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Attorneys for Plaintiff Patrick Richardson on behalf of himself and all “aggrieved employees” pursuant to Labor Code §2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA

PATRICK RICHARDSON, on behalf of
himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

vs.

INDIAN HEAD INDUSTRIES, INC., a
Delaware corporation, d/b/a MGM
BRAKES, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.: SCV-269965

*Assigned to the Hon. Christopher Honigsberg,
Courtroom 18*

**DECLARATION OF DANIEL GAINES IN
SUPPORT OF STIPULATION AND
[PROPOSED] ORDER APPROVING
SETTLEMENT OF PRIVATE ATTORNEYS
GENERAL ACT CLAIMS, ENTERING
JUDGMENT THEREON, AND DISMISSING
ACTION WITH PREJUDICE**

*Complaint Filed: January 6, 2022
FAC Filed: May 2, 2023*

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

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiff Patrick Richardson ("Plaintiff") in
4 this Action. I have personal knowledge of the facts set forth herein and if called as a witness to
5 testify to them, I could and would do so competently.

6 2. I obtained my BS degree from the University California at Berkeley in 2003. I
7 majored in Business Administration at the Haas School of Business.

8 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
9 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
10 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my studies
11 on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

12 4. After becoming a member of the Bar, and until his recent retirement, I practiced law
13 with my father, Kenneth, at Gaines & Gaines, APLC. Our practice specializes in litigation, with an
14 emphasis in business, real estate, and employment disputes like this one. Over 95% of my practice
15 is devoted to complex employment litigation similar to the instant action.

16 5. My firm has represented employees in employment matters such as this one, with
17 an emphasis in wage and hour issues. I have participated in and have been certified as Court-
18 approved class counsel in dozens of class and representative action matters since my admission to
19 the Bar. A true and correct list of some of the cases in which I have been appointed as class counsel
20 is attached hereto as **Exhibit "A"**.

21 6. On October 29, 2201, Plaintiff complied with the requirements set forth in Labor
22 Code § 2698 et seq., the Labor Code Private Attorneys General Act (hereinafter, "PAGA") by
23 sending a letter, by online submission to the Labor and Workforce Development Agency
24 ("LWDA") and by certified mail to Defendant Indian Head Industries, Inc., a Delaware corporation,
25 d/b/a MGM Brakes ("Defendant"), setting forth the facts and theories of the violations alleged
26 against Defendant. A true and correct copy of the letter submitted to the LWDA is attached hereto
27 as **Exhibit "B"**.

7. Plaintiff filed his Representative Action Complaint on January 6, 2022 seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code §§ 201, 202, 226(a), 510, and 1194 and penalties pursuant to Labor Code § 2699(a) for violations of Labor Code §§ 226.3 and 558.

8. On February 9, 2022, Defendant removed the case to the United States District Court for the Northern District of California.

9. On or about April 26, 2023, the Parties filed a stipulation permitting Plaintiff to file a first amended complaint and remand the case to State court. On May 2, 2023, the Honorable Kandis A. Westmore signed the Parties' stipulation and Plaintiff's First Amended Representative Complaint seeking penalties pursuant to Labor Code § 2699(f) for violations of Labor Code § 226(a) and penalties pursuant to Labor Code § 2699(a) for violations of Labor Code § 226.3 was deemed filed (the "Action"). All other claims were dismissed without prejudice.

10. During the course of the litigation, the Parties engaged in informal discovery and shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the Action and potential defenses thereto.

11. The Parties participated in a mediation with David Phillips, Esq. on December 1, 2022 in an attempt to resolve the claims asserted in the Action.

12. During the mediation, the Parties engaged in arm's-length negotiations and reached a resolution of the PAGA claims. Plaintiffs assessed the value of the PAGA claims to be approximately \$330,000 (at the rate of a \$100 penalty for 3,300 allegedly non-compliant wage statements at issue). Defendant's Counsel represented to my office that there were approximately 3,300 allegedly non-compliant wage statements of approximately 6,000 total wage statements within the period from January 6, 2021 to December 31, 2022. On March 4, 2022, Defendant modified the format of all paystubs to fully comply with Labor Code § 226.

13. Defendant disputes that these 3,300 wage statements are non-compliant and further disputes that a Judge in his or her discretion would award any penalties as there has been no showing of harm as a result of any alleged noncompliance. Defendant denies and continues to deny

1 any liability to Plaintiff or any other allegedly aggrieved employee for any violations alleged in the
2 Representative Action Complaint or the Action.

3 14. The amount of the settlement is \$185,000, which represents a recovery of 56% of
4 the possible discretionary penalties and includes an apportionment of attorneys' fees and costs and
5 a modest general release payment to Plaintiff.

6 15. Based on my extensive experience litigating representative employment actions, I
7 believe that the settlement amount represents a fair compromise of the claims.

8 16. Attached hereto as **Exhibit "C"** is a true and correct copy of the Parties' Private
9 Attorneys General Act (Labor Code § 2698 et seq.) Settlement Agreement.

10 17. My office, on behalf of Plaintiff, submitted the Settlement Agreement, together with
11 the Stipulation and all supporting documents, to the LWDA via online upload on May 23, 2023,
12 concurrently with the filing of the Stipulation.

13 I declare, under penalty of perjury, under the laws of the State of California, that the
14 foregoing is true and correct. Executed on May 23, 2023 at Westlake Village, California.

15 
16 _____
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

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

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

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

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

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

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

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

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. Sonomaidence 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) 703-8985
FAX (818) 703-8984

October 29, 2021

Via Certified Mail

Labor & Workforce Development Agency
By electronic submission

Indian Head Industries, Inc.
6200 Harris Technology Blvd
Charlotte, NC 28269 Defendant mailed certified # 70190700000201201534

Agent for Service of Process for Indian Head Industries, Inc.
C T Corporation System
330 N. Brand Blvd.
Glendale, CA 91203 Agent mailed certified # 70190700000201201527

Re: ***Labor Code Violations of Indian Head Industries, Inc. – Compliance Letter of California Labor Code § 2698, the Private Attorneys General Act of 2004***

Dear LWDA:

This office represents Patrick Richardson, a current California employee of Indian Head Industries, Inc. (“Defendant”). We write this letter in compliance with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client is employed by Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California employees (“Aggrieved Employees”).

Our client alleges that Defendant failed to pay non-exempt Aggrieved Employees all minimum and overtime wages earned during the course of employment, in violation of Labor Code §§ 510, 558, and 1194 when it rounded down the hours reflected on non-exempt Aggrieved Employees’ time records to pay fewer hours than were actually worked. On a weekly basis, this rounding deprived non-exempt Aggrieved Employees of significant hours worked. These failures to pay all minimum and overtime wages due constitute violations of Labor Code §§ 510, 558, and 1194.

Our client alleges that Defendant failed to pay all minimum and overtime wages earned during the course of employment, in violation of Labor Code §§ 510, 558 and 1194 because our client and other non-exempt Aggrieved Employees work off-the-clock; they are never paid for time preparing and submitting a mandatory COVID-19 questionnaire, which Defendant requires daily. This practice deprives our client and other non-exempt Aggrieved Employees of significant hours worked and minimum and overtime wages due and constitutes a violation of Labor Code §§ 510, 558 and 1194.

Our client claims that Defendant fails to pay him and other non-exempt Aggrieved Employees all wages due, in violation of Labor Code §§ 510, 558, 1194 and 1194.2 and IWC Wage Order 4-2001 because it required our client and other non-exempt Aggrieved Employees to be on-call on the days they were scheduled to work and to stay home and remain available to work in the instance Defendant told them they were needed. If they were not called in to work, Defendant would not compensate them for any time worked that day, including time spent on-call. An employer is obligated to pay the wages of an hourly employee for all time that the employee is under the control of the employer, and this includes all the time the employee is suffered or permitted to work, whether or not required to do so. When our client and other non-exempt Aggrieved Employees were on-call, they were under the control of Defendant and required to be compensated for all hours worked. Defendant, however, failed to do so, in violation of Labor Code §§ 510, 558, 1194 and 1194.2 and IWC Wage Order 4-2001, section 5.

Our client and other non-exempt Aggrieved Employees would routinely report to work only to be told they were no longer needed and be sent home within 2 hours of reporting to work. Defendant, however, failed to pay the required “half the usual or scheduled day’s work, but in no event . . . less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” This violates Labor Code §§ 510, 558, 1194 and 1194.2 and IWC Wage Order 4-2001.

Our client further alleges that Defendant failed to provide him and all other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Our client and other non-exempt Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3. Furthermore, and independent of the above allegations, the wage statements issued to our client and all other Aggrieved Employees failed to set forth the inclusive pay period dates, in violation of Labor Code §§ 226(a)(6) and 226.3—they improperly omit the pay period start date. Also, the wage statements issued to our client and non-exempt Aggrieved Employees failed to set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to pay certain non-exempt Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, certain non-exempt Aggrieved Employees were not paid all wages due 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 §§ 201-202 and is alleged on behalf of non-exempt Aggrieved Employees who have left their employment with Defendant.

Labor & Workforce Development Agency
Indian Head Industries, Inc.
C T Corporation System
Page 3

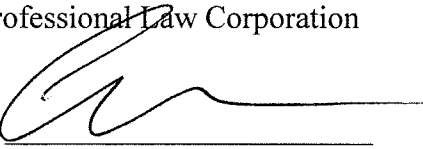
The \$75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By :



EVAN S. GAINES

EXHIBIT C

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Patrick Richardson v. Indian Head Industries, Inc. et al.
Sonoma County Superior Court Case No. SCV-269965

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action, *Patrick Richardson v. Indian Head Industries, Inc. et al.*, Sonoma County Superior Court Case No. SCV-269965 (the "Litigation"), shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement ("Agreement").

This Agreement is made by and between Defendant Indian Head Industries, Inc. ("Defendant"), Plaintiff Patrick Richardson ("Plaintiff") for himself, all Aggrieved Employees, and on behalf of the State of California (Defendant, Plaintiff, and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the "Parties.")

The Parties agree that the Litigation shall be, and hereby is, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of One Hundred Eighty-Five Thousand Dollars and Zero Cents (\$185,000.00) (hereinafter referred to as the "Settlement Sum") for settlement of Private Attorneys General Act ("PAGA") penalties arising from Defendant's alleged violations of Labor Code § 226, which shall be inclusive of a service award, attorneys' fees, costs, and settlement administrator's fees.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) "Aggrieved Employees" means any and all individuals who are or were employed by Defendant in California at any time between October 29, 2020 and the Approval Date. Defendant represents that the total number of Aggrieved Employees was approximately 104 individuals as of December 1, 2022.
- (b) "Approval Date" means the date on which the Court approves this Agreement and enters judgment.
- (c) "Complaint" means the First Amended Complaint filed by Plaintiff in the United States District Court for the Northern District of California prior to the remand of the Action to the Sonoma County Superior Court. This case is referred to as the "Litigation."

(d) "Court" means the Superior Court for the State of California, County of Sonoma.

(e) "Defense Counsel" or "Counsel for Defendant" is:

Jennifer W. Maguire, Esq.
Theodora Lee, Esq.
Littler Mendelson, P.C.
1255 Treat Boulevard, Suite 600
Walnut Creek, CA 94597

(f) The "Effective Date" of this Settlement will be (i) sixty-one (61) days after the Approval Date without any appeal, writ, or other appellate proceeding having been filed therefrom; or (ii) if any appeal, writ, or other appellate proceeding opposing Approval and Judgment has been filed within sixty-one (61) days after entry of the Judgment, the Effective Date shall be five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement have been finally and conclusively dismissed and the settlement has been upheld with no right to pursue further remedies or relief. There will be no funding required by Defendant until the Effective Date has passed.

(g) "Plaintiff's Counsel" is:

Daniel F. Gaines, Esq.
Evan S. Gaines, Esq.
Gaines & Gaines, APLC
4550 E. Thousand Oaks Blvd, Suite 100
Westlake Village, CA 91362

(h) "PAGA Penalties" means civil penalties pursuant to PAGA based on underlying violations of the Labor Code as alleged in the Complaint.

(i) "Release Period" means the time period between October 29, 2020 and the Approval Date of this Agreement.

(j) "Released Claims" means any and all claims for PAGA penalties based on underlying violations of the Labor Code as alleged in the Complaint, which includes but is not limited to claims for deficient or inaccurate wage statements, including claims under Labor Code sections 226 and 226.3.

(k) "Released Parties" means Defendant and all of Defendant's past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and all of their past, present and future officers, directors, managers, trustees, employees, agents, attorneys, contractors, representatives, insurers and any other person or entities acting on behalf of or in concert with any of the foregoing.

Article II.

Background.

Section 2.01 Background.

- (a) On October 29, 2021, Plaintiff sent notice to the LWDA of his PAGA claim.
- (b) On January 6, 2022, Plaintiff filed a complaint in the Superior Court of the State of California for the County of Sonoma. The complaint was filed on behalf of the State of California and other aggrieved employees as a PAGA action alleging violations of Labor Code §§ 201, 202, 226(a), 510, 1194, 226.3 and 558, by Defendant. On February 9, 2022, Defendant removed the action to the United States District Court for the Northern District of California.
- (c) Through the Litigation, the Parties, by and through their respective counsel, have engaged in informal discovery, investigation, and analysis of Plaintiff's claims and Defendant's defenses. The Parties reached this Settlement only after such discovery, investigation and analysis were performed and fully considered.
- (d) On December 1, 2022, Plaintiff and Defendant mediated the PAGA claim with mediator David Phillips, Esq., reaching an agreement as to settlement of Plaintiff's and Aggrieved Parties' PAGA claim related to deficient and inaccurate wage statements only.
- (e) On April 26, 2023, the Parties stipulated to remand the action to Sonoma County Superior Court, and Plaintiff concurrently sought leave to file a First Amended Complaint which dismissed without prejudice all claims except those related to deficient and inaccurate wage statements. Defendant identified approximately 3,300 allegedly non-compliant wage statements of approximately 6,000 total wage statements within the period from January 6, 2021 to December 31, 2022. As of March 4, 2022, the format of all paystubs was modified to comply with Labor Code § 226.
- (f) This Settlement contemplates the entry of an Order by the Court approving the payment allocated for settlement of PAGA penalties to Plaintiff and Aggrieved Employees, and entry of judgment in the Action dismissing with prejudice the Complaint.

Article III.

Approval and Implementation of the Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining, through written stipulation or unopposed motion if a motion is required, at the earliest possible date, an Order from the Court approving the payment of PAGA Penalties as described in this Agreement. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to

fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of PAGA Penalties as described in this Agreement.

Section 3.02 Notice to the LWDA.

At the same time as it submits this Agreement to the Court for approval, Plaintiff's Counsel shall submit a copy of this Agreement to the LWDA, as required by California Labor Code § 2699(1)(2). Within ten (10) days following the Effective Date, Plaintiff's Counsel shall submit a copy of the Order entered by the Court to the LWDA, as required by California Labor Code § 2699(1)(3).

Section 3.03 Court Approval.

The Parties will seek to obtain the Court's approval of the payment of PAGA Penalties as described in this Agreement by way of a stipulation or unopposed motion to be filed by Plaintiff's counsel promptly upon remand to the Court or as otherwise directed by the Court. Plaintiff's Counsel and Defense Counsel will jointly lodge this Agreement with the Court for its approval. The Court's approval of the payment of PAGA Penalties as described in this Agreement shall be embodied in a written order. The Parties agree that a good faith effort shall be made to seek approval, including before the federal court should remand be denied or by way of motion if the Court refuses to approve solely based upon a joint stipulation. If after exhaustion of these good faith efforts, the Court does not grant approval of the payment of PAGA Penalties as described in this Agreement, then the entirety of this Agreement shall be null and void.

Section 3.04 Payment and Notice to Aggrieved Employees.

- (a) No later than fifteen (15) business days after the Effective Date, Defendant shall provide the settlement administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the name, last known home address, and social security number for each Aggrieved Employee, and the number of wage statements provided to each Aggrieved Employee during the Release Period.
- (b) No later than fifteen (15) business days after the Effective Date, or the Court's approval of Plaintiff's attorneys fees to the extent required, whichever is later, Defendant shall deposit all required funds with the settlement administrator and within ten (10) business days the settlement administrator shall mail the Notice of Settlement of PAGA Claim (attached hereto as Exhibit "A"), together with the settlement checks in the amount set forth below to each Aggrieved Employee, by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the checks and return all undeliverable Notices to the settlement administrator. For each check and Notice of Settlement of PAGA Claim that is returned as undeliverable, the settlement administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database.

- (c) The settlement checks issued to Aggrieved Employees shall remain valid for one hundred twenty (120) days. Thereafter, all uncashed checks shall be paid to the State of California Controller's Office – Unclaimed Property Fund, to be held in the name of the respective Aggrieved Employee.

Section 3.05 Settlement Sum Allocation.

Defendant shall pay \$185,000 as the Settlement Sum. The Parties agree to the following allocations to be paid from the Settlement Sum:

a. Up to \$3,000 shall be paid to the settlement administrator as administration costs;

b. One-third of the Settlement Sum (i.e. \$61,666.67) shall be paid to Plaintiff's Counsel for payment of attorneys' fees and up to \$12,000 shall be paid to Plaintiff's Counsel for payment of its litigation costs, upon approval by the Court. Plaintiff's Counsel agrees not to seek more than these amounts, and Defendant will not oppose the application of Plaintiff's Counsel for Court approval of amounts not exceeding the above.

c. \$12,000 shall be paid to Plaintiff, as a service award and in recognition of his general release.

d. After deduction of the amounts listed in sections (a) through (c) above, the remaining amount (the "Net Settlement Sum") shall be distributed 75% to the LWDA, and 25% to the Aggrieved Employees, apportioned among them in proportion to the number of wage statements the Aggrieved Employees received during the Release Period.

Section 3.06 Entry of Judgment and Dismissal of Action.

The Order granting approval of the settlement shall include a judgment providing for a dismissal, with prejudice, of the entire Litigation. The Court shall retain jurisdiction to enforce the terms of this Agreement.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as admission by Defendant of any violations of Plaintiff's rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

Section 4.03 Nullification.

- (a) If the Court should for any reason fail to approve the payment of PAGA penalties as described in this Agreement, then (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Limited Release.

It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge disputes and claims arising from or related to the Litigation. Upon entry of the Order approving this Agreement, including the PAGA penalties as described herein, and subject to Defendant's full payment of the Settlement Sum, Plaintiff, the Aggrieved Employees and the State of California shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. Plaintiff, the Aggrieved Employees and the State of California shall be deemed to have, and by operation of the Order granting approval of the payment of PAGA Penalties as described in this Agreement, fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the Release Period.

Section 5.02 Section 1542 Release.

Plaintiff understands and expressly agrees that this Agreement extends to claims that he has against Defendant, of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past, present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on or before the date of his signature on this Agreement. Plaintiff agrees that any and all rights granted under any state or federal law or regulation limiting the effect of this Agreement, including the provisions of section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads 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.

Thus, Plaintiff expressly acknowledges that this release includes, without limitation, any claims and causes of action which Plaintiff does not know of or suspect in his favor at the time of execution of this Agreement, and that this Agreement contemplates full and final extinguishment of all such claims and causes of action.

Section 5.03 General Release.

Notwithstanding the provisions of Section 1542 of the California Civil Code, in consideration of the payments described above, and subject to Defendant's full payment of the Settlement Sum, Plaintiff hereby irrevocably and unconditionally releases and forever discharges Defendant and the Released Parties of and from any and all charges, complaints, claims, demands, actions, causes of action, suits, damages, losses, and expenses, of any and every nature whatsoever, known and unknown, suspected or unsuspected, which Plaintiff at any time had or claimed to have or which he at any time may have or may claim to have, from the beginning of time through the date that Plaintiff signs this Agreement, including, without limitation, any and all claims that were raised in his October 29, 2021 letter to the LWDA ("LWDA Letter") or could have been raised in the LWDA Letter, any and all claims asserted in the operative Complaint, and any and all claims relating to Plaintiff's employment or termination of employment with Defendant. It is expressly understood by Plaintiff that among the various rights and claims being waived in this Agreement are those arising under the United States and California Constitutions, California common law, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act ("ERISA"), the National Labor Relations Act ("NLRA"), the Civil Rights Act of 1991, the Americans with Disabilities Act, state and federal family leave acts, the Family Medical Leave Act, the California Fair Employment and Housing Act, the California Family Rights Act, the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), the California Business and Professions, Civil, Government and Labor Codes, and any other federal, state and local statute, rule, ordinance, or regulation, as well as any claims and causes of action of whatever kind or character, in tort or contract, statutory or otherwise, for legal or equitable relief. All such claims (including related attorneys' fees and costs) are forever barred by this Agreement without regard to whether those claims are based on any alleged breach of a duty arising in contract, tort, statute or ordinance, any alleged unlawful act, including, without limitation, wrongful discharge, retaliation, discrimination and harassment, any other claim or cause of action, and regardless of the forum in which it might be brought. Nothing in this Agreement is intended to waive claims for workers' compensation benefits or claims which cannot be released as a matter of law in this private agreement. By signing this agreement, Plaintiff specifically acknowledges that he is waiving and releasing his right to assert the claims in the operative Complaint and LWDA Letter against the Released Parties.

As further consideration for Defendant's payment to Plaintiff of the Settlement Sum, and without limiting any of the foregoing, Plaintiff specifically agrees that he is not an "aggrieved employee" under the Labor Code Private Attorneys General Act (PAGA) and will take no further action regarding the LWDA letter.

Article VI.

Miscellaneous Provisions.

Section 6.01 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 6.02 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.03 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.04 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.05 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 6.06 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.07 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.08 Attorneys' Fees and Costs.

Except as expressly provided herein, Defendant and Plaintiff shall each bear their own attorneys' fees and costs.

Section 6.09 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 6.10 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.11 Continuing Jurisdiction.

The Parties agree that upon the occurrence of the dismissal of the Litigation pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing jurisdiction over this Action over all Parties and Aggrieved Employees to interpret and enforce the terms,

conditions and obligations of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: 05 / 11 / 2023, 2023

By Patrick C Richardson Jr.
Patrick Richardson

Dated: May 19, 2023

By Susie Koral
Susie Koral, Senior Vice President
Indian Head Industries, Inc., dba MGM Brakes

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY.**

Dated: 5/12, 2023

Gaines & Gaines, APLC

By [Signature]
Evan S. Gaines, Esq.

Dated: May 22, 2023

Littler Mendelson, P.C.

By [Signature]
Jennifer W. Maguire Esq.

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SONOMA**

PATRICK RICHARDSON, on behalf of
himself and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

INDIAN HEAD INDUSTRIES, INC., a
Delaware corporation, d/b/a MGM
BRAKES, and DOES 1 through 10,
inclusive,

Defendants.

Case No. SCV-269965

**NOTICE OF SETTLEMENT OF
PRIVATE ATTORNEYS GENERAL ACT
CLAIM (CAL. LABOR CODE § 2698 *ET
SEQ.*)**

You have been identified as an individual who worked for Defendant Indian Head Industries, Inc. ("Defendant") as a non-exempt employee in California between October 29, 2020 and 11/11/2021, ("Aggrieved Employee").

On January 6, 2022, Plaintiff Patrick Richardson ("Plaintiff") filed a lawsuit in the Sonoma County Superior Court, case number SCV-269965 to recover civil penalties. Plaintiff alleges in the lawsuit that Defendant failed to issue complete and accurate wage statements. For this alleged violation, Plaintiff seeks penalties pursuant to the California Labor Code's Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* ("PAGA").

Defendant denies Plaintiff's allegations and disputes all of Plaintiff's claims. The lawsuit was litigated and following an investigation, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on 1/11/2022 and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon entry of the Order approving this Agreement, including the PAGA penalties as described herein, and subject to Defendant's full payment of the Settlement Sum, Plaintiff, the Aggrieved Employees and the State of California shall be bound by this Agreement and

shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. Plaintiff, the Aggrieved Employees and the State of California shall be deemed to have, and by operation of the Order granting approval of the payment of PAGA Penalties as described in this Agreement, fully, finally, and forever released, relinquished, and discharged Defendant and all of Defendant's past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, partners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and all of their past, present and future officers, directors, managers, trustees, employees, agents, attorneys, contractors, representatives, insurers and any other person or entities acting on behalf of or in concert with any of the foregoing (the "Released Parties") from any and all claims for PAGA penalties based on underlying violations of the Labor Code as alleged in the Complaint, which includes but is not limited to claims for deficient or inaccurate wage statements, including claims under Labor Code sections 226 and 226.3 (the "Released Claims") that arose between October 29, 2020 and 11/15/2021 (the "Release Period").

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

If you have any questions regarding this award or this case, please contact the settlement administrator at: XXX-XXX-XXX.

Title	Richardson v Indian HeadPAGA Settlement Agreement Final
File name	Richardson v. Ind...reement FINAL.pdf
Document ID	b0722889e7199c5053a6e2a75b08f1a18b38212f
Audit trail date format	MM / DD / YYYY
Status	 Signed

Document History

 SENT	05 / 11 / 2023 22:55:31 UTC	Sent for signature to Patrick Richardson (chuckyrichardson75@gmail.com) from office@gaineslawfirm.com IP: 47.181.216.90
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_____ (For messenger) my business address is:

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