant's Driver Responsibility Acknowledgement, Anti-Idling Notification,
6 Driver Certification for Other Compensated Work, Manual Acknowledgement Form, Mutual
7 Agreement to Arbitrate Claims, Acknowledgement of Receipt of Mutual Agreement to Arbitrate,
8 Acknowledgement of Execution of Mutual Agreement to Arbitrate, Nondisclosure and
9 Confidentiality Agreement, and Expense Reimbursement Form), and Defendant's operations
10 and employment policies, practices, and procedures (such as, Defendant's Meal & Rest Periods
11 Policy, Code of Safety Policy, and Pay Rates Policy), among other documents. Counsel for the
12 parties undertook significant investigation and evaluation Plaintiff's claim and allegations,
13 including, and not limited to, calculating the potential monetary recovery under PAGA. Other
14 work performed by PAGA Counsel included but was not limited to: meeting and conferring with
15 Defendant's counsel regarding the pleadings, discovery, case management, and the production of
16 information, documents, and data in the course of litigation and in connection with the mediation
17 and settlement negotiations, among other issues; case strategy and analysis; drafting, reviewing,
18 and revising the pleadings, court filings, the mediation brief, settlement agreement, and
19 settlement approval motion papers; and preparing for and appearing for court proceedings,
20 mediation, and settlement negotiations. Counsel for the parties have further invested time to
21 research the applicable law, which is evolving as it relates to representative PAGA actions,
22 manageability, off-the-clock theory, meal and rest periods, wage-and-hour enforcement, regular
23 rate of pay, and arbitration agreements, Plaintiff's claim and allegations, and Defendant's
24 defenses, as well as facts discovered.

25 15. Based on investigation and information discovered, PAGA Counsel believes that
26 there is sufficient evidence to support the allegations that Defendant violated the California
27 Labor Code. While PAGA Counsel believes that the PAGA claim has merit and that Plaintiff
28 will ultimately succeed in this litigation and prevail at trial, Plaintiff and PAGA Counsel also

recognize Defendant’s defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiff faced the risk that the Court may determine that the PAGA claim requires individualized inquiries that would render adjudication of the PAGA claims unmanageable or at odds with Defendant’s right to due process. *See, e.g., Wesson v. Staples the Office Superstore, LLC* (2021) 68 Cal.App.5th 746, 756 (“[C]ourts have inherent authority to ensure that PAGA claims can be fairly and efficiently tried and, if necessary, may strike claims that cannot be rendered manageable”); *but cf. Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 712, *review granted* (June 22, 2022) (“Imposing a manageability requirement would create an extra hurdle in PAGA cases that does not apply to LWDA enforcement actions.”)

16. Plaintiff and his counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant’s conduct warrants the imposition of penalties. Plaintiff’s core allegation is that Defendant has violated the California Labor Code by failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

17. From the inception of this litigation, Defendant indicated that it would aggressively litigate this case and contended that it would ultimately succeed in the action. Defendant maintained several defenses to Plaintiff’s allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this

litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform policy and systematic scheme of wage abuse against its purported aggrieved employees, and that it had, and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

18. Importantly, Defendant also contended that the claims of other purported aggrieved employees with respect to whom Plaintiff seeks civil penalties are subject to enforceable agreements. Defendant contended that, taken together, these agreements would have a claim preclusive impact or otherwise effectively could be used to require purported aggrieved employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. Although the parties disagree on whether or not Defendant's various agreements are enforceable and their impact, there is more uncertainty regarding the viability of PAGA claims in the judicial forum, arising from the U.S. Supreme Court's decision in *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940.

19. Even if Defendant failed on its defenses, Plaintiff would inevitably face other challenges in court. For example, Defendant challenged Plaintiff's standing as an aggrieved employee and denied that any of Defendant's other employees with respect to whom Plaintiff seeks civil penalties are aggrieved. Aside from challenges relating to standing, Defendant would have likely sought bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an approach, for example, limiting discovery or trial of the issues to Plaintiff. Defendant also contended that an important feature of the PAGA statute is that a court has discretion to reduce the penalties to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate

California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

20. The parties had the opportunity to review and invested time reviewing and analyzing extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant to calculate and determine the potential value and strength of the PAGA claim. Accordingly, the parties have conducted sufficient investigation and review of information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator, Steven Rottman, Esq. The parties have agreed that this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs and risks to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial and/or upon appeal.

21. As set forth more fully in the accompanying Motion, PAGA Counsel seeks attorneys' fees in the amount of \$280,000.00, which represents forty percent (40%) of the Gross Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and PAGA Counsel, Plaintiff has agreed to a contingency fee of at least forty percent (40%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that PAGA Counsel took in commencing the case; (2) the time, effort, and expense that PAGA Counsel dedicated to the case; (3) the skill and determination that PAGA Counsel has shown; (4) the results that PAGA Counsel has achieved throughout the litigation; (5) value of the settlement that PAGA Counsel has achieved in the case; and (6) the other cases that PAGA Counsel has turned down in order to devote its time and efforts to this case.

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22. I am aware that common and acceptable rates for contingency representation in wage and hour class and representative action litigation are normally in the range from 33.3% to 50%.

23. While not necessarily required to be demonstrated because a percentage of the fund is proper for this settlement, it should be noted that PAGA Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a simple lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **342.80 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "EXHIBIT 3" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These hours include work done by myself and several other attorneys at the firm. Also, separate from the hours referenced herein, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

24. The work performed in this particular case, the background of our firm, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation at the rate of at least \$750 for work performed by PAGA Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$750 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court

Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved an hourly rate of \$780.77; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of \$845.64.

LITIGATION COSTS AND EXPENSES INCURRED BY PAGA COUNSEL

25. PAGA Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this case. PAGA Counsel seeks reimbursement of \$15,011.56 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 4.**" These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement, and the amount sought for reimbursement is less than the maximum amount (\$25,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses.

GENERAL RELEASE PAYMENT TO PLAINTIFF

26. In recognition of his efforts and work in spearheading the litigation of this matter, as well as for his broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Paragraph 6 of the Settlement Agreement), the Settlement

1 provides a General Release Payment to Plaintiff in the amount of \$15,000.00 to be paid out of
2 the Gross Settlement Amount, subject to approval by the Court. The requested General Release
3 Payment is fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the
4 shoes of the State of California and undertook the responsibilities of serving in a representative
5 capacity. Plaintiff has spent a substantial amount of time and effort discussing his employment
6 with his counsel, gathering and producing relevant documents and information, and providing
7 the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available
8 whenever his counsel needed him and actively tried to obtain and provide information that would
9 facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to
10 receive a General Release Payment.

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

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

18 Executed this 26th day of June 2023, at Glendale, California.

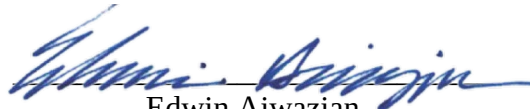
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EXHIBIT A

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Jacob Sanchez (“Plaintiff”) and National Trench Safety, Inc., fka Trench Plate Rental Company (“TPR” or “Defendant”). The Agreement refers to Plaintiff and TPR collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS

- 1.1. **“Action”** means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against TPR captioned *Jacob Sanchez v. Trench Plate Rental Company*, Case No. 21NWCV00317, initiated on May 21, 2021 and pending in Superior Court of the State of California, County of Los Angeles – Norwalk Courthouse.
- 1.2. **“Administrator”** means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. **“Administration Expenses Payment”** means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Parties in connection with approval of this Settlement.
- 1.4. **“Aggrieved Employees”** means all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period.
- 1.5. **“Aggrieved Employee Data”** means Aggrieved Employee identifying information in TPR’s possession including each Aggrieved Employee’s full name, last-known mailing address, Social Security number, and number of Pay Periods.
- 1.6. **“Aggrieved Employee Address Search”** means the Administrator’s investigation and search for Aggrieved Employees’ current mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. **“Approval Order and Judgment”** means the proposed Court Order and Judgment granting approval of the Settlement and entering judgment based upon the approval of the Settlement.
- 1.8. **“Court”** means the Superior Court of California, County of Los Angeles.
- 1.9. **“Defense Counsel”** means Sabrina L. Shadi and Vivian Y. Shen of Baker & Hostetler LLP.
- 1.10. **“Effective Date”** means the date by when both of the following have occurred: (a) the Court enters the Approval Order and Judgment, and (b) the Approval Order and Judgment is final, meaning the later of (i) the day after the deadline for filing a notice of appeal from the Approval Order and Judgment, if no timely appeal from the Approval Order and Judgment is filed, or (ii) the day after the appellate court

affirms the Approval Order and Judgment and issues a remittitur, if an appeal from the Approval Order and Judgment is timely filed.

- 1.11 **“General Release Payment”** means the amount the Court awards to Plaintiff for his services as the representative of the Aggrieved Employees and his broader individual release and waiver of claims, which will be up to Fifteen Thousand Dollars (\$15,000).
- 1.12 **“Gross Settlement Amount”** means Seven Hundred Thousand Dollars (\$700,000) which is the total amount TPR agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay all Individual PAGA Payments, LWDA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, General Release Payment, and the Administration Expenses Payment.
- 1.13 **“Individual PAGA Payment”** means an Aggrieved Employee’s *pro rata* share of 25% of the Net Settlement Amount, calculated according to their number of Pay Periods worked during the PAGA Period.
- 1.14 **“LWDA”** means the California Labor and Workforce Development Agency.
- 1.15 **“LWDA Payment”** means the amount paid to the LWDA under Labor Code section 2699, subd. (i), which will be 75% of the Net Settlement Amount.
- 1.16 **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, General Release Payment, and the Administration Expenses Payment.
- 1.17 **“PAGA”** means the Private Attorneys General Act, Labor Code § 2698, *et seq.*
- 1.18 **“PAGA Counsel”** means Arby Aiwarzian, Joanna Ghosh, and Alexandra Rose of Lawyers for Justice PC, the attorneys representing Plaintiff in the Action.
- 1.19 **“PAGA Counsel Fees Payment”** means the amount allocated to PAGA Counsel for reasonable attorneys’ fees for PAGA Counsel’s litigation and resolution of the Action.
- 1.20 **“PAGA Counsel Litigation Expenses Payment”** means the amount allocated to PAGA Counsel for reimbursement of actual costs and expenses, incurred to prosecute the Action.
- 1.21 **“Pay Period”** means any pay period during which an Aggrieved Employee worked for TPR for at least one day during the PAGA Period.
- 1.22 **“PAGA Period”** means the period from March 16, 2020 to and including February 28, 2023.
- 1.23 **“PAGA Notice”** means Plaintiff’s March 16, 2021 letter to TPR and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.24 **“Plaintiff”** means Jacob Sanchez, the named plaintiff in the Action.
- 1.25 **“Released Claims”** means the claims being released, as described in Paragraph 5 below.
- 1.26 **“Released Parties”** means TPR and each of TPR’s current, former, and future parent, subsidiary and affiliated companies, and its/their agents, officers, shareholders, directors, management-level employees, including successors and assigns, related or affiliated companies’ predecessors and successors; and, with respect to all such entities, all of its/their past and present employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries and insurers of such programs) and any other persons acting by, through, under or in concert with any such persons or entities.
- 1.27 **“Settlement”** means the disposition of the Action effected by this Agreement and the Approval Order and Judgment.
- 1.28 **“TPR” or “Defendant”** means National Trench Safety, Inc., fka Trench Plate Rental Company.

2. **RECITALS**

- 2.1 On March 16, 2021, pursuant to Labor Code section 2699.3, subd.(a), Plaintiff provided written notice to TPR and the LWDA by sending the PAGA Notice.
- 2.2 On May 21, 2021, Plaintiff commenced the Action by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. alleging one cause of action against Defendant for civil penalties under PAGA (the “Operative Complaint”). The Operative Complaint alleges that Plaintiff is entitled to recover civil penalties under PAGA, on behalf of the State of California and against TPR for the following alleged conduct: (1) failure to pay minimum wage, (2) failure to pay overtime wages, (3) failure to provide meal periods and associated premiums, (4) failure to provide rest periods and associated premiums, (5) failure to reimburse necessary business-related expenses and costs, (6) failure to provide complete and accurate wage statements, (7) failure to timely pay wages during employment, (8) failure to timely pay wages upon termination of employment, and (9) failure to keep complete and accurate payroll records.
- 2.3 On July 10, 2022, the Parties participated in an all-day mediation presided over by mediator Steven Rottman, Esq. which led to this Agreement to settle the Action.
- 2.4 Prior to mediation, the Parties conducted significant investigation and discovery of the facts and law. TPR produced documents relating to its policies, practices, and procedures relevant to Plaintiff’s claims, as well as data points sufficient for Plaintiff to understand the number of pay periods in the PAGA Period and the estimated number of Aggrieved Employees. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the

Parties' respective positions and to compromise the issues on a fair and equitable basis.

- 2.5 TPR recognizes that the defense of this litigation may be protracted and expensive. Substantial amounts of time, energy, and resources of the defense have been and, unless this Settlement is approved, will continue to be devoted to the defense of the claims asserted by Plaintiff. TPR, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.
- 2.6 TPR generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged and denies any failure to comply with the laws identified in the Operative Complaint. Neither this Agreement, nor any document referred to or contemplated by this Agreement, nor any action taken to carry out this Settlement, is or may be construed as, or may be used as an admission, concession, or indication by or against TPR or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.
- 2.7 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS**

- 3.1. **Gross Settlement Amount.** TPR agrees to pay Seven Hundred Thousand Dollars (\$700,000) and no more as the Gross Settlement Amount. TPR has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to TPR.
- 3.2. **Payments from the Gross Settlement Amount.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order and Judgment:
 - 3.2.1. To PAGA Counsel: PAGA Counsel will request a PAGA Counsel Fees Payment of not more than 40% of the Gross Settlement Amount which is currently estimated to be Two Hundred Eighty Thousand Dollars (\$280,000) and PAGA Counsel Litigation Expenses Payment of not more than Twenty-Five Thousand Dollars (\$25,000). TPR will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS Forms 1099. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds TPR harmless, and indemnifies TPR, from any

dispute or controversy regarding any division or sharing of any of these payments.

3.2.2. To the Administrator: The Administration Expenses Payment shall not exceed Five Thousand Three Hundred Dollars (\$5,300) except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less, or if the Court approves the Administration Expenses Payment for less than \$5,300, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To Plaintiff: The General Release Payment shall not exceed Fifteen Thousand Dollars (\$15,000) for Plaintiff's services as the representative of the Aggrieved Employees and broader release and waiver of claims. This payment shall be paid from the Gross Settlement Amount and will not be opposed by TPR. This General Release Payment is subject to approval of the Court. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount. The Administrator will report the General Release Payment using an IRS Form 1099.

3.2.4. To the LWDA and the Aggrieved Employees: Seventy-five percent of the Net Settlement Amount will be distributed to the LWDA (i.e., LWDA Payment) and twenty-five percent (25%) of the Net Settlement Amount will be distributed to the Aggrieved Employees based on their Pay Periods worked during the PAGA Period (i.e., Individual PAGA Payment).

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing 25% of the Net Settlement Amount approved by the Court by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by the total Pay Periods worked by each Aggrieved Employee.

3.2.4.2 One hundred percent (100%) of all Individual PAGA Payments are to be considered penalties and the Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. The Administrator will report the Individual PAGA Payments on IRS Forms 1099. Aggrieved Employees shall assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee and Pay Periods. Based on a review of its records to date, TPR estimates there are 496 Aggrieved Employees who worked a total of 16,796 Pay Periods during the PAGA Period.

4.2. **Aggrieved Employee Data.** Within fifteen (15) days after the date of entry of the Approval Order and Judgment, TPR will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data

only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. TPR has a continuing duty to notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which TPR must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use their best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3. **Funding of Gross Settlement Amount.** TPR shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.
- 4.4. **Payments from the Gross Settlement Amount.** Within seven (7) business days after TPR funds the Gross Settlement Amount, the Administrator will be responsible for mailing checks for all Individual PAGA Payments, the LWDA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the General Release Payment, and the Administration Expenses Payment. Disbursement of the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "**Exhibit A**." The face of each check shall prominently state the date (that is 180 days after the date of initial mailing) when the check will be voided. The Administrator will cancel all checks not cashed or negotiated by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undeliverable without USPS forwarding addresses within thirty (30) calendar days of initial mailing. Within five (5) business days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided by USPS or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undeliverable for the second time. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the check void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The Individual PAGA Payments shall not obligate TPR to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when TPR fully funds the entire Gross Settlement Amount, Plaintiff and the State of California with respect to Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, arising during the PAGA Period, based on the facts stated in the Operative Complaint and the PAGA Notice, and ascertained in the course of the Action, including, but not limited to, any and all claims for failure to pay minimum, regular, overtime, and reporting time pay, failure to provide complaint meal and rest period premiums at the regular rate of pay, failure to provide meal periods and associated premiums, failure to provide complaint rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to maintain complete and accurate payroll records, failure to provide complete and accurate wage statements, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 11971.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 4-2001, 7-2001, 9-2001, and 16-2001 (the "Released Claims").
6. **PLAINTIFF'S INDIVIDUAL RELEASE AND WAIVER OF CLAIMS.** Effective on the date when TPR fully funds the entire Gross Settlement Amount, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged 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 Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, 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 Plaintiff in an individual capacity, Plaintiff acknowledges and waives 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.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Gross Settlement Amount, settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

7. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

7.1 Plaintiff's Responsibilities. PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Approval Order and Judgment; and (ii) a signed declaration from PAGA Counsel firm attesting to its transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)).

7.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement. PAGA Counsel is responsible for delivering the Court's Approval Order and Judgment to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements. The Parties and their Counsel represent that they do not have any actual or potential conflict of interest with the Administrator.

8.2. Employer Identification Number. The Administrator shall have and use its own or separate Employer Identification Number for purposes of providing reports to state and federal tax authorities.

- 8.3. **Qualified Settlement Fund.** The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1.
- 8.4. **Administrator Duties.** The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9. JURISDICTION AND APPEALS

- 9.1 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of the Approval Order and Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Approval Order and Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Approval Order and Judgment matters as are permitted by law.
- 9.2 **Waiver of Right to Appeal.** Provided the Approval Order and Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Approval Order and Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Approval Order and Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Approval Order and Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS

- 10.1. **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by TPR that any of the allegations in the Operative Complaint or the PAGA Notice have merit or that TPR has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that TPR's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, TPR reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest TPR's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2. **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibit(s), shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

- 10.3. **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and TPR, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4. **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Mediator Steven Rottman, Esq. and/or the Court for resolution.
- 10.5. **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6. **No Tax Advice.** Neither Plaintiff, PAGA Counsel, TPR, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7. **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11. **Confidentiality.** To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by TPR in connection with the mediation, other settlement negotiations, or the Settlement, may be used only

with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

- 10.13. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Arby Aiwasian (arby@calljustice.com)
Joanna Ghosh (joanna@calljustice.com)
Alexandra Rose (a.rose@calljustice.com)

LAWYERS for JUSTICE, PC

410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

Sabrina Shadi (sshadi@bakerlaw.com)
Vivian Shen (vshen@bakerlaw.com)

BAKER & HOSTETLER LLP

11601 Wilshire Blvd., Suite 1400
Los Angeles, California 90025

- 10.16 **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (*i.e.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, pursuant to Code of Civil Procedure § 583.330, upon the signing of this Agreement, the time limit to bring a case to trial set forth in Code of Civil Procedure § 583.310 shall be extended for the entire period of this settlement process.

///

IT IS SO AGREED.

Dated: 04/25/2023, 2023

Electronically Signed 2023-04-26 00:42:43 UTC - 75.83.124.140
Nintex AssureSign® 4da1b36a-50ed-4505-9a67-a8f00009ed6...

Jacob Sanchez, *Plaintiff*

**NATIONAL TRENCH SAFETY, INC. FKA
TRENCH PLATE RENTAL COMPANY**

Dated: June 26, 2023

By:

Wendy Knight, *General Counsel*

APPROVED AS TO FORM ONLY:

Dated: April 27, 2023

By:

LAWYERS for JUSTICE, PC

Arby Aiwarzian
Joanna Ghosh
Alexandra Rose
Attorneys for Plaintiff Jacob Sanchez

BAKER & HOSTETER LLP

Dated: June 26, 2023

By:

Sabrina L. Shadi
Vivian Y. Shen
*Attorneys for National Trench Safety, Inc.,
fka Trench Plate Rental Company*

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Jacob Sanchez v. Trench Plate Rental Company*, Los Angeles Superior Court Case No. 21NWCV00317.

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Jacob Sanchez v. Trench Plate Rental Company*, Los Angeles Superior Court Case No. 21NWCV00317 (“Action”).

The lawsuit was filed on May 21, 2021 by Jacob Sanchez (“Plaintiff”) against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on March 16, 2021, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, 9-2001, and 16-2001, thereby initiating LWDA Case Number LWDA-CM-826107-21 (the “PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant National Trench Safety, Inc., fka Trench Plate Rental Company (“Defendant”).

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (“Aggrieved Employees”). The period March 16, 2020 to and including February 28, 2023 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment 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.

Under the settlement, as of <<date of full funding of Gross Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant and each of Defendant’s current, former, and future parent, subsidiary and affiliated companies, and its/their agents, officers, shareholders, directors, management-level employees, including successors and assigns, related or affiliated companies’ predecessors and successors; and, with respect to all such entities, all of its/their past and present employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries and insurers of such programs) and any other persons acting by, through, under or in concert with any such persons or entities.

“Released Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, arising during the PAGA Period, based on the facts stated in the Operative Complaint and the PAGA Notice, and ascertained in the course of the Action, including, but not limited to, any and all claims for failure to pay minimum, regular, overtime, and reporting time pay, failure to provide compliant meal and rest period premiums at the regular rate of pay, failure to provide meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to maintain complete and accurate payroll records, failure to provide complete and accurate wage statements, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 4-2001, 7-2001, 9-2001, and 16-2001

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller’s Office Unclaimed Property Fund in your name and in

the amount of your respective Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[Administrator]** at **[toll-free phone number]**.

EXHIBIT B

LAWYERS FOR JUSTICE[®]

March 16, 2021

BY ONLINE SUBMISSION

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

Re: TRENCH PLATE RENTAL COMPANY

Dear Representative:

We have been retained to represent Jacob Sanchez against Trench Plate Rental Company (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "[TPRC]") for violations of California wage-and-hour laws. Mr. Sanchez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

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

TPRC employed Mr. Sanchez as an hourly-paid, non-exempt employee from approximately April 2017 to approximately December 2019, in the State of California. Pursuant to the Emergency Rules Related to COVID-19, Rule 9(a), "the statutes of limitation and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020."

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

Based on the following facts and theories, TPRC has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 7-2001, 9-2001, and 16-2001.

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

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

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

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

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

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TPRC did not provide Mr. Sanchez and other aggrieved employees with complete and accurate itemized

wage statements. The wage statements they received from TPRC were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Sanchez and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

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

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

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

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 7-2001, 9-2001, and 16-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, TPRC failed to pay Mr. Sanchez and other aggrieved employees half the usual or scheduled day's work in an amount no

less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Sanchez and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, TPRC failed to pay Mr. Sanchez and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Sanchez and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

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

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

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

With kind regards,

A handwritten signature in blue ink, appearing to read "Edwin Aiwanian", is written over a horizontal line.

Edwin Aiwanian, Esq.

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

Trench Plate Rental Company
c/o William Fick
Agent for Service of Process
13217 Laureldale Ave
Downey, CA 90242

EXHIBIT C

JACOB SANCHEZ V. TRENCH PLATE RENTAL COMPANY
(LOS ANGELES SUPERIOR COURT CASE NO. 21NWCV00317)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff Jacob Sanchez's ("Plaintiff") Private Attorneys General Act ("PAGA") Claims and the Merits of the Claims of the State of California with Respect to the Aggrieved Employees	8.50
Pre-Lawsuit Investigation of Potential Civil Penalties Exposure of Defendant National Trench Safety, Inc. fka Trench Plate Rental Company ("Defendant") with Respect to Plaintiff and the Aggrieved Employees	7.40
Legal Research and Analysis of Latest Decisions Regarding Off-the-Clock, Meal and Rest Breaks, Representative PAGA Actions, Arbitration Agreements, and IWC Wage Orders in California, Including All New and Relevant DLSE Materials	7.50
Investigation of Defendant, Defendant's Products and Services, Defendant's Clients and Business Relationships, and the Industry in which Defendant Operates	3.70
Investigation of Defendant's Organizational and Corporate Structure and Executive Reporting Structure, as They Relate to the Employment and Management of the Aggrieved Employees	3.40
Investigation of Defendant's Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity; and	3.90

Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	
Analysis of Defendant's Competitors in Various Relevant Geographic Areas within which Defendant Operates, and Comparing and Contrasting Defendant's Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendant's Competitors	4.50
Research and Investigation Re: Location(s), Division(s), and/or Department(s) Owned, Managed, Serviced, and/or Operated by Defendant in California, Including Differences Between them to Determine Whether Those Differences Will Cause Manageability Issues at Trial	4.20
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Location(s) at which Aggrieved Employees Worked Throughout California	4.40
Research and Investigation Re: Defendant's Written and Non-Written Policies, Practices, and Procedures Relating to Customer Service, Employee Meetings, Timekeeping, Schedules, Meal/Rest Breaks, Employee Safety, On-Premises Breaks, Meal and Rest Premiums, Overtime Compensation, Non-Discretionary Bonus/Commission/Incentive/Performance/Shift Differential Pay, Regular Rate of Pay, On-Site Work, and Reimbursement of Business-Related Expenses	13.50
Research and Investigation Re: Various Software Programs, Systems, and Other Technology Defendant Uses to Conduct Everyday Business, Including Timekeeping and Payroll Systems, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and During Meal Breaks	4.90
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	7.70

Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	5.40
Prepare a Discovery Strategy and Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties	4.10
Research and Investigation of Impact of COVID-19 Pandemic on Defendant, Its Operations, and Aggrieved Employees' Work	7.10
Meet and Communicate with Plaintiff Jacob Sanchez Throughout the Pendency of the Case	63.50
Investigate, Meet and Communicate with, and/or Conduct Interviews of Aggrieved Employees and Percipient Witnesses	13.20
Pleadings and Court Filings	
Research and Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on May 21, 2021)	7.50
Review Court's Notice of Case Assignment (filed on May 21, 2021)	0.10
Review Court's Notice of Case Management Conference (filed on May 21, 2021)	0.10
Meet and Confer with Defendant's Counsel, and Draft Stipulation to Extend Responsive Pleading Deadline of Defendant; [Proposed] Order (submitted on July 23, 2021)	1.20
Review Court's Order to Extend Responsive Pleading Deadline of Defendant (filed on July 28, 2021)	0.10
Review and Analyze Defendant's Answer to Plaintiff's Complaint and Research Affirmative Defenses in Answer (served on August 27, 2021)	1.60

Meet and Confer with Defendant's Counsel and Draft Plaintiff's Case Management Statement (filed on September 7, 2021)	1.80
Draft Plaintiff's Notice of Posting Jury Fees (filed on September 7, 2021)	0.30
Review Defendant's Case Management Statement (filed on September 7, 2021)	0.50
Review Court's Minute Order Re: Case Management Conference (filed on September 22, 2021)	0.10
Meet and Confer with Defendant's Counsel and Draft Joint Stipulation to Continue Case Management Conference and Trial Setting Conference; [Proposed] Order (submitted on December 28, 2021)	1.10
Review Court's Order to Continue Case Management Conference and Trial Setting Conference (filed on December 29, 2021)	0.10
Draft Plaintiff's Notice of Entry of Judgment or Order (filed on January 4, 2022)	0.30
Meet and Confer with Defendant's Counsel and Draft Second Joint Stipulation to Continue Case Management Conference and Trial Setting Conference; [Proposed] Order (submitted on May 16, 2022)	1.20
Review Court's Order to Continue Case Management Conference and Trial Setting Conference (filed on May 23, 2022)	0.10
Draft Plaintiff's Notice of Entry of Judgment or Order (filed on May 24, 2022)	0.30
Meet and Confer with Defendant's Counsel and Draft Joint Notice of Settlement and Case Management Statement (filed on July 27, 2022)	0.90

Review Court's Minute Order Re: Case Management Conference and Trial Setting Conference (filed on September 12, 2022)	0.10
Meet and Confer with Defendant's Counsel and Draft Joint Case Management Conference and Trial Setting Conference Statement (filed on January 3, 2023)	1.10
Review Court's Minute Order Re: Case Management Conference and Trial Setting Conference (filed on January 10, 2023)	0.10
Meet and Confer with Defendant's Counsel, and Draft Joint Case Management Conference and Trial Setting Conference Statement (filed on March 22, 2023)	0.90
Review Court's Minute Order Re: Case Management Conference and Trial Setting Conference (filed on April 14, 2023)	0.10
Appearances	
Prepare for and Telephonically Attend Case Management Conference (September 22, 2021)	0.80
Prepare for and Telephonically Attend Case Management Conference and Trial Setting Conference (January 10, 2023)	0.30
Prepare for and Telephonically Attend Case Management Conference and Trial Setting Conference (April 14, 2023)	0.30
Prepare for and Telephonically Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, General Release Payment, and Administration Expenses Payment (July 19, 2023) (Anticipated)	1.50
Discovery and Deposition	

Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Jacob Sanchez (served on December 22, 2020)	1.90
Draft Follow-Up Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Jacob Sanchez (served on March 5, 2021)	2.20
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Jacob Sanchez (served March 10, 2021)	5.40
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant (served on October 25, 2021)	5.90
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Trench Plate Rental Company and Requests for Production of Documents (noticed for December 8, 2021; Wage and Hour Practices) (served on October 25, 2021)	3.50
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Trench Plate Rental Company and Requests for Production of Documents (noticed for December 9, 2021; Organizational Structure) (served on October 25, 2021)	2.50
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Jacob Sanchez for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on March 16, 2021)	4.50
Meet and Confer with, Draft Correspondence to, and Respond to Correspondence from, Defendant's Counsel	19.50

Mediation/Settlement	
Review and Analyze Documents, Data, and Information Obtained from Plaintiff, Defendant, and Other Sources (served June 8, 2022), and Prepare Valuation Models, Including, <i>Inter Alia</i>, Calculating Violation Rates for PAGA Penalties for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements, Prior to Mediation • Excerpts from The Company Employee Policy & Procedures Manual [3 pages] • Employee Time Data [252 Excel pages] [371 Excel pages] [268 Excel pages] • Employee Payroll Data [891 Excel pages] [160 Excel pages] • Code of Safe Practices [3 pages] • Driver Responsibility Acknowledgment [1 page]	34.50
Prepare for Mediation Session, Including Researching Merits of PAGA Claim and Allegations, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief (submitted on July 3, 2022)	24.50
Attend Mediation Session (July 10, 2022; Zoom Video Conference)	7.50
Review, Revise, Negotiate, and Finalize Memorandum of Understanding (fully executed on August 11, 2022)	4.50
Review, Revise, Negotiate, and Finalize PAGA Settlement Agreement and Cover Letter (fully executed on June 26, 2023)	16.50
Law and Motion	
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, General Release Payment, and Administration	20.50

Expenses Payment, Declaration of Edwin Aiwarzian in Support Thereof, Declaration of Jacob Sanchez in Support Thereof, and [Proposed] Order and Judgment (filed on June 26, 2023) (Anticipated)	
Total Hours:	342.80

EXHIBIT D

LAWYERS for JUSTICE PC CASE COST DETAIL
Sanchez v. Trench Plate Rental Co.

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
12/22/2020	U.S. Postmaster	Postage	6.95
5/21/2021	Legal Document Server, Inc.	Attorney Service	41.43
5/21/2021	Los Angeles Superior Court	Court Filing Fee	435.00
6/21/2021	ProLegal	Attorney Service	76.30
7/19/2021	Legal Document Server, Inc.	Attorney Service	15.20
7/21/2021	Legal Document Server, Inc.	Attorney Service	15.20
9/7/2021	Legal Document Server, Inc.	Attorney Service	36.78
9/7/2021	Los Angeles Superior Court	Jury Fee	150.00
10/25/2021	General Logistics Systems US, Inc.	Courier Service	22.10
12/29/2021	Legal Document Server, Inc.	Attorney Service	16.15
12/29/2021	Los Angeles Superior Court	Filing Fee	20.00
1/5/2022	Legal Document Server, Inc.	Attorney Service	15.20
2/15/2022	David Rottman, LLC	Mediation Fee	14,000.00
5/20/2022	Legal Document Server, Inc.	Attorney Service	16.55
5/20/2022	Los Angeles Superior Court	Stipulation Fee	20.00
5/24/2022	Legal Document Server, Inc.	Attorney Service	15.20
7/27/2022	Legal Document Server, Inc.	Attorney Service	15.95
1/4/2023	Legal Document Server, Inc.	Attorney Service	15.95
3/23/2023	Legal Document Server, Inc.	Attorney Service	15.95
4/26/2023	Los Angeles Superior Court	Motion Fee	61.65
Total:			15,011.56