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Attorneys for Plaintiffs

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

JOSE MANUEL BARREIRO, individually,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

PUENTE HILLS IMPORTS, a California
corporation; PUENTE HILLS TOYOTA, an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

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

Plaintiff,

vs.

PUENTE HILLS IMPORTS, INC., an
unknown business entity; PUENTE HILLS
TOYOTA, an unknown business entity; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21PSCV00503 (lead)
(Consolidated with Case No. 21PSCV00626)

Honorable Thomas C. Falls
Department R

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES, COSTS,
GENERAL RELEASE FEES, AND
SETTLEMENT ADMINISTRATION
COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor
Code § 2698, *Et Seq.*) Settlement Agreement
and Award of Attorneys' Fees, Costs, General
Release Fees, and Settlement Administration
Costs; Declaration of Plaintiffs (Jose Manuel
Barreiro and Cristal Preciado); and [Proposed]
Order and Judgment filed concurrently
herewith]

Reservation ID: 042537380910
Date: September 29, 2022
Time: 10:00 a.m.
Department: R

Barreiro Action Filed: June 17, 2021
Preciado Action Filed: August 2, 2021
Trial Date: None Set

**DECLARATION OF EDWIN AIWAZIAN IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF
ATTORNEYS' FEES, COSTS, GENERAL RELEASE FEES, AND SETTLEMENT ADMINISTRATION COSTS**

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, 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 Plaintiffs Jose Manuel Barreiro and Cristal Preciado (together, "Plaintiffs"). 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.

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 *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on massive class actions and other
2 complex cases involving toxic torts and products liability. In addition, I gained substantial
3 experience on cases involving insurance bad faith, premises liability, and medical negligence.
4 While employed by *Girardi & Keese*, I argued approximately 100 motions, took or defended
5 approximately 150 depositions, and prepared dozens of expert witnesses for deposition and/or
6 trial.

7 6. Since its inception, in or around October of 2008, our firm has almost exclusively
8 focused on the prosecution of consumer and employment representative and class actions,
9 involving wage-and-hour claims, race discrimination, unfair business practices or consumer
10 fraud. Currently, we are the attorneys of record in over a dozen employment-related putative
11 class actions and representative actions in both state and federal courts in the State of California.
12 Our firm has successfully litigated cases involving the executive, administrative, and other
13 overtime exemptions to the State of California and federal overtime compensation requirements.
14 During this relatively short time, in association with other law firms, we have recovered millions
15 of dollars on behalf of thousands of individuals in California.

16 **EXAMPLES OF REPRESENTATIVE AND CLASS ACTION RESULTS**

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

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

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

1 c) LFJ, 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) LFJ, 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) LFJ, 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) LFJ, 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) LFJ, 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.

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

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

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

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

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

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

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

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

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
16 the employer's motion to compel arbitration, which resulted in a published opinion by the
17 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
18 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
19 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
20 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
21 5046.

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

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

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

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

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement.
19 The Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action
23 settlement. The Alameda County Superior Court Case Number is RG15764300.

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

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

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

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

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

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

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

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

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

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

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

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
28 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted

1 approval of the PAGA representative action settlement. The San Diego County Superior Court
2 Case Number is 34-2015-00175330.

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

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

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

19 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
20 wage-and-hour class action against manufacturer and supplier of power products and services on
21 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
22 motion for class certification and certified a class. The San Diego County Superior Court Case
23 Number is 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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nn) LFJ represents the plaintiff in a wage-and-hour class action against an iconic lifestyle accessories brand and retailer on behalf of non-exempt employees. On March 15, 2022, the court granted the plaintiff's motion for class certification in part and certified a class. The San Francisco Superior Court Case Number is CGC-16-550794.

THE SETTLEMENT REACHED IN THE ACTIONS

8. Marked and attached hereto as "EXHIBIT 1" is the Amended Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiffs Jose Manuel Barreiro and Cristal Preciado, for themselves and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendant Puente Hills Imports, Inc. dba Puente Hills Toyota ("Defendant"). The parties have also drafted and agreed to the form and content of the proposed cover letter ("Cover Letter") for mailing to Aggrieved Employees when Individual Settlement Shares 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 Attorneys' Fees, Costs, General Release Fees, and Settlement Administration Costs. 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 employed by Defendant within the State of California at any time during the PAGA Period ("Hourly-Paid/Non-Exempt Aggrieved Employees") and all current and former salaried employees who were classified as "exempt" under the administrative, executive, professional, and/or inside sales exemptions and who did not meet the requirements of the exemptions under California law who were employed by Defendant within the State of California at any time during the PAGA Period ("Salaried/Exempt Aggrieved Employees") (together, Hourly-Paid/Non-Exempt Aggrieved Employees and Salaried/Exempt Aggrieved Employees are "Aggrieved Employees"). The "PAGA Period" means the period April 13, 2020 through July 21, 2022. Defendant has represented there are approximately two hundred thirty-eight (238) Aggrieved Employees, which

1 include two hundred twenty-two (222) Hourly-Paid/Non-Exempt Aggrieved Employees and
2 sixteen (16) Salaried/Exempt Aggrieved Employees.

3 10. It should also be noted that Plaintiffs have satisfied the prerequisites under
4 California Labor Code section 2699.3(a), including, and not limited to, providing the California
5 Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of
6 the specific provisions of the California Labor Code that are alleged to have been violated,
7 including the facts and theories to support the alleged violations, by way of written
8 correspondence by Plaintiff Jose Manuel Barreiro on April 13, 2021 and by Plaintiff Cristal
9 Preciado on May 27, 2021. The notices were sent by U.S. Certified Mail to the employer and the
10 notices were submitted to the LWDA by way of online submission on the LWDA’s website.
11 The LWDA did not respond to the letters that were sent on behalf of Plaintiffs.

12 11. After providing notice in accordance with California Labor Code section 2699.3,
13 Plaintiff Berreiro commenced the representative action entitled *Jose Manuel Barreiro v. Puente*
14 *Hills Imports, et al.*, Los Angeles Superior Court Case No. 21PSCV00503 (“*Barreiro Action*”) on
15 June 17, 2021, and Plaintiff Preciado commenced the representative action entitled *Cristal*
16 *Preciado v. Puente Hills Imports, Inc., et al.*, Los Angeles Superior Court Case No.
17 21PSCV00626 (“*Preciado Action*”) on August 2, 2022. The *Barreiro Action* and *Preciado*
18 *Action* (together, “*Actions*”) were consolidated on June 14, 2022.

19 12. The “Total Settlement Amount” means the amount of \$350,000.00 that Defendant
20 will pay under the Settlement to resolve the Actions. The Settlement Agreement provides that
21 the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts:
22 (1) Attorneys’ Fees and Costs in the amount of \$140,000.00 for attorneys’ fees and up to
23 \$15,000.00 for reimbursement of litigation costs and expenses to Plaintiffs’ Counsel; (2) General
24 Release Fees of \$7,500.00 each (total, \$15,000.00) to Plaintiffs; and (3) Settlement
25 Administration Costs of up to \$5,000.00 to the PAGA Settlement Administrator. Plaintiffs’
26 Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of
27 \$12,790.50, and assuming the requested Attorneys’ Fees and Costs, General Release Fees, and
28 Settlement Administration Costs are approved by the Court, the Net Settlement Amount is

estimated to be approximately \$177,209.50. 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 \$132,907.13 (“LWDA Payment”), and twenty-five percent (25%) of the Net Settlement Amount, which is estimated to be \$44,302.37 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period (“Compensable Pay Periods”). The parties have agreed to retain Simpluris, Inc. (“Simpluris” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$5,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFFS’ COUNSEL

13. The effectiveness of Plaintiffs’ Counsel, Lawyers for Justice PC, in prosecuting this matter has translated into tangible monetary benefits for Plaintiffs, 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 cases progressed through trial and/or appeals.

14. After engaging in extensive informal discovery, the parties participated in settlement negotiations to try to resolve the lawsuit. These efforts included participating in a full-day mediation on April 14, 2022, conducted by Mark S. Rudy, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the parties reached the Settlement described herein. During mediation, the parties discussed all aspects of the cases, including the risks and delays of further litigation, the risks to the parties of proceeding with trial, possible arbitration proceedings, the law relating to representative PAGA actions, off-the-clock theory, wage-and-hour enforcement, and arbitration

1 agreements, the evidence produced and analyzed, and the possibility of bifurcation of discovery
2 and/or trial and appeals, among other things. During all settlement discussions, the parties
3 conducted their negotiations at arm's length in an adversarial position.

4 15. Both sides used the pre-mediation time period to investigate the veracity, strength,
5 and scope of the PAGA claims. Prior to engaging in mediation, Plaintiffs conducted significant
6 investigation and informal discovery regarding the facts of the cases, including and not limited
7 to, the exchange, review, and analysis of thousands of pages of documents and data obtained
8 from Defendant and other sources. The documents and data that were reviewed and analyzed by
9 Plaintiffs' Counsel included, and were not limited to, the employment records of Plaintiffs, a
10 sampling of aggrieved employees' time and pay records, Defendant's Employee Handbook, job
11 descriptions, new hire and termination checklists, various agreements and acknowledgments
12 (such as, Defendant's Applicant Statement and Agreement (with Binding Arbitration
13 Agreement), Voluntary Separation Agreement and Release of Claims, Dispute Resolution
14 Agreement, Receipt of all Wages Acknowledgement, Confidentiality Agreement, and Employee
15 Acknowledgement and Agreement), and Defendant's operations and employment practices,
16 policies, and procedures (such as, Defendant's Timekeeping and Payroll Practices, Meal Periods
17 and Rest Periods policies, Reimbursement policy, Personal Appearance & Behavior Policy, and
18 Voluntary Dispute Resolution Policy), among other documents. Counsel for the parties
19 undertook significant investigation, and also invested time reviewing and analyzing relevant
20 documents and data to evaluate Plaintiffs' claims, including, and not limited to, calculating the
21 potential monetary recovery under PAGA. Other work performed by Plaintiffs' Counsel
22 included, but was not limited to: meeting and conferring with Defendant's counsel regarding the
23 mediation and settlement, among other issues; case strategy and analysis; drafting, reviewing,
24 and revising the mediation brief; and preparing for the mediation and settlement negotiations.
25 Counsel for the parties have further invested time to research the applicable law, which is
26 constantly evolving as it relates to representative PAGA actions, off-the-clock theory, wage-and-
27 hour enforcement, and arbitration agreements, Plaintiffs' claims, and Defendant's defenses, as
28 well as facts discovered.

1 16. Based on investigation and information discovered, Plaintiffs’ Counsel believes
2 that there is sufficient evidence to support the allegations that Defendant violated the California
3 Labor Code. While Plaintiffs’ Counsel believes that the PAGA claims have merit and that
4 Plaintiffs will ultimately succeed in this litigation and prevail at trial, Plaintiffs and Plaintiffs’
5 Counsel also recognize Defendant’s defenses, the costs of further litigation, and multiple risks to
6 recovery. For example, although wage-and-hour actions are amenable to resolution as to a group
7 of employees, some courts have also found that, for various reasons, the issues raised by
8 Plaintiffs, including, and not limited to, the issues of non-compliant meal periods, non-compliant
9 rest periods, and unreimbursed business expenses, raise individualized issues and/or are
10 unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiffs
11 faced the risk that the Court may determine that the PAGA claims require individualized
12 inquiries that would render adjudication of the PAGA claims unmanageable or at odds with
13 Defendant’s right to due process. *See, e.g., Wesson v. Staples the Office Superstore, LLC* (2021)
14 68 Cal.App.5th 746, 756 (“courts have inherent authority to ensure that PAGA claims can be
15 fairly and efficiently tried and, if necessary, may strike claims that cannot be rendered
16 manageable”); *but cf. Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685,
17 712, *review granted* (June 22, 2022) (“[i]mposing a manageability requirement would create an
18 extra hurdle in PAGA cases that does not apply to LWDA enforcement actions.”)

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

1 18. From the inception of this litigation, Defendant indicated that it would
2 aggressively litigate this matter and contended that it would ultimately succeed in the actions.
3 Defendant maintained several defenses to Plaintiffs’ allegations, which, if successfully argued
4 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
5 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
6 policy and systematic scheme of wage abuse against its hourly-paid or non-exempt employees
7 and salaried employees who were misclassified as “exempt”, and that it had, and continues to
8 have, legally-compliant employment policies and practices throughout the time period at issue.
9 Defendant denies that it ever violated any provision of the California Labor Code. Defendant
10 further denied, and continues to deny, that the lawsuit is appropriate for representative
11 adjudication for any purpose other than the Settlement.

12 19. Importantly, Defendant also contended that it sold its dealership and that as of the
13 sale, all dealership employees were separated/terminated and the dealership no longer employs
14 any employees. Attached hereto as “**EXHIBIT 4**” is the Declaration of Howard Hakes on the
15 subject of the sale, that was provided by Defendant. Defendant also contended that the claims of
16 other Aggrieved Employees whom Plaintiffs seek to represent are subject to enforceable
17 agreements that included, *inter alia*, waiver and release of claims, covenant not to sue,
18 acknowledgment of receipt of wages due, and/or binding individual arbitration provisions.
19 Defendant contended that, taken together, these agreements would have claim preclusive impact,
20 or otherwise, could effectively be used to require Aggrieved Employees to engage in individual
21 arbitration of their individual claims on which the PAGA claims are predicated. Although the
22 parties disagree on whether or not Defendant’s various agreements are enforceable and their
23 impact, there is more uncertainty regarding the viability of PAGA claims in the judicial forum,
24 arising from the U.S. Supreme Court’s decision in *Viking River Cruises, Inc. v. Moriana* (2022)
25 142 S. Ct. 1906, 2022 U.S. LEXIS 2940.

26 20. Even if Defendant failed on its defenses, Plaintiffs would inevitably face other
27 challenges in court. For example, Defendant challenged Plaintiffs’ standing as aggrieved
28 employees and denied that any of Defendant’s other employees whom Plaintiffs seek to

1 represent are aggrieved. Aside from challenges relating to standing, Defendant would have
2 likely sought bifurcation of discovery and/or trial of the PAGA claims — multiple courts have
3 taken such an approach, for example, limiting discovery or trial of the issues to Plaintiffs.
4 Defendant also contended that an important feature of the PAGA statute is that a court has
5 discretion to reduce the penalties to be assessed against the employer pursuant to California
6 Labor Code section 2699(e)(1)-(2). Defendant denied and continues to deny that it ever violated
7 any provision of the California Labor Code. Assuming, *arguendo*, that any violations occurred,
8 Defendant argued the violations would not be viewed as subsequent violations giving rise to
9 heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative
10 penalties for the maximum number of possible, separate California Labor Code violations,
11 because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain
12 conduct may be regulated by multiple provisions of the California Labor Code that are
13 interrelated and work in tandem.

14 21. The parties had the opportunity to review documents and data regarding
15 Plaintiffs’ and Aggrieved Employees’ employment with Defendant, including, and not limited to,
16 Plaintiffs’ employment records, sampling of aggrieved employees’ time and pay records, as well
17 as information regarding Defendant’s operations and employment policies, practices, and
18 procedures, in an effort to determine the potential value and strength of the PAGA claims.
19 Counsel for the parties invested time reviewing and analyzing the relevant documents and data,
20 and this information made it possible to calculate the potential value of the PAGA claims.
21 Accordingly, the parties have conducted sufficient investigation and review of information to be
22 sufficiently apprised of the nature and extent of the claims asserted in this matter, and to enable
23 both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The
24 parties have also considered the settlement negotiations and the recommendations of the
25 mediator, Mark S. Rudy, Esq., who is highly experienced in mediating complex labor and
26 employment matters. The parties have agreed that this matter is well-suited for settlement given
27 the legal issues relating to the PAGA claims, as well as the costs and risks to both sides that
28 would attend further litigation. The Settlement takes into account the strengths and weaknesses

of each side's position and the uncertainty of how the cases might have concluded as litigation continued, at trial, in arbitration proceedings, and/or appeals.

22. As set forth more fully in the accompanying Motion, Plaintiffs' Counsel seeks attorneys' fees in the amount of \$140,000.00, which represents forty percent (40%) of the Total Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreements entered into by and between Plaintiffs and Plaintiffs' Counsel, Plaintiffs have each 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 Plaintiffs' Counsel took in commencing the actions; (2) the time, effort, and expense that Plaintiffs' Counsel dedicated to the matter; (3) the skill and determination that Plaintiffs' Counsel has shown; (4) the results that Plaintiffs' Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiffs' Counsel has achieved in the matter; and (6) the other cases that Plaintiffs' Counsel has turned down in order to devote its time and efforts to this matter.

23. I am aware that the common and acceptable rate for contingency representation in wage and hour class action litigation is normally 40% before trial, with the range being from 33.3% up to 50%.

24. While not necessarily required to be demonstrated because a percentage of the fund based on the contingent fees agreed to by Plaintiffs is proper for this settlement, it should be noted that Plaintiffs' 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 lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **309.40 hours** performing tasks to obtain a recovery on behalf of Plaintiffs, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 2**" 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. Lawyers for Justice, PC also had litigation support personnel actively engaged in assisting with the prosecution of the matter.

25. The work performed in this particular matter, 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 \$600.00 for work performed by Plaintiffs' Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$600.00 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; 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 PLAINTIFFS' COUNSEL

26. Plaintiffs' Counsel has incurred \$12,790.50 in litigation costs and expenses as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 3.**" These expenses were reasonable and necessary in the prosecution of the cases and to obtain the Settlement, and is less than the maximum amount (\$15,000) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses.

GENERAL RELEASE FEES TO PLAINTIFFS

27. In recognition of their efforts and work in spearheading the litigation of this matter, the Settlement provides General Release Fees to Plaintiffs in the amounts of \$7,500.00 each (total, \$15,000.00) to be paid out of the Total Settlement Amount. The requested General Release Fees are fair and appropriate. By initiating and pursuing this matter, Plaintiffs stepped into the shoes of the State of California and undertook the responsibilities of serving in representative capacities. Plaintiffs have spent a substantial amount of time and effort discussing their employment with their counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever their counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claims. Accordingly, it is appropriate and just for Plaintiffs to each receive a General Release Fee, in addition to the Individual Settlement Shares they will receive as Aggrieved Employees, for their services on behalf of the State of California and other Aggrieved Employees.

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

Ummi Deringin

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DECLARATION OF EDWIN AIWAZIAN IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF ATTORNEYS' FEES, COSTS, GENERAL RELEASE FEES, AND SETTLEMENT ADMINISTRATION COSTS

EXHIBIT 1

**AMENDED PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT
AND RELEASE**

This Amended Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Jose Manuel Barreiro (“Plaintiff Barreiro”) and Cristal Preciado (“Plaintiff Preciado”) (together, “Plaintiffs”), for themselves and as representatives of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Puente Hills Imports, Inc. dba Puente Hills Toyota (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiffs, Defendant, or both, as may be appropriate. The Parties hereby agree to supplant the Private Attorneys General Act Settlement Agreement and Release executed on June 22, 2022, pursuant to Section 11 thereof, with this Amended Private Attorneys General Act Settlement Agreement and Release.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiffs are former employees of Defendant. Plaintiff Barreiro was employed by Defendant from approximately December 2017 to approximately April 2020. Plaintiff Preciado was employed by Defendant from approximately June 2020 to approximately September 2020;

(b) On April 13, 2021, Lawyers *for* Justice, PC (“Plaintiffs’ Counsel”), submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) on behalf of Plaintiff Barreiro, to notify the LWDA pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff Barreiro’s intent to seek civil penalties under PAGA on behalf of all current and former hourly-paid or non-exempt employees of Defendant as well as on behalf of all current and former salaried employees of Defendant who were classified as “exempt” under the administrative, executive, professional, and/or inside sales exemptions and who do not meet the requirements of the exemptions under California law, 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, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-829169-21 (the “Barreiro PAGA Notice”);

(c) On May 27, 2021, Plaintiffs’ Counsel, submitted a letter to the LWDA on behalf of Plaintiff Preciado, to notify the LWDA pursuant to PAGA of Plaintiff Preciado’s intent to seek civil penalties under PAGA on behalf of all current and former hourly-paid or non-exempt employees of Defendant, 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, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-833456-21 (the “Preciado PAGA Notice”) (together, the Barreiro PAGA Notice and Preciado PAGA Notice are referred to as the “PAGA Notices”);

(d) On June 17, 2021, Plaintiff Barreiro filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Barreiro Complaint”), commencing a representative action under PAGA against Defendant, entitled *Jose Manuel Barreiro v. Puente Hills Imports, et al.*, Los Angeles Superior Court Case No.

21PSCV00503 (the “*Barreiro* Action”). The Barreiro Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders, with respect to all current and former hourly-paid or non-exempt employees of Defendant as well as on behalf of all current and former salaried employees of Defendant who were classified as “exempt” under the administrative, executive, professional, and/or inside sales exemptions and who do not meet the requirements of the exemptions under California law;

(e) On August 2, 2021, Plaintiff Preciado filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Preciado Complaint”) (together, the Barreiro Complaint and Preciado Complaint are referred to as the “Operative Complaints”), commencing a representative action under PAGA against Defendant, entitled *Cristal Preciado v. Puente Hills Imports, Inc., et al.*, Los Angeles Superior Court Case No. 21PSCV00626 (the “*Preciado* Action”). The Preciado Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders, with respect to all current and former hourly-paid or non-exempt employees of Defendant;

(f) On April 14, 2022, the Parties mediated the *Barreiro* Action and *Preciado* Action (together, the “Actions”) with Mark S. Rudy, Esq. and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Actions in their entirety;

(g) The Actions were consolidated on June 14, 2022;

(h) There has been no determination on the merits of the Actions or the PAGA Notices but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section (1)(4)(a) below).

2. **Nonadmission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Three Hundred Fifty Thousand Dollars and No Cents (\$350,000.00) (the “Total Settlement Amount”) to resolve the Actions and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of forty percent (40%) of the Total Settlement Amount, which is One Hundred Forty Thousand Dollars and No Cents (\$140,000.00), and reimbursement of litigation costs and expenses in the amount of up to Fifteen Thousand Dollars and No Cents (\$15,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiffs’ Counsel, which Defendant will not contest.

(2) A general release fee of up to the amount of Seven Thousand Five Hundred and No Cents (\$7,500.00) (“General Release Fee”) each to Plaintiffs (total, \$15,000.00), which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Five Thousand Dollars and No Cents (\$5,000.00) (“Settlement Administration Costs”) to Simpluris, Inc. (the “PAGA Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) – (3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees (“Employees’ PAGA Portion”) based on their Compensable Pay Periods during the period April 13, 2020 through July 21, 2022 (“PAGA Period”). The “Aggrieved Employees” collectively means Hourly-Paid/Non-Exempt Aggrieved Employees and Salaried/Exempt Aggrieved Employees, which are defined as follows:

(i) “Hourly-Paid/Non-Exempt Aggrieved Employees” means all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period.

(ii) “Salaried/Exempt Aggrieved Employees” means all current and former salaried employees who were classified as “exempt” under the administrative, executive, professional, and/or inside sales exemptions and who did not meet the requirements of the exemptions under California law who were employed by Defendant within the State of California at any time during the PAGA Period.

(b) The Aggrieved Employees are estimated to consist of approximately 238 individuals who have worked approximately 7,213 Compensable Pay Periods during the period of April 13, 2020 to January 31, 2022 of which 6,580 Compensable Pay Periods were worked by the 222 Hourly-Paid/Non-Exempt Aggrieved Employees and 633 Compensable Pay Periods were worked by the 16 Salaried/Exempt Aggrieved Employees. If the actual number of Compensable Pay Periods worked by the Aggrieved Employees during the PAGA Period is more than ten percent (10%) above 7,213 (i.e., more than 7,943 Compensable Pay Periods), the Total Settlement Amount will be increased by the percentage that the actual number exceeds 7,934 Compensable Pay Periods, or, as an alternative to paying an increased Total Settlement Amount, Defendant may elect to have the PAGA Period end on an earlier date which brings the total Compensable Pay Periods below 7,934.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and Costs, General Release Fees, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Parties agree to seek approval of the Settlement from the Los Angeles Superior Court (“Court”). Plaintiffs understand and agree that the State of California and Aggrieved Employees, including Plaintiffs, would not receive the consideration specified in Section 3(a) above, except for Plaintiffs’ execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Actions to implement the settlement and terminate the Actions pursuant to settlement (i.e., to terminate the Actions by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs' Counsel. Plaintiffs' Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Spencer W. Waldron and Lisa L. Peterson of Fisher & Phillips LLP ("Defendant's Counsel") for review and approval prior to filing.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Actions and close the Actions based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

(e) Defendant agrees to provide a declaration to Plaintiffs' Counsel regarding the sale of the company on or about January 31, 2022, which may be filed with the Court in seeking approval of the Settlement.

7. **Payment of PAGA Settlement Sum / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within fourteen (14) calendar days of the Court's order granting

approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendant's payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and will not be subject to local, state or federal payroll tax withholdings. All Aggrieved Employees who cash, deposit, or otherwise negotiate their Individual Settlement Share checks shall receive an IRS Form 1099 for their Individual Settlement Share as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, 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", in the following manner:

(1) No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) social security number; and (v) Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted California Rural Legal Assistance, Inc. The Parties and their counsel each represent that they do not have any financial interest in or other relationship with the *cy pres* recipient that could create a conflict of interest.

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiffs' Counsel, unless instructed otherwise by Plaintiffs' Counsel. At the request of Plaintiffs' Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles, and any additional expenses associated with doing so will be paid separately by Plaintiffs' Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fees to Plaintiffs.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. **Release of Claims by Plaintiffs, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Actions and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaints and PAGA Notices, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant 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 provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of 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, and 9-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs, individually and on behalf of their

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 Plaintiffs have 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 Plaintiffs' 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 Plaintiffs in an individual capacity, Plaintiffs acknowledge and waive any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

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

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Publicity.** Plaintiffs and their counsel agree that they have not and will not engage in publicity regarding the Actions or the Settlement until Plaintiffs have filed their motion for approval of the Settlement. Until then, Plaintiffs will state that "the case was resolved and it

was resolved confidentially” in response to any inquiries. Until Plaintiffs have filed their motion for approval of the Settlement, Plaintiffs’ Counsel shall not report the Actions or the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs, the Aggrieved Employees, or the Settlement on their websites, and shall not contact any reporters or media regarding the Settlement. Despite this provision, Plaintiffs’ Counsel can discuss the Settlement with the Court for purposes of approval and with Plaintiffs. Nothing herein will restrict Plaintiffs’ Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiffs’ Counsel’s qualifications and experience.

11. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties’ counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

12. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Actions, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Mark S. Rudy, Inc.. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

///

///

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 07/06/2022, 2022

Electronically Signed 2022-07-07 02:44:28 UTC - 75.80.124.203
Nintex AssureSign® JoseMB 6b80ad86-149d-4c11-a8bd-ae013d1726

Jose Manuel Barreiro
Individually and On Behalf of
the State of California and Aggrieved Employees

Date: _____, 2022

Cristal Preciado
Individually and On Behalf of
the State of California and Aggrieved Employees

PUENTE HILLS IMPORTS, INC. DBA PUENTE
HILLS TOYOTA

Date: _____, 2022

Name:
Title:

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: _____, 2022

EDWIN AIWAZIAN
JOANNA GHOSH
Attorneys for Plaintiffs Jose Manuel Barreiro and
Cristal Preciado

FISHER & PHILLIPS LLP

Date: _____, 2022

Spencer W. Waldron
Lisa L. Peterson
Attorneys for Defendant Puente Hills Imports, Inc.
dba Puente Hills Toyota

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____, 2022

Jose Manuel Barreiro
Individually and On Behalf of
the State of California and Aggrieved Employees

Date: 07/1/2022, 2022

Electronically Signed 2022-07-01 16:52:14 UTC - 172.56.17.239

Nintex AssureSign® 6c1aa8ec-4bfe-4e54-aa2a-aec4012d85ea

Cristal Preciado
Individually and On Behalf of
the State of California and Aggrieved Employees

**PUENTE HILLS IMPORTS, INC. DBA PUENTE
HILLS TOYOTA**

Date: _____, 2022

Name:
Title:

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: July 1, 2022, 2022



EDWIN AIWAZIAN
JOANNA GHOSH
Attorneys for Plaintiffs Jose Manuel Barreiro and
Cristal Preciado

FISHER & PHILLIPS LLP

Date: _____, 2022

Spencer W. Waldron
Lisa L. Peterson
Attorneys for Defendant Puente Hills Imports, Inc.
dba Puente Hills Toyota

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____, 2022

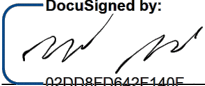
Jose Manuel Barreiro
Individually and On Behalf of
the State of California and Aggrieved Employees

Date: _____, 2022

Cristal Preciado
Individually and On Behalf of
the State of California and Aggrieved Employees

Date: 6/30/2022, 2022

PUENTE HILLS IMPORTS, INC. DBA PUENTE
HILLS TOYOTA

DocuSigned by:

02DD8FD642F140F...
Name: Howard Hawkes
Title: president

Approved as to form and content.

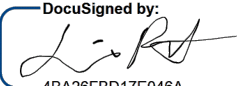
LAWYERS *FOR* JUSTICE, PC

Date: _____, 2022

EDWIN AIWAZIAN
JOANNA GHOSH
Attorneys for Plaintiffs Jose Manuel Barreiro and
Cristal Preciado

Date: 6/30/2022, 2022

FISHER & PHILLIPS LLP

DocuSigned by:

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Spencer W. Waldron
Lisa L. Peterson
Attorneys for Defendant Puente Hills Imports, Inc.
dba Puente Hills Toyota

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Jose Manuel Barreiro v. Puente Hills Imports, et al.*, Los Angeles Superior Court Case No. 21PSCV00503 and *Cristal Preciado v. Puente Hills Imports, Inc., et al.*, Los Angeles Superior Court Case No. 21PSCV00626

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuits entitled *Jose Manuel Barreiro v. Puente Hills Imports, et al.*, Los Angeles Superior Court Case No. 21PSCV00503 and *Cristal Preciado v. Puente Hills Imports, Inc., et al.*, Los Angeles Superior Court Case No. 21PSCV00626 (together, the “Actions”).

The lawsuits were filed on June 17, 2021 and August 2, 2021 by Jose Manuel Barreiro and Cristal Preciado, respectively (together, “Plaintiffs”) against their former employer, on behalf of the State of California, with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the 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 lawsuits, on April 13, 2021, Plaintiff Barreiro 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, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-829169-21 (the “Barreiro PAGA Notice”). Additionally, on May 27, 2021, Plaintiff Preciado submitted a letter to the LWDA, pursuant to PAGA, to provide notice of her 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, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-833456-21 (the “Preciado PAGA Notice”) (together, the Barreiro PAGA Notice and Preciado PAGA Notice are referred to as the “PAGA Notices”).

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

A settlement was reached between Plaintiffs and Defendant Puente Hills Imports, Inc. dba Puente Hills (“Defendant”).

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California Labor and Workforce Development Agency and a portion to be paid to the Aggrieved Employees based on their total number of pay periods they each worked during the period April 13, 2020 through <<date>> (“PAGA Period”). The “Aggrieved Employees” collectively means Hourly-Paid/Non-Exempt Aggrieved Employees and Salaried/Exempt Aggrieved Employees, which are defined as follows:

“Hourly-Paid/Non-Exempt Aggrieved Employees” means all current and former hourly-paid or non-exempt employees employed by Defendant within the State of California at any time during the PAGA Period.

“Salaried/Exempt Aggrieved Employees” means all current and former salaried employees who were classified as “exempt” under the administrative, executive, professional, and/or inside sales exemptions and who did not meet the requirements of the exemptions under California law who were employed by Defendant within the State of California at any time during the PAGA Period.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share 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 entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant, including Defendant’s parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys,

officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaints and PAGA Notices, including but not limited to, for failure to pay minimum, regular, and overtime, failure to provide compliant 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 provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of 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, and 9-2001.

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 California Rural Legal Assistance, Inc..

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 **[PAGA Settlement Administrator]** at **[toll-free phone number]**.

EXHIBIT 2

BARREIRO V. PUENTE HILLS IMPORTS, INC., ET AL.
(LOS ANGELES SUPERIOR COURT CASE NO. 21PSCV00503) (“BARREIRO ACTION”)
PRECIADO V. PUENTE HILLS IMPORTS, INC., ET AL.
(LOS ANGELES SUPERIOR COURT CASE NO. 21PSCV00626) (“PRECIADO ACTION”)

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 Plaintiffs Jose Manuel Barreiro and Cristal Preciado’s (together, “Plaintiffs”) Claims and the Merits of the Claims of the State of California with Respect to Aggrieved Employees	10.20
Pre-Lawsuit Investigation of Potential Penalties Exposure of Defendant Puente Hills Imports, Inc. dba Puente Hills Toyota (“Defendant”) with Respect to Plaintiffs and the Aggrieved Employees	6.80
Legal Research and Analysis of Latest Decisions Regarding Misclassification, Off-the-Clock, Meal and Rest Breaks, Private Attorney General Act (“PAGA”), and Arbitration Agreements in California, Including all New and Relevant DLSE Materials	7.50
Investigation of Defendant, Defendant’s Business Relationships, and the Industry in which Defendant Operates	3.20
Investigation of Defendant’s Organizational and Corporate Structure, and Executive Reporting Structure as They Relate to the Employment and Management of the Aggrieved Employees	2.80

Investigation of Defendant's Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	2.50
Analysis of 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	4.60
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 Individual Issues to Predominate Over Common Issues	4.10
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Locations Throughout California Where Aggrieved Employees Worked	3.90
Research and Investigation Re: Defendant's Policies, Practices, and Procedures Relating to Job Duties, Customer Service, Sales, Management, Timekeeping, Meal/Rest Breaks, Non-Discretionary Shift Differential/Bonus/Performance Pay, Overtime Compensation, Use of Personal Vehicles and Cell Phones, Dress Code, Sanitation/PPE Supplies, and Reimbursement of Business-Related Expenses	12.20
Research and Investigation Re: Various Software Programs, Systems, and Other Technology Defendant Uses to Conduct Everyday Business, Including Timekeeping, Inventory, Sales, and CRM 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	3.40
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, Exemption, and Compliant Policies	6.50

Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	5.90
Research and Analysis of Defendant's Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	2.20
Prepare a Discovery Strategy Plan of Action, including Topics of Inquiry Important to Liability and Civil Penalties	5.30
Meet and Communicate with Plaintiff Jose Manuel Barreiro Throughout the Pendency of the Case	39.50
Meet and Communicate with Plaintiff Cristal Preciado Throughout the Pendency of the Case	38.50
Meet and Communicate with Aggrieved Employees and Percipient Witnesses	14.50
Pleadings and Court Filings	
Research and Draft Plaintiff Jose Manuel Barreiro'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 June 17, 2021) (Barreiro Action)	7.50
Review Court's Notice of Case Assignment and Unlimited Civil Case, Notice of Case Management Conference, and Notice of Order to Show Cause Hearing (filed on June 17, 2021) (Barreiro Action)	0.10
Research and Draft Plaintiff Cristal Preciado'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 August 2, 2021) (Preciado Action)	6.80
Review Court's Notice of Case Assignment Unlimited Civil Case (filed on August 2, 2021) (Preciado Action)	0.10

Review Court's Notice of Case Management Conference and Notice of Order to Show Cause Hearing (filed on August 3, 2021) (Preciado Action)	0.10
Review Court's Notice of Case Reassignment and Order for Plaintiff to Give Notice (filed on August 16, 2021) (Barreiro Action)	0.10
Review Court's Notice of Case Reassignment and Order for Plaintiff to Give Notice (Dates Remain) (filed on August 23, 2021) (Barreiro Action)	0.10
Draft Plaintiff Jose Manuel Barreiro's Case Management Statement (filed on October 25, 2021) (Barreiro Action)	0.70
Review Defendant's Case Management Statement (served on October 25, 2021) (Barreiro Action)	0.30
Meet and Confer with Defense Counsel, and Draft Joint Stipulation to Extend Defendant's Responsive Pleading Deadline; [Proposed] Order (submitted on November 2, 2021) (Barreiro Action)	1.10
Review Court's Order Re: Joint Stipulation to Extend Defendant's Responsive Pleading Deadline (filed on November 3, 2021) (Barreiro Action)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Stipulation to Extend Defendant's Responsive Pleading Deadline; [Proposed] Order (submitted on November 10, 2021) (Preciado Action)	0.90
Review Court's Order Re: Joint Stipulation to Extend Defendant's Responsive Pleading Deadline (filed on November 15, 2021) (Preciado Action)	0.10
Draft Plaintiff Cristal Preciado's Notice of Posting Jury Fees (filed on December 20, 2021) (Preciado Action)	0.20

Meet and Confer with Defense Counsel, and Draft Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on April 5, 2022) (Preciado Action)	1.10
Review Court's Order Re: Joint Stipulation to Continue Case Management Conference (filed on April 6, 2022) (Preciado Action)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Case Management Conference Statement and Notice of Settlement (filed on April 20, 2022) (Barreiro Action)	0.70
Meet and Confer with Defense Counsel, and Draft Joint Case Management Conference Statement and Notice of Settlement (filed on April 20, 2022) (Preciado Action)	0.50
Review Court's Minute Order Re: Case Management Conference (filed on May 18, 2022) (Barreiro Action)	0.10
Meet and Confer with Defense Counsel, and Draft Joint Stipulation to Consolidate Case Numbers 21PSCV00503 and 21PSCV00626; [Proposed] Order Thereon (submitted on June 10, 2022) (Barreiro Action)	1.50
Review Court's Minute Order Re: Joint Stipulation to Consolidate (filed on June 14, 2022) (Barreiro Action)	0.10
Review Court's Minute Order Re: Consolidation of Cases (filed on June 14, 2022) (Preciado Action)	0.10
Draft Notice of Entry of Judgment or Order (filed on June 23, 2022) (Barreiro Action)	0.20
Appearances	
Prepare for and Telephonically Attend Case Management Conference Hearing (May 18, 2022) (Barreiro Action)	0.30

Prepare for and Telephonically Attend Hearing on Plaintiffs' Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Costs, General Release Fees, and Settlement Administration Costs (September 29, 2022) (Anticipated)	1.50
Discovery and Deposition	
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Cristal Preciado (served on November 20, 2020)	1.80
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Cristal Preciado (served on December 18, 2020)	3.10
Draft Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Jose Manuel Barreiro (served on January 26, 2021)	1.80
Review and Analyze Documents Produced by Defendant in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Jose Manuel Barreiro (served on February 21, 2021)	2.50
Letters and Correspondence	
Research and Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Jose Manuel Barreiro for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on April 13, 2021)	4.10
Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Cristal Preciado for Penalties Under California Labor Code section 2698, <i>et seq.</i> (served on May 27, 2021)	3.50

Meet with, Draft Correspondence to, and Respond to Correspondence from, Defense Counsel	18.50
Mediation/Settlement	
Review and Analyze Pre-Mediation Documents Produced by Defendant and Prepare Valuation Models, Including, <i>Inter Alia</i> , Calculating PAGA Penalties for Violation Rates for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements (served on March 17, 2022, March 25, 2022, March 28, 2022, April 5, 2022, and April 11, 2022) • Employment and Operations Policies, Practices, and Procedures Documents • Job Duties, Job Position, and Exemption Information • Sampling of Aggrieved Employees' Time Records and Pay Records	26.50
Prepare for Mediation Session, Including Researching Merits of Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiffs' Mediation Brief (submitted on April 7, 2022)	14.50
Attend Mediation Session (April 14, 2022; Zoom Video Conference)	12.50
Review, Revise, and Negotiate, Private Attorneys General Act Settlement Agreement and Release and Cover Letter (fully executed on June 22, 2022)	7.50
Review, Revise, and Negotiate, Amended Private Attorneys General Act Settlement Agreement and Release and Cover Letter (fully executed on July 6, 2022)	2.50
Review Defendant's Declaration of Howard Hakes (Regarding Sale of Company)	0.20
Law and Motion	
Research, Draft, Review, and/or Revise Plaintiffs' Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Costs, General Release Fees, and Settlement Administration Costs, Declaration of	12.40

Edwin Aiwazian in Support Thereof, Declaration of Jose Manuel Barreiro in Support Thereof, Declaration of Cristal Preciado in Support Thereof, and [Proposed] Order and Judgment (filed on August 4, 2022)	
Total Hours:	309.40

EXHIBIT 3

LAWYERS for JUSTICE PC CASE COST DETAIL
Barreiro v. Puente Hills Imports

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
1/26/2021	U.S. Postmaster	Postage	7.00
5/28/2021	Labor & Workforce Development Agency	Filing Fee	75.00
6/17/2021	Legal Document Server, Inc.	Attorney Service	30.43
6/17/2021	Los Angeles Superior Court	Filing Fee	435.00
7/2/2021	ProLegal	Attorney Service	185.10
8/10/2021	Legal Document Server, Inc.	Attorney Service	15.20
9/28/2021	One Legal	Attorney Service	16.68
10/25/2021	One Legal	Attorney Service	16.68
1/4/2022	Mark S. Rudy	Mediation Fee	11,000.00
4/21/2022	Legal Document Server, Inc.	Attorney Service	15.20
Total:			11,796.29

LAWYERS for JUSTICE PC CASE COST DETAIL
Preciado v. Puente Hills Imports

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
11/20/2020	U.S. Postmaster	Postage	6.95
8/3/2021	Legal Document Server, Inc.	Attorney Service	30.43
8/3/2021	Los Angeles Superior Court	Filing Fee	435.00
8/25/2021	ProLegal	Attorney Service	180.60
10/15/2021	One Legal	Attorney Service	16.68
12/20/2021	Legal Document Server, Inc.	Attorney Service	22.33
12/20/2021	Los Angeles Superior Court	Jury Fee	150.00
4/5/2022	Legal Document Server, Inc.	Attorney Service	16.55
4/5/2022	Los Angeles Superior Court	Filing Fee	20.00
4/8/2022	FedEx Express	Courier Service	100.47
4/21/2022	Legal Document Server, Inc.	Attorney Service	15.20
Total:			994.21

EXHIBIT 4

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