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Attorneys for Plaintiffs
Lexy Barajas and Jason Marmon

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LEXY BARAJAS and JASON MARMON, as
aggrieved employees and private attorney
general,

Plaintiffs,

vs.

H. W. HUNTER, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 22STCV01892

Honorable Robert B. Broadbelt
Department 53

**DECLARATION OF JONATHAN M.
GENISH IN SUPPORT OF PLAINTIFFS'
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND AWARD OF PAGA
COUNSEL FEES PAYMENT, PAGA
COUNSEL LITIGATION EXPENSES
PAYMENT, ENHANCEMENT PAYMENTS,
AND ADMINISTRATION EXPENSES
PAYMENT**

Reservation ID: 182084061481

Date: February 28, 2024
Time: 10:00 a.m.
Dept.: 53

Complaint Filed: January 18, 2022
FAC Filed: February 23, 2022
Trial Date: March 13, 2024

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I, Jonathan M. Genish, declare and state as follows:

1. I am a shareholder and the founder of Blackstone Law, APC (“PAGA Counsel”), attorneys of record for Plaintiffs Lexy Barajas and Jason Marmon (together, “Plaintiffs”). I am an attorney admitted to practice in all Courts of the State of California. I submit this declaration in support of Plaintiffs’ Motion for Approval of PAGA Settlement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Payments, and Administration Expenses Payment (“Motion”). I have personal knowledge of the facts contained herein, and, if called to testify I could and would competently do so.

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2. I received my law degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During law school, I clerked at the litigation firm Oved & Oved, LLP and was published several times in various small publications. Upon graduation, I was hired as an associate with Freedman & Taitelman, LLP where I remained employed through August 2015. During my tenure, I managed hundreds of complex litigation cases, ranging from employment, corporate, entertainment and general business litigation matters, though my primary area of expertise was employment litigation, both single plaintiff and representative actions.

3. In August 2015, I left Freedman & Taitelman to join The Kaufman Law Group as a shareholder. In that role, I ran the entire civil litigation department, again solely managing an array of complex multi-million-dollar and highly publicized litigation matters, with a primary focus on employment litigation, both single plaintiff and representative actions.

4. In February 2018, I started the law firm of Blackstone Law, APC, representing plaintiffs in individual and representative employment litigation. The firm has grown exponentially over the past four-plus years, now maintaining six highly pedigreed attorneys working on almost exclusively labor and employment class actions, California Labor Code Private Attorney General Act of 2004 (“PAGA”) cases, and individual matters, with roughly 15% of the firm focused on other complex general litigation matters.

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1 5. I have considerable experience in handling class and representative action lawsuits
2 throughout my career and have been approved as counsel in a number of cases, including, most
3 recently:

- 4 • *Anthony DiRico v. Seek Capital, LLC*, Los Angeles Superior Court, Case No. BC698076,
5 a wage and hour class action brought on behalf of a class of hourly-paid employees
6 working the State of California.
- 7 • *Consumer Protection Group, LLC v. A. D. Sutton & Sons, Inc.*, Los Angeles Superior
8 Court, Case No. 19STCV29979, a private attorney general action for penalties pursuant
9 to Health and Safety Code section 25249.7.
- 10 • *Consumer Protection Group, LLC v. Shaxon Industries, Inc., et al.*, Los Angeles
11 Superior Court, Case No. 19STCV30306, a private attorney general action for penalties
12 pursuant to Health and Safety Code section 25249.7.
- 13 • *Consumer Protection Group, LLC v. Home Depot U.S.A., Inc.*, Los Angeles Superior
14 Court, Case No. 19STCV30445, a private attorney general action for penalties pursuant
15 to Health and Safety Code section 25249.7.
- 16 • *Eric Savoy v. Collector's Universe, Inc., et al.*, Central District Court of California, Case
17 No.: 8:20-cv-00632-DOC-ADS (recently remanded to Orange County Superior Court,
18 Case No. 30-2020-01130892-CU-RI-CXC), a consumer fraud class action.

19 6. I was counsel of record on several class action and PAGA actions that have since been
20 resolved, the most recent of which are as follows:

- 21 • *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County
22 Superior Court, Case No. 21STCV20904, approved as Class Counsel in final settlement
23 of wage and hour class and PAGA action.
- 24 • *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa Superior Court, Case No.
25 MSC21-01812, approved as Class Counsel in final settlement of wage and hour class
26 and PAGA action.
- 27 • *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County
28 Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in

1 settlement of representative wage and hour action pursuant to PAGA.

- 2 • *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento Superior Court, Case No. 34-2020-
3 00290080, approved as Class Counsel in final settlement of class and PAGA wage and
4 hour action.
- 5 • *Daniel Analco v. Felix Chevrolet, LP, et al.* Los Angeles Superior Court, Case No.
6 21STCV36654, approved as Class Counsel in final settlement of class and PAGA wage
7 and hour action.
- 8 • *Sasha Aiono v. Benefit Cosmetics*, Los Angeles Superior Court, Case No.
9 21STCV33719, approved as counsel in settlement of representative wage and hour
10 action pursuant to PAGA.
- 11 • *Maria Castillo-Rodriguez v. HR Outsourcing Associates, LLC*, Los Angeles Superior
12 Court, Case No. 20STCV44138, a wage and hour PAGA action.
- 13 • *Ramiro Cruz v. LK Plumbing & Heating, Inc.*, Los Angeles Superior Court, Case No.
14 BC686825, a wage and hour PAGA action.

15 7. I am currently the managing partner overseeing roughly 100 labor and employment
16 cases, approximately 80% of which include a wage and hour component. The majority of those cases
17 are wage-and-hour putative class actions or representative PAGA actions seeking relief on behalf of
18 thousands of California employees.

19 **Procedural History of the Action**

20 8. Defendant H.W. Hunter, Inc. (“Defendant”) was a car dealership that provided
21 automobile services until it closed and sold its assets on July 15, 2022. The company offered retail
22 sale of new and used automobiles, finance, parts, and repair services. Defendant employed Plaintiff
23 Lexy Barajas (“Plaintiff Barajas”) as an hourly-paid, non-exempt Service Advisor from
24 approximately March 2019 to October 2021. Defendant employed Plaintiff Jason Marmon (“Plaintiff
25 Marmon”) as an hourly-paid, non-exempt Finance Manager from approximately April 2019 to
26 February 2022.

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1 9. On November 10, 2021, Plaintiff Barajas provided written notice by electronic
2 submission to the Labor and Workforce Development Agency (“LWDA”) and by Certified U.S. Mail
3 to Defendant, pursuant to California Labor Code § 2699.3, providing notice of the specific provisions
4 of the California Labor Code which Plaintiff Barajas alleged Defendant violated, including the facts
5 and theories to support the allegations (“PAGA Notice”). A true and correct copy of the PAGA
6 Notice is attached hereto as **Exhibit 1**.

7 10. On January 18, 2022, Plaintiff Barajas filed a Complaint for Enforcement Action
8 Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq in the action entitled
9 *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court Case No.
10 22STCV01892 (“Action”).

11 11. On February 8, 2022, Plaintiff Barajas propounded multiple sets of formal written
12 discovery requests onto Defendant (specifically, Form Interrogatories – General (Set One), Special
13 Interrogatories (Set One), and Requests for Production of Documents (Set One)), noticed the
14 deposition of Defendant’s Person Most Knowledgeable, and served a proposed *Belaire-West* notice.

15 12. On February 22, 2022, Plaintiffs provided an amended written notice by electronic
16 submission to the LWDA and by Certified U.S. Mail to Defendant, for the limited purpose of adding
17 Plaintiff Marmon as an additional representative plaintiff. A true and correct copy of the February
18 22, 2022 amended notice is attached hereto as **Exhibit 2**.

19 13. On February 23, 2022, Plaintiffs filed a First Amended Complaint for Enforcement
20 Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. (“Operative
21 Complaint”) in the Action, which added Plaintiff Marmon as a named plaintiff. The Operative
22 Complaint alleges one cause of action pursuant to PAGA, alleging civil penalties for Defendant’s
23 failure to pay minimum wage, failure to pay overtime wages, failure to provide compliant meal
24 periods and associated premiums, failure to provide compliant rest periods and associated premiums,
25 failure to timely pay wages during employment, failure to timely pay wages upon termination, failure
26 to keep requisite payroll records, failure to provide compliant wage statements, failure to reimburse
27 necessary business expenses, and failure to pay wages owed for accrued vacation time in violation of
28 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194,

1 1197, 1197.1, 1198, 2800, and 2802, and all applicable Industrial Welfare Commission Wage Orders.

2 14. On March 14, 2023, Defendant responded to Plaintiff Barajas' formal written
3 discovery requests (specifically, Plaintiff Barajas' Form Interrogatories – General (Set One), Special
4 Interrogatories (Set One), and Request for Production of Documents (Set One)). On April 29, 2022,
5 Defendant objected to Plaintiff Barajas' notice of deposition of Defendant's Person Most
6 Knowledgeable.

7 15. During the course of formal and informal discovery in the Action, PAGA Counsel
8 conducted an intense investigation into the facts of the Action. This included obtaining data,
9 information, and documents relating to the underlying alleged violations, including, but not limited
10 to, Plaintiffs' employee files, a sampling of Aggrieved Employees' time and payroll records,
11 Defendant's Employee Handbooks, and Aggrieved Employees' data points so that Plaintiffs could
12 assess the number of alleged potential violations and value of the recoverable penalties, as well as
13 evaluate the strengths and weaknesses of their claims.

14 16. Based on the data, information, and documents received, as well as thorough
15 discussions with Defendant's counsel, PAGA Counsel was able to (i) determine the total number of
16 distinct individuals falling within the definition of "Aggrieved Employees" for the relevant statutory
17 period, (ii) the number of affected pay periods at issue among them, and (iii) construct a damages
18 model that calculated the maximum realistic amount of PAGA penalties that could be levied against
19 Defendant within the relevant statutory period. Defendant, however, disputed Plaintiffs' claims and
20 disputed both the existence of and extent of liability as alleged by Plaintiffs, which allowed PAGA
21 Counsel to further assess the strength of Plaintiffs' claims. PAGA Counsel's experience in litigating
22 similar representative wage and hour claims, the degree of investigation that was conducted here, and
23 the amount of data, information, and documents that was obtained, was sufficient to determine the
24 potential value of the PAGA claim, and to evaluate the strength of this claim for purposes of
25 settlement.

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17. On July 10, 2023, Plaintiffs and Defendant (collectively, the “Parties”) attended a formal mediation conducted by Honorable Carl J. West (Ret.), a neutral and respected mediator with extensive experience in complex wage and hour matters, during which the Parties were able to reach an agreement to resolve the Action in its entirety. Attached hereto as **Exhibit 3** is a true and correct copy of the PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) entered into between the Parties.

18. The Parties believe the Settlement is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that the Settlement Agreement constitutes a compromise of Plaintiffs' PAGA claim, and that it is the desire and intention of the Parties to effect a final and complete resolution of the Released PAGA Claims.

19. Defendant denies all of the claims in the Action, and does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural, and factual grounds should the Settlement Agreement not become final. The Settlement Agreement reflects a compromise reached to end litigation in the Action. Following significant investigation and extensive settlement negotiations, Plaintiffs now seek approval of the proposed Settlement, which will resolve all representative claims alleged in the Operative Complaint.

Notice to the LWDA

20. In accordance with California Labor Code sections 2699 *et. seq.*, a copy of the proposed Settlement, as well as information regarding the approval hearing in this matter, were submitted to the LWDA via online submission concurrently with the filing of the Motion on October 9, 2023.

Summary of the Terms of the Settlement Agreement

21. For purposes of settlement only, the Parties have agreed that the “Aggrieved Employees” shall be defined as as all individuals who worked for Defendant in the State of California as hourly-paid and/or non-exempt employees at any time during the PAGA Period. The “PAGA Period” is the period from May 15, 2020 to July 15, 2022. Based on its records, Defendant represented that there are 251 Aggrieved Employees who worked 7,022 Pay Periods during the PAGA Period.

1 22. The Parties have agreed to settle the PAGA claim at issue in the Operative Complaint
2 for a non-reversionary Gross Settlement Amount of Four Hundred Thirty-Seven Thousand Five
3 Hundred Dollars and Zero Cents (\$437,500.00). The Gross Settlement Amount is a common fund
4 and therefore, includes all requested costs, fees, and other allocations. The Gross Settlement Amount
5 includes: (1) PAGA Counsel's fees in the amount of one-third (1/3) of the Gross Settlement Amount,
6 equaling One Hundred Forty-Five Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three
7 Cents (\$145,833.33); (2) PAGA Counsel's actual litigation costs and expenses of Fourteen Thousand
8 Five Hundred Six Dollars and Thirty-One Cents (\$14,506.31); (3) Administration Expenses Payment,
9 not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00); and (4) Enhancement Payments in
10 the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) each (total, \$10,000.00) to
11 Plaintiffs.

12 23. After the above-estimated amounts are deducted from the Gross Settlement Amount,
13 the PAGA Penalties will amount to approximately Two Hundred Sixty-Two Thousand One Hundred
14 Sixty Dollars and Thirty-Six Cents (\$262,160.36), of which seventy-five percent (75%), or One
15 Hundred Ninety-Six Thousand Six Hundred Twenty Dollars and Twenty-Seven Cents (\$196,620.27),
16 will be paid to the LWDA ("LWDA PAGA Payment"), and twenty-five percent (25%), or Sixty-Five
17 Thousand Five Hundred Forty Dollars and Nine Cents (\$65,540.09), will be distributed and paid to
18 Aggrieved Employees on a pro-rata basis based on their number of pay periods worked for Defendant
19 for at least one day during the PAGA Period ("Pay Periods").

20 24. Within fifteen (15) calendar days of the Effective Date, Defendant will deliver
21 Aggrieved Employee identifying information in Defendant's possession, including each Aggrieved
22 Employee's full name, last-known mailing address, Social Security number, and number of Pay
23 Periods (collectively, "Aggrieved Employee Data") to the Administrator in the form of a Microsoft
24 Excel spreadsheet.

25 25. Within fifteen (15) calendar days of the Effective Date, Defendant will fund the Gross
26 Settlement Amount by transmitting the funds to the Administrator.

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1 26. Within fourteen (14) calendar days after Defendant funds the Gross Settlement
2 Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA
3 Payment, the Administration Expenses Payment, the Enhancement Payments, the PAGA Counsel
4 Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA
5 Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment will not precede
6 disbursement of Individual PAGA Payments.

7 27. Prior to mailing the Individual PAGA Payment checks, the Administrator will update
8 the Aggrieved Employees' mailing addresses using the National Change of Address Database.
9 Additionally, for all Individual PAGA Payment checks that are returned as undeliverable without a
10 USPS forwarding address, the Administrator will conduct an investigation and search for current
11 Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means
12 including, but not limited to, the National Change of Address database, skip traces, and direct
13 contact by the Administrator with the Aggrieved Employees ("Aggrieved Employee Address
14 Search"). Within seven (7) calendar days of receiving a returned check, the Administrator will re-
15 mail the check to the USPS forwarding address provided or to an address ascertained through the
16 Aggrieved Employee Address search. The Administrator will promptly send a replacement check
17 to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved
18 Employee prior to the void date.

19 28. Individual PAGA Payment checks that are issued to Aggrieved Employees will be
20 valid and negotiable for up to one hundred and eighty (180) calendar days after the checks are
21 initially mailed to the Aggrieved Employees, and thereafter, will be canceled. Any funds associated
22 with such canceled checks will be distributed to the State of California's Unclaimed Property Fund
23 in the name of the Aggrieved Employee.

24 29. If the actual number of Pay Periods during the PAGA Period exceeds 7,022 by more
25 than ten (10%) (i.e., more than 7,724) then the Gross Settlement Amount will increase by the actual
26 percentage. For example, if the total number of Pay Periods during the PAGA Period is 11% more
27 than 7,022 (i.e., 7,794) then the Gross Settlement Amount will increase 1%.

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1 **The Settlement is Fair and Reasonable and Took Into Consideration the Strengths and**
2 **Weaknesses of Plaintiffs' Claims and the Defenses thereto, as well as the Risks and Benefits**
3 **of the Settlement**

4 30. Here, the Settlement is presumptively fair because: (1) it occurred after counsel for
5 the Parties engaged in significant investigation to evaluate the strength and potential value of the
6 PAGA claim, and the risks of litigating this claim through trial; and (2) it was negotiated at great
7 length and effort by counsel with significant experience in similar complex labor and employment
8 matters.

9 31. Crucial to Plaintiffs' analysis of the relative strengths and weaknesses of their PAGA
10 claim is the fact that Defendant closed and sold its assets on July 15, 2022. Therefore, Defendant's
11 violations were finite and not ongoing.

12 32. Notwithstanding this consideration, this case and settlement addresses important
13 employee protections embodied in the California Labor Code. Plaintiffs' core allegations are that
14 Defendant systematically violated the California Labor Code by, *inter alia*, failing to properly pay
15 wages for all hours worked, failure to pay overtime at the correct rate, failing to provide compliant
16 meal and rest periods, failure to pay premiums at the correct rate of pay, failing to timely pay wages
17 during employment and upon termination, failing to maintain accurate payroll records, failing to
18 provide accurate wage statements, failing to reimburse necessary business expenses, and failing to
19 pay wages owed for accrued vacation time.

20 33. Defendant's maximum theoretical exposure, without stacking penalties, totals
21 approximately \$702,200.00, computed by multiplying 7,022 Pay Periods by \$100 each.

22 34. Defendant maintained several defenses to Plaintiffs' theories of liability, which, if
23 successfully argued and proven, had the potential to eliminate or substantially reduce recovery.
24 Throughout this litigation, Defendant maintained, and continues to maintain, that it had, and
25 continues to have, compliant employment policies and practices throughout the time period at issue.
26 Defendant denies that it ever violated any provision of the California Labor Code, including, but not
27 limited to, those sections for which Plaintiffs seek penalties under PAGA. Defendant further denied,
28 and continues to deny, that the lawsuit is appropriate for representative treatment for any purpose

1 other than settlement. Defendant also challenged Plaintiffs' standing as aggrieved employees and
2 denied that any of Defendant's other employees whom Plaintiffs seek to represent are aggrieved.
3 Defendant also argued that an important feature of PAGA is that the Court retains discretion to
4 lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise
5 would result in an award that is "unjust, arbitrary and oppressive, or confiscatory."

6 35. Even if violations of the California Labor Code occurred, which Defendant denies,
7 Defendant contended that said violations would only be considered "initial violations" and thus
8 heightened "subsequent violation" penalties were not warranted.

9 36. Defendant also contended that, with respect to PAGA claims, the Court was unlikely
10 to assess cumulative penalties for the maximum number of possible, separate California Labor Code
11 violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory, especially where
12 certain conduct may be regulated by multiple provisions of the California Labor Code that are
13 interrelated and work in tandem. As such, Defendant contended that cumulative penalties and
14 heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

15 37. While Plaintiffs maintain that their PAGA claim has merit, in reaching the
16 Settlement, Plaintiffs and their counsel took into account the strengths and weaknesses of each side's
17 position and the uncertainty of how the case might have concluded as litigation continued, at trial,
18 and/or upon appeal. Notwithstanding the existence of these issues, the Settlement achieves a
19 sizeable benefit obtained.

20 **The Amount Offered in Settlement**

21 38. The PAGA Penalties are currently estimated to be \$262,160.36. After all deductions
22 from the Gross Settlement Amount are made for the PAGA Counsel Fees Payment, PAGA Counsel
23 Litigation Expenses Payment, Enhancement Payments, and Administration Expenses Payment,
24 \$196,620.27 (i.e. 75% of the PAGA Penalties) will go to the LWDA, and \$65,540.09 (i.e. 25% of
25 the PAGA Penalties) will go to the Aggrieved Employees, as required by California Labor Code §
26 2699(i) ("civil penalties recovered by aggrieved employees shall be distributed as follows: 75
27 percent to the Labor and Workforce Development Agency . . . and 25 percent to the aggrieved
28 employees."). There is no reason to doubt the fairness of the proposed plan of allocation of the

1 PAGA Penalties as it fully complies with California Labor Code section 2699(i).

2 39. The Settlement is a compromise of highly disputed claims. Plaintiffs and their
3 counsel recognize the expense and length of continued proceedings necessary to litigate the matter
4 through trial and any possible appeals. Plaintiffs and their counsel have also taken into account the
5 uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in
6 such litigation. Plaintiffs and their counsel are also aware of the burdens of proof necessary to
7 establish liability, both generally and in response to Defendant's defenses thereto, and the
8 difficulties in establishing Defendant's liability for, and the right to recover, penalties on behalf of
9 Plaintiffs, the State of California, and other Aggrieved Employees. Plaintiffs and their counsel have
10 also taken into account Defendant's agreement to enter into a settlement that confers significant
11 relief upon the Aggrieved Employees and the State of California. Considering all of the facts in this
12 case, Plaintiffs and their counsel have determined that the Settlement represents a fair, adequate,
13 and reasonable resolution of the PAGA claim, and that it is in the best interests of the Aggrieved
14 Employees and the State of California.

15 40. The result achieved in this case is well within the range of what is considered an
16 acceptable settlement under the circumstances, especially when compared to the settlement of
17 PAGA claims in other cases.

18 **The Settlement was Negotiated by Experienced Counsel**

19 41. PAGA Counsel is experienced in complex representative and class action wage-and-
20 hour litigation. In the view of PAGA Counsel, the benefits conferred by the Settlement are
21 eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved
22 Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial
23 monetary benefits provided for by the Settlement.

24 42. Here, the extent of formal and informal discovery conducted was sufficient to enable
25 PAGA Counsel to evaluate the strength and value of the PAGA claim for purposes of settlement.
26 The settlement negotiations were conducted by highly capable and experienced counsel. PAGA
27 Counsel are respected members of the bar with strong records of vigorous and effective advocacy,
28 and are experienced in handling complex wage and hour class action litigation. Accordingly, PAGA

1 Counsel had sufficient information and experience to act intelligently in negotiating the Settlement.

2 **The Requested PAGA Counsel Fees Payment is Fair and Reasonable**

3 43. PAGA Counsel's application for attorneys' fees in light of the facts and
4 circumstances surrounding the case is well-within the range of reasonableness. PAGA Counsel has
5 vigorously litigated this case since it was commenced, with the very real possibility of an
6 unsuccessful outcome and no fee recovery of any kind.

7 44. In the present case, PAGA Counsel has borne all of the risks and costs of litigation
8 and will not receive any compensation until recovery is obtained. PAGA Counsel is experienced
9 in complex wage-and-hour litigation and used that experience to obtain a favorable result for
10 Plaintiffs, the Aggrieved Employees, and the State of California. Considering the amount of fees
11 requested, work performed, risks incurred, and experience of PAGA Counsel in handling similar
12 matters, Plaintiffs maintain that the requested attorneys' fees of one-third (1/3) of the Gross
13 Settlement Amount (i.e., \$145,833.33) are reasonable and should be awarded.

14 45. The effectiveness of Blackstone Law, APC's prosecution of this matter has translated
15 into tangible monetary benefits for the Aggrieved Employees as follows: (1) Aggrieved Employees
16 will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional
17 years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with
18 other representative PAGA actions of this type, given the strengths and weaknesses of the case; and
19 (3) significant savings in PAGA Counsel's fees and/or costs that would have only increased
20 significantly had the case progress through trial and/or appeals. The attorneys who worked on this
21 case are all experienced in litigating wage and hour matters as follows:

22 a. Miriam L. Schimmel is a 26 year litigator who joined Blackstone in June 2022,
23 following ten years of working with two well-known plaintiff-side wage and hour law firms in Los
24 Angeles. Her billable rate is \$795, which is well within the prevailing rate for attorneys with her
25 experience in my area of practice in Southern California. She has been approved at that rate on a
26 number of cases since joining Blackstone as well as with her previous firm.

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b. S. Emi Minne is a former attorney at Blackstone who worked on the Action. She earned her undergraduate Bachelor of Arts degree from the University of California at Los Angeles in 2003, and then earned her law degree from the University of California at Los Angeles in 2007. She worked for several plaintiffs' wage and hour law firms before joining Blackstone. Her education and experience support her billable rate of \$495 as reasonable at the time she worked on this matter.

c. Joana Fang is a highly skilled seven-year lawyer who is part of the team at Blackstone that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate of University of California, Berkeley where she was a double major in Legal Studies and Media Studies. Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour litigation, as well as catastrophic injury complex litigation. Her hourly rate of \$595 is reasonable based on her education and experience and is in line with the market rate.

d. Alexandra Rose recently joined Blackstone from a highly reputable employment law firm. She graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to the State Bar of California in December of 2019. Her hourly rate of \$550 is reasonable based on her education and experience and is in line with the market rate.

46. PAGA Counsel has spent approximately 205.40 total hours litigating this matter. To date, our total fees incurred amount to \$147,284.50. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the clients and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings, discovery, and briefs; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and documents for obtaining settlement approval. A summary of PAGA Counsel's lodestar for each attorney who worked on this case is as follows:

<u>Attorney</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Jonathan M. Genish	Managing Partner	17.40	\$795	\$13,833
Miriam L. Schimmel	Senior Counsel	123.50	\$795	\$98,182.50

S. Emi Minne	Associate	24.20	\$495	\$11,979
Joana Fang	Associate	25	\$595	\$14,875
Alexandra Rose	Associate	15.30	\$550	\$8,415

47. We expect to spend an additional 10 hours (\$7,950) in connection with finalizing the Motion, preparing for the approval hearing, and managing the Settlement through its conclusion, including anticipated communications with defense counsel, the Administrator, and our clients. Based thereon, the total amount of Blackstone's fees through closure of this case are estimated to be approximately \$155,234.50.

The Requested PAGA Counsel Litigation Expenses Payment is Fair and Reasonable

48. The Settlement provides for reimbursement of litigation costs and expenses of up to \$20,000.00. PAGA Counsel only seeks reimbursement of a total of \$14,506.31 in litigation costs and expenses. A true and correct itemized list of my firm's litigation costs and expenses is attached hereto as **Exhibit 4**. This amount was reasonable and necessary in the prosecution of this matter, and is less than the maximum amount allocated under the Settlement.

The Administration Expenses Payment is Fair and Reasonable

49. As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to approval by the Court, ILYM Group, Inc. to handle the administration of the Settlement. The fees and expenses of the Administrator are estimated not to exceed \$5,000.00. These costs include, but are not limited to, expenses for preparing, printing, and mailing the Cover Letter and Individual PAGA Payment checks to the Aggrieved Employees, re-mailing the returned Individual PAGA Payment checks to any new addresses obtained, and handling inquiries from Aggrieved Employees regarding the Settlement, among other things. Accordingly, the Court should grant approval of the Administration Expenses Payment in the amount of up to \$5,000.00 to IYLM Group, Inc., a necessary third-party for handling the settlement process.

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EXHIBIT 1

November 10, 2021

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Lexy Barajas v. H. W. Hunter, Inc.*

Dear Representative:

This office represents Lexy Barajas (“Claimant”) with respect to her claims under the California Labor Code against H. W. Hunter, Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employer”). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Claimant from approximately March 2019 to October 29, 2021, as an hourly-paid, non-exempt employee. During her employment with Employer, Claimant was employed as a Service Advisor at Employer’s location at 1130 Auto Mall Drive, Lancaster, California 93534. Employer is an auto dealership.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employer in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3, and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employer violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2800, and the

Industrial Welfare Commission Wage Orders (“IWC Wage Order”) including, *inter alia*, IWC Wage Order No. 7. The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Order No. 7 require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Order No. 7 further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employer regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Employer failed to compensate Claimants and other Aggrieved for any of this off-the-clock work, in violation of California law. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employer failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employer has failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 7 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys’ fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide their employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employer failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Claimant and other Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Claimant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to telephone calls, text messages, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. On those occasions when Employer did pay meal period premiums, it failed to

include all non-discretionary payments for work performed by Claimant and the other Aggrieved Employees in the regular rate of compensation when issuing meal period premiums, including but not limited to, non-discretionary commissions, non-discretionary bonuses, and/or non-discretionary performance pay.

Accordingly, Employer violated IWC Wage Order No. 7 and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit their employees with an uninterrupted rest period of no less than ten (10) minutes must for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employer failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employer required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and

other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls, pages, text messages, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. On occasions when rest period premiums were paid, Employer failed to include all non-discretionary payments for work performed by Claimant and the other Aggrieved Employees in the regular rate of compensation when issuing rest period premiums, including but not limited to, non-discretionary commissions, non-discretionary bonuses, and/or non-discretionary performance pay.

Accordingly, Employer violated IWC Wage Order No. 7 and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employer has failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employer has failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 7 and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 7 requires employers to provide employees with the tools or

equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, use of personal cell phones for work-related purposes.

Accordingly, Employer violated IWC Order No. 7 and California Labor Code sections 2800 and 2802.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; and attorneys' fees and costs.

8. FAILURE TO PAY VACATION TIME

Pursuant to California Labor Code section 227.3, ". . . whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served." During the relevant time period, Employer failed to pay Claimant and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employer has violated California Labor Code section 227.3.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; and attorneys' fees and costs.

9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Claimant and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Claimant

and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Claimant and Aggrieved Employees for meal period premiums, rest period premiums, and accrued vacation time they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Employer is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employer for the violations discussed in this letter.

This letter is sent in compliance with the requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of herself, the State of California and all Aggrieved Employees should your office not address Employer's alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

A handwritten signature in blue ink, appearing to read "S. Emi Minne".

S. Emi Minne, Esq.

Cc: By U.S. Certified Mail, Return Receipt Requested

H.W. Hunter, Inc.
Attn: Timothy H. Fuller, Agent for Service of Process
1130 Auto Mall Drive
Lancaster, CA 93534

EXHIBIT 2

February 22, 2022

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Lexy Barajas v. H. W. Hunter, Inc.*
LWDA Case No. LWDA-CM-851917-21
Los Angeles County Superior Court Case No. 22STCV01892

Dear Representative:

This office represents Lexy Barajas and Jason Marmon (“Claimants”) with respect to their claims under the California Labor Code against H. W. Hunter, Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employer”). The purpose of this letter is to amend the written notice previously sent to the Labor and Workforce Development Agency (“LWDA”) and Employer on November 10, 2021, for the limited purpose of adding an additional representative plaintiff, Jason Marmon. This letter is being sent simultaneously to Employer by certified mail.

Employer employed Lexy Barajas from approximately March 2019 to October 29, 2021, as an hourly-paid, non-exempt employee in the job position of Service Advisor. Employer employed Jason Marmon from approximately March 18, 2018 to February 2022, as an hourly-paid, non-exempt employee in the job position of Finance Manager. Claimants both worked at Employer’s location at 1130 Auto Mall Drive, Lancaster, California 93534. Employer is an auto dealership.

Claimants intend to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimants are seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employer in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3, and shall serve as Claimants’ notice of

the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employer violated several of California's wage and hour laws during Claimants' employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2800, and the Industrial Welfare Commission Wage Orders ("IWC Wage Order") including, *inter alia*, IWC Wage Order No. 7. The claims made on behalf of Claimants and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Claimants and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Order No. 7 require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Order No. 7 further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employer regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimants and other Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Employer failed to compensate Claimants and other Aggrieved for any of this off-the-clock work, in violation of California law. Moreover, the uncompensated work described herein was often performed when Claimants and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employer failed to pay overtime to Claimants and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employer has failed to pay Claimants and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order

No. 7 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide their employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employer failed to provide Claimants and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimants and other Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimants and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Claimants and other Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Claimants and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to telephone calls, text messages, and in-person verbal interruptions; and (7) Employer's policy and

culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. On those occasions when Employer did pay meal period premiums, it failed to include all non-discretionary payments for work performed by Claimants and the other Aggrieved Employees in the regular rate of compensation when issuing meal period premiums, including but not limited to, non-discretionary commissions, non-discretionary bonuses, and/or non-discretionary performance pay.

Accordingly, Employer violated IWC Wage Order No. 7 and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit their employees with an uninterrupted rest period of no less than ten (10) minutes must for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employer failed to authorize and permit Claimants and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employer required Claimants and other Aggrieved Employees to work through rest periods. Claimants and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimants and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies

regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimants and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls, pages, text messages, and in-person verbal interruptions; and (7) Employer's policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. On occasions when rest period premiums were paid, Employer failed to include all non-discretionary payments for work performed by Claimants and the other Aggrieved Employees in the regular rate of compensation when issuing rest period premiums, including but not limited to, non-discretionary commissions, non-discretionary bonuses, and/or non-discretionary performance pay.

Accordingly, Employer violated IWC Wage Order No. 7 and California Labor Code sections 226.7, and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employer has failed to timely pay all wages earned because Claimants and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and

rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimants and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employer has failed to maintain accurate records relating to Claimants and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 7 and California Labor Code sections 1198.5 and 1174(d).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order

No. 7; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order No. 7 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimants and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, use of personal cell phones for work-related purposes.

Accordingly, Employer violated IWC Order No. 7 and California Labor Code sections 2800 and 2802.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 7; and attorneys' fees and costs.

8. FAILURE TO PAY VACATION TIME

Pursuant to California Labor Code section 227.3, ". . . whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served." During the relevant time period, Employer failed to pay Claimants and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employer has violated California Labor Code section 227.3.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; and attorneys' fees and costs.

9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Claimants and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Claimants and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Claimants and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Claimants and Aggrieved Employees for meal period premiums, rest period premiums, and accrued vacation time they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Employer is in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. This letter is sent in compliance with the requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the LWDA before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). More than 65 days passed since Ms. Barajas' original notice letter was sent to the LWDA and Employer on November 10, 2021, and, accordingly, on January 18, 2022, Ms. Barajas filed a representative civil complaint against Employer pursuant to Labor Code § 2699 for the alleged violations (L.A.S.C. Case No. 22STCV01892).

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

A handwritten signature in blue ink, appearing to read "S. Emi Minne".

S. Emi Minne, Esq.

Cc: By U.S. Certified Mail, Return Receipt Requested

H.W. Hunter, Inc.
Attn: Timothy H. Fuller, Agent for Service of Process
1130 Auto Mall Drive
Lancaster, CA 93534

Daniel Padova
Robert Lopez
FINE, BOGGS & PERKINS, LLP
111 West Ocean Boulevard, Suite 2400
Long Beach, CA 90802
(Attorneys for Defendant H. W. Hunter, Inc.)

EXHIBIT 3

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Lexy Barajas and Jason Marmon (together, “Plaintiffs”) and defendant H.W. Hunter, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1 “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendant captioned *Lexy Barajas, et al. v. H.W. Hunter, Inc.* initiated on January 18, 2022 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4 “Aggrieved Employees” means all individuals who worked for Defendant in the State of California as hourly-paid and/or non-exempt employees at any time during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including each Aggrieved Employee’s full name, last-known mailing address, Social Security number, and number of Pay Periods.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Approval Order” means the order entered by the Court approving the Settlement.
- 1.8 “Court” means the Superior Court of California, County of Los Angeles.
- 1.9 “Defense Counsel” means John P. Boggs and David J. Reese of Fine, Boggs & Perkins LLP.
- 1.10 “Effective Date” means the date the Court enters the Judgment.
- 1.11 “Enhancement Payment(s)” means the enhancement payments to Plaintiffs for their general release of claims.
- 1.12 “Gross Settlement Amount” means \$437,500.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees

Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Payments, and the Administration Expenses Payment.

- 1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14 “Judgment” means the judgment entered by the Court based upon the Order Approving the PAGA Settlement.
- 1.15 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16 “LWDA PAGA Payment” means the 75% portion of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17 “PAGA Counsel” means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and Alexandra Rose of Blackstone Law, APC, the attorneys representing the Plaintiffs in the Action.
- 1.18 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19 “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.20 “PAGA Period” means the period from May 15, 2020 to July 15, 2022.
- 1.21 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22 “PAGA Notice” means Plaintiff Lexy Barajas’ November 10, 2021 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23 “PAGA Penalties” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Payments, and the Administration Expenses Payment, of which 25% is allocated to the Aggrieved Employees (i.e., Individual PAGA Payments) and 75% is allocated to the LWDA (i.e., LWDA PAGA Payment) in settlement of PAGA claims.
- 1.24 “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including each and every cause of action asserted against Defendant in the Operative Complaint for: (1) violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay minimum wage; (2) violation of California Labor Code sections 510 and 1198 for failure to pay overtime wages; (3) violation of California Labor Code sections 226.7 and 512(a) for failure to provide legally required meal periods; (4) violation of California Labor Code section 226.7 for failure to provide legally required rest periods; (5) violation of California Labor Code section 204 for failure to

timely pay wages during employment; (6) violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge or resignation from employment; (7) violation of California Labor Code section 1174(d) for failure to maintain accurate payroll records; (8) violation of California Labor Code section 226(a) for failure to furnish accurate itemized wage statements; and (9) violation of California Labor Code sections 2800 and 2802 for failure to reimburse necessary business expenses.

1.25 “Released Parties” means Defendant, and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.26 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On January 18, 2022, Plaintiff Lexy Barajas commenced the Action by filing a Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. On February 23, 2022, Plaintiffs filed a First Amended Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq (“Operative Complaint”), which alleges one cause of action against Defendant under PAGA. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the cause of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On July 10, 2023, the Parties participated in an all-day mediation presided over by Honorable Carl J. West (Ret), which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiffs obtained, through formal and informal discovery, a sampling of time and payroll records of Aggrieved Employees, data points, and employee handbooks.

2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$437,500.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) which is currently estimated to be \$145,833.33 and a PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs counsel arising from any claim to any portion of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2. To Plaintiffs: Enhancement Payments of not more than \$5,000.00 each (total, \$10,000.00), which is in addition to their Individual PAGA Payments they are entitled to as Aggrieved Employees. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves Enhancement Payments less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties. The Administrator will pay the Enhancement Payments using IRS 1099 Forms. Plaintiffs assume full responsibility and liability for taxes owed on the Enhancement Payments.

3.2.2.1. To the Administrator: An Administration Expenses Payment not to exceed \$5,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or the Court approves payment less than \$5,000.00, the Administrator will retain the remainder in the PAGA Penalties.

3.2.3. To the LWDA and Aggrieved Employees: 75% of the PAGA Penalties will be allocated to the LWDA PAGA Payment and 25% of the PAGA Penalties will be allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees' 25% share of the PAGA Penalties by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's total number of Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.3.2. Individual PAGA Payments are considered 100% penalties and the Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Data. Within 15 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within 15 days of the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Enhancement Payments, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them, along with a cover letter ("Cover Letter") attached as **Exhibit A**, to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. RELEASES OF CLAIMS.

5.1 Plaintiffs' Release. Effective on the date when Defendant fully funds the Gross Settlement Amount, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: 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.

5.2 Release by Aggrieved Employees. Effective on the date when Defendant fully funds the Gross Settlement Amount, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

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

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of the Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version

of the Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of the Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on its records, Defendant represents that there are 251 Aggrieved Employees who worked 7,022 Pay Periods during the PAGA Period. If the actual number of Pay Periods during the PAGA Period exceeds 7,022 by more than 10% (i.e., more than 7,724) then the Gross Settlement Amount will increase by the actual percentage. For example, if the total number of Pay Periods during the PAGA Period is 11% more than 7,022 (i.e., 7,794) then the Gross Settlement Amount will increase 1%.

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9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate the Judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Gross Settlement Amount.

10. **ADDITIONAL PROVISIONS.**

10.1 **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of the Settlement only. If, for any reason the Court does not approve the Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution.

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10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in the Settlement.

10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of the Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

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10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211

To Defendant:

John P. Boggs
David J. Reese
FINE, BOGGS & PERKINS LLP
111 West Ocean Boulevard, Suite 2400
Long Beach, California 90802

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IT IS SO AGREED:

Dated: 09/06/2023



Plaintiff Lexy Barajas

Dated: _____

Plaintiff Jason Marmon

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IT IS SO AGREED:

Dated: _____

Plaintiff Lexy Barajas

Dated: 09/06/2023



Plaintiff Jason Marmon

Dated: _____

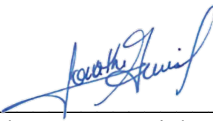
On behalf of Defendant H.W. Hunter, Inc.

By: _____

Title: _____

APPROVED AS TO FORM:

Dated: 9/6/23



Jonathan M. Genish
Attorneys for Plaintiffs Lexy Barajas
and Jason Marmon

Dated: _____

John P. Boggs
David J. Reese
Attorneys for Defendant H.W. Hunter, Inc.

Dated: 09/03/2023

Timothy H. Fuller
On behalf of Defendant H.W. Hunter, Inc.

By: Timothy H. Fuller

Title: President

APPROVED AS TO FORM:

Dated: _____

Dated: 9/5/2023

Jonathan M. Genish
Attorneys for Plaintiffs Lexy Barajas
and Jason Marmon

John P. Boggs
David J. Reese
Attorneys for Defendant H.W. Hunter, Inc.

EXHIBIT A

Lexy Barajas, et al. v. H.W. Hunter, Inc.
Los Angeles County Superior Court Case No. 22STCV01892

[Date]

[Employee Name]

[Employee Address]

[City, State Zip]

You are reviving this notice because of a lawsuit filed by Lexy Barajas and Jason Marmon (together, “Plaintiffs”) and H.W. Hunter, Inc. (“Defendant”). By way of the lawsuit, Plaintiff sought civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”), for alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant wage statements, failure to keep requisite payroll records, and failure to reimburse necessary business expenses.

Defendant denies the allegations in the lawsuit and denies that it owed any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiffs have agreed to settle the case.

The settlement resolves the claims asserted in the lawsuit on behalf of individuals who worked for Defendant in the State of California as hourly-paid and/or non-exempt employees at any time during the period May 15, 2020 to July 15, 2022 (“Aggrieved Employees”).

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. Enclosed with this letter is your settlement check. The settlement check will be valid for one hundred and eighty (180) calendar days from the date of issuance, and thereafter, the check will be canceled. Funds from canceled checks will be transmitted to the State Controller’s Office Unclaimed Property Fund in the name of the Aggrieved Employee whose check is voided.

On [Insert date Gross Settlement Amount is fully funded], all Aggrieved Employees released, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.

“Released Parties” means Defendant, and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

“Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including each and every cause of action asserted against Defendant in the Operative Complaint for: (1) violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay minimum wage; (2) violation of California Labor Code sections 510 and 1198 for failure to pay overtime wages; (3) violation of California Labor Code sections 226.7 and 512(a) for failure to provide legally required meal periods; (4) violation of California Labor Code section 226.7 for failure to provide legally required rest periods; (5) violation of California Labor Code section 204 for failure to timely pay wages during employment; (6) violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge or resignation

from employment; (7) violation of California Labor Code section 1174(d) for failure to maintain accurate payroll records; (8) violation of California Labor Code section 226(a) for failure to furnish accurate itemized wage statements; and (9) violation of California Labor Code sections 2800 and 2802 for failure to reimburse necessary business expenses.

Do not call or write the Court to ask questions about the settlement. Any questions regarding the settlement can be directed to the settlement administrator, [Administrator Name], at [Administrator Phone Number].

EXHIBIT 4

Date	Type of Expense	Description of Expense	Amount
11/5/2021	Mailing	Records Request (Lexy Barajas)	\$7.33
11/10/2021	Other	LWDA: PAGA Filing	\$75.00
11/10/2021	Mailing	Mailing of PAGA Letter	\$7.53
12/7/2021	Mailing	Follow-up Records Request	\$7.33
1/18/2022	Filing	First Legal: Filing of Complaint and docs	\$516.20
1/18/2022	Other	First Legal: Service of Complaint and docs	\$221.00
1/26/2022	Filing	First Legal: Filing of POS of Summons	\$37.70
1/27/2022	Mailing	Notice of CMC to Agent	\$0.53
2/8/2022	Mailing	Mailing of Discovery (Set One)	\$23.50
2/18/2022	Mailing	Records Request (Jason Marmon)	\$7.33
2/22/2022	Other	LWDA: Amended PAGA Filing to Agent	\$7.33
2/22/2022	Other	LWDA: Amended PAGA Filing to Fine, Boggs & Perkins LLP	\$7.33
2/23/2022	Filing	First Legal: Filing of FAC and POS	\$37.70
2/23/2022	Mailing	Mailing of FAC to Fine, Boggs, & Perkins LLP	\$7.37
3/18/2022	Mailing	Mailing of Meet and Confer letter	\$0.53
4/5/2022	Filing	First Legal: Filing of Joint Stipulation Re: Brief Schedule	\$490.10
4/22/2022	Filing	First Legal: Filing of CMC Statement	\$37.70
5/18/2022	Other	LASC Download of signed Joint Stipulation	\$4.00
6/9/2022	Filing	First Legal: Filing of Notice of Withdrawal of S. Emi Minne	\$37.70
8/30/2022	Mailing	Mailing of Payment to Marc J. Feder	\$4.57
10/11/2022	Filing	First Legal: Filing of CMC Statement	\$37.70
2/3/2023	Other	LASC Download of Minute Order dated 10/26/22 and Trial Prep Order	\$8.20
6/26/2023	Mediation	Payment to JAMS, Inc.	\$8,475.00
6/26/2023	Mailing	Mailing of Payment to JAMS, Inc.	\$7.00
8/10/2023	Other	Payment to Berger Consulting Group, LLC	\$4,440.00
8/10/2023	Mailing	Mailing of Payment to Berger Consulting Group, LLC	\$0.63
Total:			\$14,506.31