

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
3 EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
4 **GAINES & GAINES, APLC**
4550 East Thousand Oaks Boulevard, Suite 100
5 Westlake Village, CA 91362
Telephone: (818) 703-8985
6 Facsimile: (818) 703-8984

7 Attorneys for Plaintiff Tarik Bob, on behalf of himself and all "aggrieved employees" pursuant to
8 Labor Code § 2698 *et seq.*

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF MERCED**

11 TARIK BOB, on behalf of himself and all
12 "aggrieved employees" pursuant to Labor
13 Code § 2698 *et seq.*,

14 Plaintiff,

15 vs.

16 COMPASS CALIFORNIA, INC. a
17 Delaware corporation, and DOES 1
18 through 10, inclusive,

19 Defendants.

CASE No. 22CV-01472

*Assigned for All Purposes to the Honorable
Brian McCabe, Dept. 8*

UNLIMITED JURISDICTION

**DECLARATION OF DANIEL F. GAINES
IN SUPPORT OF STIPULATION AND
[PROPOSED] ORDER APPROVING
SETTLEMENT OF CLAIMS AND
DISMISSING ACTION WITH PREJUDICE**

Complaint Filed: May 24, 2022

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney at law duly licensed to practice before all Courts in the State of
3 California and am the managing shareholder for the law firm of Gaines & Gaines, APLC, attorneys
4 of record for Plaintiff Tarik Bob (hereinafter "Plaintiff") in the above-captioned action. I have
5 personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto,
6 I could and would competently do so.

7 2. My firm has represented employees in complex employment matters such as this
8 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
9 Court-approved class counsel in dozens of class action matters since my admission to the Bar. A
10 true and correct list of the cases in which our law firm has represented employees in wage and hour
11 matters been appointed as class counsel is attached hereto as Exhibit "A".

12 3. Plaintiff filed this representative action, pursuant to the Labor Code § 2698 *et seq.*,
13 the Labor Code Private Attorneys General Act (hereinafter, "PAGA") on May 24, 2022 alleging
14 multiple violations of the Labor Code, after complying with the administrative requirements set
15 forth in Labor Code § 2699.3 on August 31, 2021. Attached hereto as Exhibit "B" is a true and
16 correct copy of Plaintiff's letter to the California Labor and Workforce Development Agency.

17 4. Prior to the filing of the Action, the parties conducted informal discovery through
18 which they ascertained the size of the aggrieved employee group and the number of pay periods
19 worked by them during the applicable statutory period to ascertain the total value of Plaintiff's
20 representative claims.

21 5. The parties thereafter engaged in arm's-length negotiations and reached a resolution
22 of the PAGA claims asserted in the action. Based on discovery completed, the maximum value of
23 the penalty claims asserted for the time period reviewed, without stacking multiple alleged
24 violations, is \$382,900 and the amount of the settlement is \$40,000, almost 11% of the maximum
25 recoverable penalties (based on approximately 3,829 affected pay periods worked by 178
26 Aggrieved Employees at the rate of \$100 each, without stacking penalties). Based on my
27 experience as noted above, the PAGA settlement is a substantial recovery in light of the claims
28

1 alleged, the risk of prevailing on the merits of the claims, the risk the Court would apply its
2 discretion to award less than the maximum potential penalty award, the narrow scope of the release
3 (only PAGA claims premised on specified Labor Code violations), and the substantial payment to
4 be made to the LWDA. This is a solid result which is by any measure fair and reasonable, thereby
5 warranting approval by the Court.

6 6. The parties have entered into a settlement agreement to resolve the PAGA claim on
7 behalf of plaintiff Tarik Bob and all non-exempt employees who worked for Compass SF I, Inc., a
8 California corporation, and/or Alain Pinel Realtors, Inc., a California corporation, and/or Pacific
9 Union International, Inc., a California corporation, within the State of California between August
10 1, 2020 through August 1, 2021. The parties are herewith filing the Settlement Agreement with the
11 financial terms redacted and simultaneously lodging an unredacted copy of the Agreement with the
12 Court pursuant to permission granted by this Court in its Order dated June 15, 2022. A true and
13 correct copy of the redacted Settlement Agreement and Release is attached hereto as Exhibit "C."

14 I declare, under penalty of perjury, under the laws of the State of California, that the
15 foregoing is true and correct. Executed this 15th day of June 2022 at Westlake Village, California.

16
17 Daniel F. Gaines
18 DANIEL F. GAINES

EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaience OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101
CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8965
FAX (818) 703-8964

August 31, 2021

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

Compass SF I, Inc.
90 5th Avenue, 3rd Floor
New York, NY 10011

Defendant mailed certified # 70190700000201201091

C T Corporation System
28 Liberty Street
New York, NY 10005

Agent mailed certified # 70190700000201201114

Alain Pinel Realtors, Inc.
90 5th Avenue, 3rd Floor
New York, NY 10011

Defendant mailed certified # 70190700000201201138

C T Corporation System
28 Liberty Street
New York, NY 10005

Agent mailed certified # 70190700000201201145

Pacific Union International, Inc.
891 Beach Street
San Francisco, CA 94109

Defendant mailed certified # 70190700000201201107

C T Corporation System
28 Liberty Street
New York, NY 10005

Agent mailed certified # 70190700000201201121

Re: *Labor Code Violations of Compass SF I, Inc., Alain Pinel Realtors, Inc., and
Pacific Union International, Inc. – Compliance Letter of California Labor
Code § 2698 - Private Attorneys General Act*

Labor & Workforce Development Agency
Compass SF I, Inc.
Alain Pinel Realtors, Inc.
Pacific Union International, Inc.
C T Corporation System
August 31, 2021
Page 2

Dear LWDA:

This office, together with the Tojarieh Law Firm, represent Tarik Bob, a former California employee of one or more of Compass SF I, Inc., Alain Pinel Realtors, Inc. and/or Pacific Union International, Inc. and/or their parent companies (hereinafter collectively, "Defendants"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by one or more of the Defendants in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendants engaged in with respect to our client and all other of their California employees.

Our client, on behalf of himself and all other salaried non-exempt California employees, claims that Defendants engaged in a practice of untimely compensating their employees, in violation of Labor Code §§ 204 and 210. Defendants paid their non-exempt employees, including our client, a 1/24 fraction of their annual base salary for each semi-monthly payroll period, regardless of the number of days actually worked and the hours actually worked. Frequently, they are paid less wages than they actually earned for the pay period as a result of this payroll system. These failures to pay all wages for each payroll period within the time frames dictated by Labor Code § 204 violates Labor Code §§ 204 and 210.

Our client claims that Defendants failed to pay him and other salaried non-exempt California employees all overtime wages due during the course of their employment. Defendants paid these employees less than 1.5 times the regular rate of pay for all overtime hours worked as a result of paying them on a salary basis where a different number of hours are worked every pay period (for example, where less than 86.67 hours are worked in a semi-monthly payroll period, overtime is being underpaid). Moreover, our client and other non-exempt California employees of Defendants were paid commission wages. However, their commission wages were not properly factored into their regular rate of pay and when they worked overtime hours, these hours were not compensated at the proper rates. As such, they were not properly compensated for overtime hours worked over eight (8) in one workday and over forty (40) in one workweek. These failures to pay all wages due constitute violations of Labor Code §§ 510, 558 and 1194.

Defendants failed to pay premium wages to their non-exempt California employees who were denied rest periods, in violation of Labor Code §§ 226.7 and 558. Our client and all other non-exempt California employees were routinely unable to take a 10 minute rest break for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. Their workload was simply too heavy to always take their required rest periods. When they were able to take their rest periods, they were oftentimes late, cut short or interrupted. This violates Labor Code §§ 226.7 and 558.

Labor & Workforce Development Agency
Compass SF I, Inc.
Alain Pinel Realtors, Inc.
Pacific Union International, Inc.
C T Corporation System
August 31, 2021
Page 3

Our client claims that Defendants failed to pay him and all other non-exempt California employees premium wages for missed meal periods, in violation of Labor Code §§ 226.7, 512 and 558. Our client and other non-exempt California employees were routinely unable to take a 30-minute, uninterrupted meal period for shifts greater than five hours in duration, and a second 30-minute meal period for shifts greater than ten hours in duration, but were not paid premium wages of one hour of pay for each missed and denied meal period. When they were able to take their meal periods, they were oftentimes late, cut short or interrupted. This violates Labor Code §§ 226.7, 512 and 558.

Defendants failed to issue our client and other non-exempt California employees wage statements that fully and accurately itemize the requirements set forth in Labor Code § 226(a). Specifically, our client and other non-exempt California employees were not paid all wages due, as discussed above. As a result, the wage statements issued by Defendants failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9). Separately, the wage statements issued to our client and other non-exempt California employees failed to accurately set forth the total hours worked, in violation of Labor Code § 226(a)(2), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9). Specifically, the total hours worked listed are incorrect. For example, pay periods that include only ten workdays, the wage statements list 86.67 total hours worked (instead of 80). The wage statements also omit an accurate count of overtime hours worked and set forth inaccurate overtime rate of pay when non-exempt California employees earned commissions.

Our client further alleges that Defendants failed to pay him all wages due at the separation of his employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other non-exempt California employees were not paid all wages due, including overtime wages and meal and rest period premium wages during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-203 and is alleged on behalf of all non-exempt California employees of Defendants.

We invite Defendants or their counsel to contact our office to discuss these claims and whether a resolution of them is possible.

Labor & Workforce Development Agency
Compass SF I, Inc.
Alain Pinel Realtors, Inc.
Pacific Union International, Inc.
C T Corporation System
August 31, 2021
Page 4

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By : Sepideh Ardestani
SEPIDEH ARDESTANI

cc: Daniel Pyne, Esq.

EXHIBIT C

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement and Release of Claims (the "Agreement") is entered into between Compass SF I, Inc. (formerly known as Paragon Real Estate Group), Alain Pinel Realtors, Inc., and Pacific Union International, Inc. dba Compass (together, these three entities are referred to as the Acquired Compass Entities) and Tarik Bob, on behalf of himself, the State of California, and all non-exempt California employees who were employed by the Acquired Compass Entities between August 1, 2020 and August 1, 2021, subject to the occurrence of the Effective Date defined below.

WHEREAS, Tarik Bob filed suit against the Acquired Compass Entities on behalf of himself and all non-exempt employees who were employed by the Acquired Compass Entities within the State of California during the PAGA Period defined below.

WHEREAS, the Acquired Compass Entities dispute the validity of the claims asserted by Tarik Bob but desire to avoid the expense and distraction of litigation;

WHEREAS, Tarik Bob and his counsel acknowledge the uncertainty, expense, and duration of litigation and potential appeals and, after careful consideration of the relevant facts and circumstances, have concluded that it is in the best interest of the Aggrieved Employees defined below to resolve the dispute on the terms set forth in this Settlement Agreement and Release of Claims, believing that the terms represent a fair, reasonable and adequate resolution of the disputed claims;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings stated:

1.1. "Acquired Compass Entities" shall mean between Compass SF I, Inc. (formerly known as Paragon Real Estate Group), Alain Pinel Realtors, Inc., and Pacific Union International, Inc. dba Compass.

1.2. "Action" shall mean the action to be filed by Tarik Bob against the Acquired Compass Entities in Merced County Superior Court in furtherance of this Agreement.

1.3. "Aggrieved Employees" shall mean Plaintiff Tarik Bob and all non-exempt employees who worked for any of the Acquired Compass Entities within the State of California during the PAGA Period. Defendant represents that there are no more than 178 Aggrieved Employees.

1.4. "Bob Settlement Amount" means the \$1,500.00 of the Settlement Amount payable to Plaintiff Bob in exchange for his release of all of the claims he holds or may hold against the Acquired Compass Entities and/or any of their parents, subsidiaries or affiliated entities.

1.5. "Court" means the Merced County Superior Court.

1.6. "Effective Date" means (a) the date of approval of the Settlement by the Court if there are no objections to or efforts to intervene in the Action or the Settlement, (b) 65 days after service of Notice of Entry of Judgment on the Acquired Compass Entities and Plaintiff Bob if objections to the settlement are filed and overruled, or an effort to intervene in the Action or the Settlement is denied, and no appeal is taken from the order granting approval of the Settlement or denying an effort to intervene, or (c) if an order approving the Settlement or judgment is appealed, then 30 days after an appellate decision affirming an order granting approval of the Settlement or judgment becoming final.

1.7. "Gross Settlement Amount" means forty thousand dollars and no cents (\$40,000.00), the maximum amount to be paid by the Acquired Compass Entities to settle the Action.

1.8. "LWDA" means the State of California Labor and Workforce Development Agency.

1.9. "Net Settlement Amount" means the Gross Settlement Amount less the sum of: (a) reasonable attorneys' fees (in the amount of 10% of the Gross Settlement Amount) to be paid to Plaintiff's Counsel upon approval by the Court; (b) Plaintiffs' counsel's reasonable litigation costs in the amount of \$1,000.00 to be paid to Plaintiff's Counsel upon approval by the Court; (c) the Bob Settlement Amount; and (d) settlement administration expenses not to exceed \$5,000.00.

1.10. "Order" means the Order by the Court granting approval of this Settlement.

1.11. "PAGA" means the Private Attorneys General Act, California Labor Code section 2698, et seq.

1.12. "PAGA Period" means the time period from August 1, 2020 through August 1, 2021;

1.13. "Plaintiff Bob" means Tarik Bob.

1.14. "Plaintiff's Counsel" means Gaines & Gaines, APLC and Stonebrook Law.

1.15. "Released Claims" means all claims, demands, rights, liabilities, and causes of action available for civil penalties under PAGA arising during the PAGA Period from alleged unpaid, underpaid, or untimely paid wages (including overtime) or related penalties, inaccurate wage statements, denial of meal periods and/or rest breaks, and late payment of wages during employment and final wages following conclusion of employment pertaining to the Aggrieved Employees, including, but not limited to, all civil penalties available under PAGA arising out of any violation of Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1194, 2698 et seq., Industrial Welfare Commission Wage Orders, or any other statute or regulation. With respect to Plaintiff Bob only, "Released Claims" includes all claims Plaintiff Bob may hold individually against the Acquired Compass Entities and/or the Released Parties, including, but not limited to, those not pled in the Action.

1.16. "Released Parties" means (a) Compass SF I, Inc. (formerly known as Paragon Real Estate Group), (b) Alain Pinel Realtors, Inc., (c) Pacific Union International, Inc. dba Compass, and (d) the past and present shareholders, directors, officers, members and employees of Compass SF I, Inc., Alain Pinel Realtors, Inc. and Pacific Union International, Inc.

1.17. "Settlement" means the terms and conditions set forth in this Agreement to resolve the Action.

1.18. "Settlement Administrator" shall mean Simpluris, Inc. or such other settlement administrator as counsel of record in the Action may agree upon.

2. Court Approval of Settlement and Dismissal of the Action with Prejudice. Promptly following the execution of this Agreement by the Parties, Plaintiff shall submit to the Court a stipulation (or a motion, if required by the Court) approving the Settlement and dismissing the Action with prejudice. Concurrently with its submission to the Court, Plaintiff shall submit a copy of this Agreement and the stipulation or motion to the Labor and Workforce Development Agency, as required by PAGA.

3. Settlement Payments.

3.1. Composition and Distribution of Gross Settlement Amount. Subject to the occurrence of the Effective Date, the Gross Settlement Amount shall be distributed as described herein to resolve the Action in full. The Gross Settlement Amount includes (a) all payments to Plaintiff Bob, the Aggrieved Employees, and the LWDA, (b) all amounts to be paid to Plaintiff's Counsel's for attorney fees and costs, and (c) any costs of administration of the Settlement. Compass has paid the Gross Settlement Amount to the Settlement Administrator, and the Settlement Administrator shall provide Compass with a completed Form W-9 and distribute the Gross Settlement as follows:

3.1.1. Payment to Plaintiff's Counsel. Plaintiff's Counsel will file a stipulation or motion seeking approval from the Court for payment of attorney fees in the amount of 10% of the Gross Settlement Amount, plus costs in the amount of \$1,000. The Settlement Administrator shall pay such amount to Plaintiff's Counsel as the Court approves. The Settlement is not contingent upon the Court approving any specific amount as attorneys' fees for Plaintiff's Counsel.

3.1.2. Payment to LWDA. Plaintiff's Counsel shall file a stipulation or motion seeking approval from the Court for payment of \$21,375.00 as PAGA civil penalties from the Gross Settlement Amount, to be paid to the LWDA pursuant to Labor Code section 2699 in connection with the settlement of the PAGA claim. The Settlement Administrator shall pay such amount to the LWDA as the Court approves.

3.1.3. Payment to Plaintiff Bob. Plaintiff's Counsel shall file a motion or stipulation seeking approval from the Court for payment of \$1,500.00 to Plaintiff Bob in settlement of his individual claims, and the Settlement Administrator shall pay such amount to Plaintiff Bob as the Court approves.

3.1.4. Payment to Settlement Administrator. The Parties shall retain a third party to administer the payments described herein and handle all aspects of settlement administration. Plaintiff's Counsel shall file a motion or stipulation seeking approval from the Court for payment of up to \$5,000 to the Settlement Administrator for its services, and the Settlement Administrator shall pay itself from the Gross Settlement Amount such amount as the Court approves.

3.1.5. Net Settlement Amount. Following payment of the amounts described in sections 3.1.1, 3.1.2, 3.1.3, 3.1.4 and 3.1.5, the remainder of the Gross Settlement Amount, approximately \$7,125.00, shall constitute the Net Settlement Amount to be paid as provided in section 3.2.

3.2. Distribution of Net Settlement Amount. Plaintiff's Counsel shall file a stipulation or motion seeking approval from the Court for payment of the Net Settlement Amount to the Aggrieved Employees collectively. The sum payable to the Aggrieved Employees shall be allocated among them pro rata based on the number of pay periods worked during the PAGA Period. The amount payable to each individual Aggrieved Employee shall be equivalent to (a) the number of pay periods worked by the Aggrieved Employee during the PAGA Period divided by (b) the total number of pay periods worked collectively by all Aggrieved Employees during the PAGA Period multiplied by the Net Settlement Amount, and the Settlement Administrator shall pay the Net Settlement Amount as ordered by the Court.

3.3. Timing of Payments. The Acquired Compass Entities and the Settlement Administrator shall pay the Gross Settlement Amount as follows:

3.3.1. Within five calendar days of the Effective Date, the Settlement Administrator shall provide the Acquired Compass Entities with a completed Form W-9. No later than five calendar days after receipt of the completed Form W-9, the Acquired Compass Entities shall provide the Settlement Administrator with a list of all Aggrieved Employees, including their names, last known addresses and telephone numbers, and the total pay periods worked by each (or their dates of employment) during the PAGA Period. The parties acknowledge that the Acquired Compass Entities have already paid the Gross Settlement Amount to the Settlement Administrator, who holds the funds pending administration of the settlement.

3.3.2. Within 20 calendar days of the Effective Date, the Settlement Administrator shall issue a check to Plaintiff Bob in the sum of \$1,500.00, or such other amount as is approved by the Court.

3.3.3. Within 20 calendar days of the Effective Date, the Settlement Administrator shall issue a check to each Aggrieved Employee in the amount determined by the formula set forth in section 3.2 above, as agreed upon by the Parties with input from the Settlement Administrator (which shall make such calculations), or such other amount as is approved by the Court, together with the notice attached hereto as Exhibit A, to the last known address of each Aggrieved Employee.

3.3.4. Within 20 calendar days of the Effective Date, the Settlement Administrator shall issue a check to the LWDA in the amount of \$21,375.00, or such other amount as is approved by the Court.

3.3.5. Within 20 calendar days of the Effective Date, the Settlement Administrator shall issue a check to Plaintiff's Counsel, Gaines & Gaines, APLC, in the amount equal to 10% of the Gross Settlement Amount, plus \$1,000 for costs, or such other amount as is approved by the Court for attorneys' fees and costs.

3.3.6. Within 20 calendar days of the Effective Date, the Settlement Administrator shall issue a check to itself, in an amount no greater than \$5,000.00, or such other amount as is approved by the Court.

3.4. Form W-9; Negotiation of checks. The Settlement Administrator shall provide the Acquired Compass Entities with a completed Form W-9 as a condition precedent to receiving payment. Plaintiff Bob and each Aggrieved Employee may negotiate their checks pursuant to this Settlement within 120 calendar days following the issuance of the checks. If Plaintiff Bob or any Aggrieved Employee does not receive his or her check (i.e., the check is returned as undeliverable with no forwarding address) or does not cash his or her settlement payment check(s) within the 120-day period, the amount of the check(s) will be paid to the California State Controller's Office Unclaimed Property Fund, to be held in the name of the Aggrieved Employee.

3.5. Taxes. The Acquired Compass Entities make no representations with respect to the proper tax treatment of the money paid to Plaintiff Bob, the Aggrieved Employees and Plaintiff's Counsel pursuant to the Settlement. Plaintiff Bob and the Aggrieved Employees are solely and exclusively responsible for paying their respective federal or state taxes due as a result of these payments.

4. Release of Claims.

4.1. Release by Plaintiff Bob. Subject to the occurrence of the Effective Date, Plaintiff Bob hereby releases and fully discharges the Released Parties from any and all claims, claims, demands, rights, liabilities, and causes of action he holds or may hold against them as of the Effective Date, including, but not limited to, claims for unpaid, underpaid and/or untimely payment of wages (including overtime), inaccurate wage statements, denial of meal periods and/or rest breaks, late payment of final wages following separation of employment, failure to reimburse business expenses, violations of the California Labor Code (including, but not limited to, sections 200, 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1194, 2698 et seq.), the Fair Labor Standards Act, and/or California Wage Orders, breach of contract, defamation, wrongful termination of employment, constructive termination of employment, misrepresentation, and violation of any statute, law, or regulation. Plaintiff Bob acknowledges that he may hereafter discover facts different from or in addition to those now known or believed to be true regarding the subject matter of the Agreement, but:

- (a) agrees that this Agreement shall remain in full force and effect notwithstanding the existence or discovery of any such new or different facts; and
- (b) hereby waives all rights to which he may be entitled pursuant to California Civil Code section 1542, which provides as follows:

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.

This Agreement does not prohibit Plaintiff Bob from reporting alleged violations of applicable law to any government agency or entity, including, but not limited to, the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, the Department of Justice, the Department of Labor, and the Securities and Exchange Commission, or making other disclosures that are protected under applicable law, provided that he may not personally recover any financial compensation in connection with such claims.

Moreover, notwithstanding the foregoing, nothing herein is intended to release claims that cannot be released as a matter of law, including, but not limited to, claims for unemployment and/or workers' compensation benefits. In addition, Plaintiff Bob shall retain his vested benefits earned during his periods of active employment, if any, under all of the Acquired Compass Entities' qualified retirement plans, as determined under the official terms of those plans, including 401(k) and pension plan.

4.2. Release by the Acquired Compass Entities. As of the Effective Date, the Acquired Compass Entities do hereby irrevocably and unconditionally release, acquit, and forever discharge Plaintiff Bob from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, grievances, costs, losses, and expenses (including attorney fees and costs) of any nature whatsoever, known or unknown, suspected or unsuspected, anticipated or unanticipated, fixed or contingent, filed or unfiled, the Acquired Compass Entities have, or may, shall, or can hereafter have or acquire, arising out of or concerning or pertaining to or connected with any contract, tort, statutory violation, representation, non-disclosure, act, omission to act, fact, matter or thing whatsoever, occurring as of or prior to the date of this Agreement.

This release covers both claims that the Acquired Compass Entities know about and claims that the Acquired Compass Entities may not know about. The Acquired Compass Entities expressly waive and relinquish all rights and benefits provided by Section 1542 of the California Civil Code (and any similar laws of other jurisdictions), and do so understanding and acknowledging the significance of this specific waiver of Section 1542, which provides as follows:

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.

4.3. Release by Aggrieved Employees. Subject to the occurrence of the Effective Date, the Aggrieved Employees release and fully discharge the Released Parties from any and all claims, demands, rights, liabilities, and causes of action available for civil penalties under PAGA arising during the PAGA Period from alleged unpaid, underpaid, or untimely paid wages (including overtime) or related penalties, inaccurate wage statements, denial of meal periods and/or rest breaks, and late payment of wages during employment and final wages following conclusion of employment pertaining to the Aggrieved Employees, including, but not limited to, all civil penalties available under PAGA arising out of any violation of Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1194, 2698 et seq., Industrial Welfare Commission Wage Orders, or any other statute or regulation.

5. Confidentiality. Plaintiff Bob agrees that he will not disclose the financial terms of this Settlement or Agreement on social media and will not disclose the financial terms of this Agreement to anyone other than the LWDA, his spouse (if any), his attorneys, his tax preparer and any party to whom disclosure is necessary in order to comply with the law. If asked about the Action, Plaintiff Bob will state only that the Action has concluded. Plaintiff's counsel may disclose their representation in the Action, but shall not disclose the financial terms of this Agreement in any marketing or advertising, or on social media. When seeking approval of the Settlement, the parties shall seek the Court's approval to file documents reflecting the financial terms of the Settlement under seal. The Settlement and this Agreement are not contingent upon the Court allowing the parties to file documents reflecting the financial terms of the settlement under seal, however.

6. Non-disparagement. The Parties agree not to make any disparaging or derogatory comments to any third party concerning each other.

7. Neutral Reference. Upon inquiry, the Acquired Compass Entities shall provide Plaintiff Bob with a neutral employment reference, stating only his dates of employment and position(s) held, but nothing else.

9. Miscellaneous.

9.1. No other claims. With the exception of the Action, Plaintiff Bob represents that he has not filed any complaints, claims, grievances or actions against any of the Released Parties with any state, federal or local court or agency and covenants not to file any complaints, claims, grievances or actions (other than those not subject to waiver by law) against any of the Released Parties at any time hereafter based on events occurring on or before the date on which he signs this Agreement.

9.2. No liens. Plaintiff Bob represents that no persons or entities hold or have asserted any lien rights with respect to claims he has asserted against the Acquired Compass Entities or money to be paid to him pursuant to this Agreement. Plaintiff Bob agrees that he is solely responsible for paying or resolving any such liens and agrees to hold the Released Parties harmless and indemnify them against any cost or expense, including attorney fees and costs, relating to any liens that may exist.

9.3. Attorneys' fees and costs. Except as otherwise provided herein, each party shall bear any attorneys' fees and costs it may incur in connection with this Settlement and this Agreement and neither shall be entitled to recover such costs or fees from the other.

9.4. Successors and assigns. Each party represents that it has not transferred to any person or entity any of the rights released or transferred through this Agreement. The parties agree that this Agreement shall be binding upon the future successors and assignees of the Acquired Compass Entities, if any. Plaintiff Bob may not delegate or assign any of his obligations pursuant to this Agreement.

9.5. Continuing jurisdiction pursuant to Code of Civil Procedure section 664.6. Pursuant to Code of Civil Procedure section 664.6 and as otherwise allowed by law, the Court shall retain continuing jurisdiction over the parties, the LWDA, and the Aggrieved Employees to enforce this Settlement.

9.6. Entire agreement; modification. This Agreement sets forth the entire agreement between the parties and supersedes all prior agreements or understandings, both written and oral, between the parties regarding the subject matter of this Agreement. The parties may modify this Agreement only through a writing signed by each. This Agreement is contingent upon approval by the Court and is of no force or effect if not approved by the Court.

9.7. Governing law. The laws of the State of California shall govern the construction and enforcement of this Agreement, except that the Agreement shall be interpreted as through drafted jointly by Plaintiff Bob and the Acquired Compass Entities.

9.8. Counterparts. The parties may execute this Agreement in counterparts, and/or by facsimile or electronically, and the counterparts together shall be considered part of one and the same instrument.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

9.9. Further assurances and cooperation. The parties agree to perform such actions, and to execute such additional documents, if any, as may be necessary or appropriate to effectuate the intent of this Agreement.

Date: March 4, 2022

DocuSigned by:
Tarik Bob
CAF80A9257644D9...

Tarik Bob

Date: _____

On behalf of Compass SF I, Inc. (formerly known as Paragon Real Estate Group), Alain Pinel Realtors, Inc., and Pacific Union International, Inc. dba Compass (the "Acquired Compass Entities")

By: _____

Date: May 11, 2022

GAINES & GAINES, APLC

By: *Daniel F. Gaines*
Daniel F. Gaines
Attorney for Plaintiff Tarik Bob

Date: _____

HOPKINS & CARLEY

By: _____
Daniel F. Pyne III
Attorney for Defendants Compass SF I, Inc. (formerly known as Paragon Real Estate Group), Alain Pinel Realtors, Inc., and Pacific Union International, Inc. dba Compass

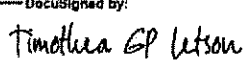
9.9. Further assurances and cooperation. The parties agree to perform such actions, and to execute such additional documents, if any, as may be necessary or appropriate to effectuate the intent of this Agreement.

Date: _____

Tarik Bob

03/26/2022
Date: _____

On behalf of Compass SF I, Inc. (formerly known as Paragon Real Estate Group), Alain Pinel Realtors, Inc., and Pacific Union International, Inc. dba Compass (the "Acquired Compass Entities")

By: DocuSigned by:

2521595786K048E

Date: _____

GAINES & GAINES, APLC

By: _____
Daniel F. Gaines
Attorney for Plaintiff Tarik Bob

Date: May 26, 2022

HOPKINS & CARLEY

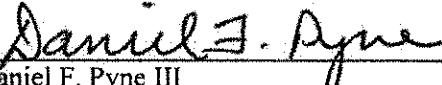
By: 
Daniel F. Pyne III
Attorney for Defendants Compass SF I, Inc. (formerly known as Paragon Real Estate Group), Alain Pinel Realtors, Inc., and Pacific Union International, Inc. dba Compass

EXHIBIT A
NOTICE TO AGGRIEVED EMPLOYEES

Date _____

NOTICE OF SETTLEMENT

Merced County Superior Court Case No. _____

Case Name: *Tarik Bob v. COMPASS SF I, INC., a California corporation, ALAIN PINEL REALTORS, INC., a California corporation, PACIFIC UNION INTERNATIONAL, INC., a California corporation*

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving the enclosed check in settlement of a lawsuit entitled *TARIK BOB, on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 et seq., Bob Tarik v. COMPASS SF I, INC., a California corporation formerly known as Paragon Real Estate Group, ALAIN PINEL REALTORS, INC., a California corporation, PACIFIC UNION INTERNATIONAL, INC., a California corporation and DOES 1 through 10, inclusive, ("Defendants")*, Superior Court of the State of California, County of Merced, Case Number _____ (the "Lawsuit").

In the Lawsuit, Plaintiff pursued various claims for penalties against Defendants under the California Private Attorneys General Act of 2004 ("PAGA"). Defendants deny Plaintiff's claims in their entirety, and assert they complied with the applicable law. However, the parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests and, therefore, agreed to settlement of this lawsuit. The court has not ruled on the merits of this lawsuit, but it has approved the civil penalties settlement amount to be paid by Defendants. The settlement addresses claims for PAGA penalties on behalf of non-exempt employees who worked or are working for Defendants in California at any time from August 1, 2020 through August 1, 2021.

According to Defendants' records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. The settlement check shall remain valid for one hundred twenty (120) calendar days. Checks remaining un-cashed for more than 120 days after issuance will become void and the outstanding balance will be tendered to the State Controller's Office, Unclaimed Property Division, to be held in your name.

If you have additional questions, you may contact the lawyers for Plaintiff Tarik Bob:

Daniel F. Gaines, Esq.
Evan S. Gaines, Esq.
Alex P. Katofsky, Esq.
Gaines & Gaines, APLC
27200 Agoura Road, Suite 101
Calabasas, California 91301
evan@gaineslawfirm.com
Phone (866) 550-0855

Joseph Tojarieh, Esq.
Stonebrook Law
10250 Constellation Boulevard, Suite 100
Los Angeles, California 90067
jft@tojariehlaw.com
Phone (310) 553-5533

4855-5775-9496.5

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the within action; my business address is 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, CA 91362.

____ (For messenger) my business address is:

On June 15, 2022, I served the foregoing document described **DECLARATION OF DANIEL F. GAINES IN SUPPORT OF STIPULATION AND PROPOSED ORDER APPROVING SETTLEMENT OF CLAIMS DISMISSING ACTION WITH PREJUDICE** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Daniel F. Pyne, Esq. HOPKINS & CARLEY, ALC. 70 S. First Street San Jose, CA 95113	Joseph Tojarieh, Esq. TOJARIEH LAW FIRM, PC 10250 Constellation Blvd., Suite 100 Los Angeles, CA 90067 jft@tojariehlaw.com via e-mail only
--	---

____ (BY ☐ U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more that one day after date of deposit for mailing in affidavit.

____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

____ (BY FACSIMILE TRANSMISSION) On _____, at _____, at Westlake Village, California, I served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the telephone number(s) of the receiving facsimile machine was (916) 920-4402. A transmission report was properly issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email on the counsel of record listed above.

I certify that the above document was printed on recycled paper.

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

Executed on June 15, 2022, at Westlake Village, California.



JEREMY REYES