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Attorneys for Plaintiff ELIZER PINEDA, in a Representative Capacity only, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

ELIZER PINEDA, in a Representative capacity only, and on behalf of other members of the general public similarly situated,

Plaintiff,

v.

GOLDEN WEST TIRE CENTERS, LLC, a California Limited Liability Company; and DOES 1-10, inclusive,

Defendants.

CASE NO. CVRI2203246

DECLARATION OF ERIC K. YAECKEL IN SUPPORT OF PLAINTIFF'S MOTION FOR COURT APPROVAL OF THE PARTIES' PAGA SETTLEMENT

Date: July 14, 2025

Time: 8:30 a.m.

Dept.: 1

Judge: Hon. Harold W. Hopp

Complaint Filed: August 3, 2022

Trial Date: None Set

1 I, Eric K. Yaeckel, declare as follows:

- 2 1. I am an attorney licensed to practice law before this Court and am employed with the law firm of
3 Sullivan & Yaeckel Law Group, APC, attorneys of record for Plaintiff ELIZER PINEDA in a
4 Representative capacity only, and on behalf of other members of the general public similarly
5 situated, in this matter.
- 6 2. I make this declaration in support of Plaintiffs' Unopposed Motion Re: PAGA Settlement
7 Approval. I am personally familiar with the facts set forth in this declaration and, if called to
8 testify, could and would do so.

9
10 **Background, Investigation and Settlement**

- 11 3. A true and correct copy of the parties "PAGA Settlement Agreement" is attached as **Exhibit 1**.
12 This matter was brought as a "PAGA" only action.
- 13 4. Defendant is a California Limited Liability Company headquartered in Los Alamitos, California.
14 Defendant is a tire retailer. Plaintiff worked for Defendant as a non-exempt employee from
15 approximately September 30, 2021 through November 11, 2021 in Riverside, California.
- 16 5. Plaintiff's Counsel performed a thorough investigation into the claims at issue, which included: (1)
17 determining Plaintiff's suitability as private attorneys general through interviews, background
18 investigations, and analyses of their employment files and related records; (2) evaluating all of
19 Plaintiff's potential representative claims; (3) researching similar wage and hour actions as to the
20 claims brought, the nature of the positions, and the type of employer; (4) analyzing a sample of
21 employees' time and wage records; (5) reviewing Defendant's employment policies and practices;
22 (6) researching settlements in similar cases; (7) evaluating Plaintiff's claims and estimating
23 Defendant's liability for purposes of settlement; (8) drafting a mediation brief; and (9) participating
24 in the mediation.
- 25
26 6. On December 2, 2022, following the exchange of informal discovery, and investigation and
27 evaluation of their respective claims and defenses, the Parties participated in full-day mediation
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1 with Michael Young, Esq., an experienced mediator of wage and hour actions. At all times, the
2 Parties' negotiations were adversarial and non-collusive. Mr. Young helped to manage the Parties'
3 expectations and provided a useful, neutral analysis of the issues and risks to both sides. While the
4 case did not initially settle, follow up efforts by Mr. Young eventually led to an agreement to settle
5 the Action in November of 2024. The terms of the settlement are now set forth in complete and
6 final form in the PAGA Settlement Agreement. (See **Exhibit 1.**)

- 7 7. Plaintiff's Counsel also prepared detailed letters to notify the LWDA of Plaintiff's intent to seek
8 civil penalties recoverable under PAGA for Labor Code violations. Significant research and effort
9 were expended to prepare PAGA notices that was consistent with the developing legal
10 requirements so as to withstand any challenge from Defendant regarding the notice's sufficiency.
11 And in preparation for drafting the Complaints, Plaintiff's Counsel conducted their own preliminary
12 investigation into the factual bases for Plaintiff's claims, which entailed, *inter alia*, a careful
13 examination of Plaintiff's personnel files and associated records.
- 14 8. Following the filing of the actions, and in response to Plaintiff's formal and then informal discovery
15 requests, Plaintiff's Counsel received a considerable amount of documents and data, including
16 employee demographic data, a sample of time and pay records, and Defendant's policies and
17 procedures manuals which covered a broad range of topics including, *inter alia*, employee clock-in
18 policies and procedures, meal periods/rest periods, overtime & premium pay, etc. The document
19 and data exchanges allowed Plaintiff's Counsel to fully assess the nature and magnitude of the
20 claims being settled, as well as the impediments to recovery, and ultimately enabled Plaintiff's
21 Counsel to make an independent assessment of the reasonableness of the settlement's terms.
- 22 9. The Total Value of the proposed Settlement is **\$200,000**. The "Monetary Terms" are found in
23 Exhibit 1 (paragraph 3). Defendant has verified (and Plaintiff's analysis of the records confirmed)
24 there are approximately **505** employees who worked a total of **10,606 pay periods**. This number
25 will increase slightly as the PAGA Period continues through date of settlement. If the Court
26 approves the "contingent costs" as requested in the moving papers, the total amount of PAGA
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penalties will be **\$107,445.52**. 75% (**\$80,584.14**) shall be assigned/paid to the LWDA as penalties. The remaining 25% (**\$26,861.38**) will be disbursed among all employees based on pay periods worked during the PAGA period. If you divide the **\$26,861.38** in penalties between **505** employees, it results in an average payout of **\$53.19 per employee**. The actual payout per employee will vary based on the total pay periods worked by each employee during the PAGA period.

10. Based on the release, there are no restrictions for any of the employees to file individual actions, as the settlement agreement only covers PAGA claims. (**Exhibit 1: "Settled Claims" ¶ 5**).
11. The parties have agreed to engage ILYM Group, Inc. ("ILYM") as the Settlement Administrator. ILYM has agreed to carry out all Administration duties for an amount not to exceed **\$5,000**. ILYM has extensive experience acting as a Settlement Administrator and is prepared to carry out all Settlement Administration duties consistent with the parties Agreement and the Final Order of this Court. Please see the concurrently filed declaration of ILYM representative Lisa Mullins.

Nature of Allegations

12. Plaintiff alleges that Defendant failed to: (1) provide Aggrieved Employees with legally compliant meal and rest periods; (2) pay Aggrieved Employees minimum wages for all time spent under its control; (3) pay Aggrieved Employees overtime wages for all time spent under its control; (4) provide Aggrieved Employees with accurate, itemized wage statements/maintain payroll records; (5) reimburse Aggrieved Employees for their necessary business expenses; (6) pay Aggrieved Employees wages upon separation/termination; (7) provide adequate seating and resting facilities; and (8) abide by Labor Code sections 221 and 450 by requiring Plaintiff and other employees to purchase company products.
13. Plaintiff alleges Golden West Tire Centers, LLC ("GWTC") failed to provide legally compliant meal periods to non-exempt employees during the Settlement Period, through understaffing, not providing proper break coverage, and requiring certain employees to work through their meal periods, skip their meal periods, or cut short their meal periods. Defendant allegedly knew, or

1 should have known, that as a result of its policies, Plaintiff and other Aggrieved Employees were
2 required to perform some of their assigned duties during meal periods and that Defendant did not
3 pay meal period premium wages when meal periods were interrupted, taken late, or not taken.

4 14. Plaintiff also alleged that GWTC does not possess a legal rest period policy. The rest period claims
5 would have been harder to prove on a representative basis given that rest breaks were not recorded
6 on the time records. However, Defendants' policies and practices preclude a "duty free" rest period
7 due to the fact that employees were required to be "on-call" and to respond to the employer
8 immediately and remain on the premises at all times during rest periods.

9 15. Plaintiff alleges that Defendant failed to pay minimum wages to employees for all time spent under
10 Defendant's control. This allegation is based on the following alleged facts: Defendants' policies
11 of (1) altering (and deducting) the work-time reported by its employees prior to payment, (2) failing
12 to properly retain accurate time records, and (3) failing to provide compensation for all time
13 worked by the employees, or in control of the employer.

14 16. Plaintiff alleges that Defendant failed to pay Plaintiff and all other Aggrieved Employees all
15 compensation, including overtime compensation, due in violation of, among other statutes, Labor
16 Code section 510. These violations occurred due to Defendants' illegal policies, referenced above,
17 whereby employees experienced monetary under-compensation. Additionally, Defendants also
18 failed to calculate the correct regular rate of pay for purposes of paying overtime compensation, as
19 Defendants do not include the value of non-discretionary compensation and other employee
20 benefits when determining the overtime rate of pay owed to employees.

21 17. Plaintiff alleges that Defendants failed to provide Plaintiff and all other Aggrieved Employees with
22 accurate itemized wage statements in violation of, among other statutes, Labor Code section 226.
23 These violations include, but are not limited to, Defendants' failure to accurately identify all
24 applicable regular and overtime (including double-time) rates of pay in violation of section
25 226(a)(9), and providing inaccurate representations of both "gross" and "net wages." Defendants
26 also failed to accurately list "all applicable hourly rates in effect during the pay period and the
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1 corresponding number of hours worked at each hourly rate," in violation of 226(a)(9). Defendants
2 also failed to provide an accurate showing of the "total hours worked," in violation of Labor Code
3 section 226(a)(2). For example, Defendants had notice of employees working outside of their
4 scheduled and/or reported hours, as well as within Meal and Rest Periods, but did not provide
5 compensation.

6 18. California Labor Code section 2802 provides that an employer must reimburse employees for all
7 necessary expenditures and losses incurred by the employee in the performance of his or her job.
8 The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of
9 doing business and operating expenses on to their employees. Plaintiff alleges that Defendant failed
10 to reimburse their employees for all necessary business expenditures incurred in direct consequence
11 of the discharge of their duties. These expenditures are the result of, *inter alia*, Defendants'
12 standard policies which requires its employees to incur mileage and to use their own cell phones
13 for work-related purposes, without reimbursement.

14 19. Plaintiff alleges that Defendants failed to provide Plaintiff and other Aggrieved Employees with
15 all wages earned and unpaid at termination in violation of, among other statutes, Labor Code
16 sections 201 through 203. These violations resulted from, among other unlawful actions,
17 Defendants' willful failure to provide accurate and complete compensation to aggrieved employees
18 under Labor Code sections 226, 7, 510, 512, 1197, and 2802, as set forth above. Additionally,
19 Defendants failed to timely pay Plaintiff, and other Aggrieved Employees, all wages actually owed
20 at the time of termination, including but not limited to, all vacation pay owed.

21 20. Plaintiff alleges that Defendant failed to provide suitable seats to all working employees when the
22 nature of the work reasonably permitted the use of seats, in violation of Labor Code section 1198
23 and California Code of Regulations, title 8, section 11040(14)(A). Plaintiff and other nonexempt
24 employees were required to stand throughout their work periods. Additionally, when Plaintiff and
25 other employees were not engaged in the active duties of their employment and/or the nature of the
26 work required standing, an adequate number of suitable seats were not placed in reasonable
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1 proximity to the work area and/or employees were not permitted to use such seats when it did not
2 interfere with the performance of their duties, in violation of California Code of Regulations, title
3 8, section 11040(14)(B). During rare occasions when Plaintiff was able to take a rest period,
4 Defendants did not provide an area with adequate seating, instead Plaintiff and other nonexempt
5 employees had to sit on make-shift seats erected from dirty tires in the facilities storage room, in
6 violation of California Code of Regulations, title 8, section 11040(13)(B).

7 21. California Labor Code section 221 prohibits an “employer to collect or receive from an employee
8 any part of wages theretofore paid by said employer to said employee.” California Labor Code
9 section 450 specifically states, “No employer, or agent or officer thereof, or other person, may
10 compel or coerce any employee, or applicant for employment, to patronize his or her employer, or
11 any other person, in the purchase of any thing of value.” Plaintiff alleges that Defendant violated
12 Labor Code section 221 and 450 by requiring Plaintiff and other employees to purchase company
13 products, such as uniforms. Defendants would often take this remuneration directly from its
14 employees by and through their paychecks.

15 22. Given the above authorities, Plaintiff conservatively estimated Defendant’s exposure by assessing
16 \$100 penalties for all pay periods worked during the Settlement Period. Accordingly, the total
17 amount of penalties for which Defendant is potentially liable if Plaintiffs’ allegations were all
18 proven as to all alleged Labor Code violations is as follows:

- 19
- 20 - **Meal Period and Rest Period Violations:** Plaintiff alleges that all pay periods had either
21 meal period or rest period violations. Defendant’s exposure for PAGA penalties would
22 therefore be \$1,060,600= 10,606 Pay Periods x \$100 penalties.
 - 23 - **Minimum Wage Violations:** Plaintiff alleges that all pay periods had minimum wage
24 violations. Defendant’s exposure for PAGA penalties would therefore be \$1,060,600=
25 10,606 Pay Periods x \$100 penalties.
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- **Overtime Violations:** Plaintiff alleges that all pay periods had overtime violations. Defendant's exposure for PAGA penalties would therefore be \$1,060,600= 10,606 Pay Periods x \$100 penalties.
- **Wage Statement Violations:** Plaintiff alleges that Defendant issued Aggrieved Employees non-compliant wage statements during every pay period. Defendant's exposure for PAGA penalties would therefore be \$1,060,600= 10,606 Pay Periods x \$100 penalties.
- **Business Expense Reimbursement Violations:** Plaintiff alleged that Aggrieved Employees had unreimbursed business expenses for Defendants' standard policies which required its employees to incur mileage and to use their own cell phones for work-related purposes without reimbursement. Defendant's exposure for PAGA penalties would therefore be \$1,060,600= 10,606 Pay Periods x \$100 penalties.
- **Pay Wages Upon Separation/Termination Violations:** Plaintiff alleges that Defendant is liable for penalties in connection with its failure to pay all wages upon separation/termination. Defendant's exposure for PAGA penalties would therefore be approximately \$20,000= 200 Former Aggrieved Employees x \$100 penalties.
- **Provide Adequate Seating and Resting Facilities Violations:** Plaintiff alleges that Defendant is liable for penalties in connection with its failure to provide suitable seats to all working employees when the nature of the work reasonably permitted the use of seats. Defendant's exposure for PAGA penalties would therefore be \$1,060,600= 10,606 Pay Periods x \$100 penalties.
- **Requirement to Purchase Company Products Violations:** Plaintiff alleges that Defendant is liable for penalties in connection with its requirement for employees to purchase company products. Defendant's exposure for PAGA penalties would therefore be \$1,060,600= 10,606 Pay Periods x \$100 penalties.

In summary, the total amount of penalties for which Defendant is potentially liable if Plaintiff's allegations were all proven at trial is approximately \$7,444,200.

1 **Defendant's Potential Liability at Trial**

- 2 23. Prior to settlement, Plaintiff's counsel conducted a thorough expert analysis of the documents and
3 data produced by Defendant. This included an analysis of all relevant written policies and *all* time
4 and wage records and phone records, computer log records and emails for other putative aggrieved
5 employees). Plaintiff's Counsel were able to realistically assess the value of Plaintiff's claims, and
6 intelligently engage Defense Counsel in settlement discussions that culminated in the proposed
7 settlement now before the Court. Plaintiff calculated the estimated maximum scope of liability as
8 being approximately \$7,444,200. However, Plaintiffs estimated that their odds of prevailing at trial
9 on all of the alleged Labor Code violations at 15%. Discounting by the risks of continued litigation,
10 therefore, Plaintiffs would have recovered only approximately \$1,116,630 in penalties.
- 11 24. Plaintiff's counsel is aware of the Court's discretion to mitigate penalties pursuant to California
12 Labor Code section 2699(e)(2). To confirm, Plaintiff's counsel experienced the mitigation of
13 "PAGA" penalties in *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504. In *Carrington*,
14 Judge Bacal significantly mitigated PAGA penalties (\$5 per violation), due to the efforts made by
15 the employer to comply with the law. Moreover, most trial Courts, including the Trial Court in the
16 *Carrington* matter, have declined to "stack" PAGA penalties. "Stacking" refers to imposing
17 multiple penalties for one alleged "harm." *E.g.* one single late meal period could arguably violate
18 at least four Labor Code provisions that allow for a penalty pursuant to PAGA.
- 19 25. Plaintiff's counsel agrees that penalties *should* be mitigated where violations are minimal (or rare),
20 or where the employer makes significant efforts to comply with the Labor Code.
- 21 26. Based on all factors in this case and the experience of counsel it is the opinion of Plaintiff's
22 counsel that the settlement is fair, adequate, and reasonable.

23 **Experience of Pineda's Counsel**

- 24 27. The Lead Trial Counsel, Mr. William Sullivan, has been a California-licensed attorney for 30 years.
25 He has approximately 29 years of experience in "class action" litigation, both as plaintiff and
26 defense counsel. Mr. Sullivan has acted as Trial Counsel (for Plaintiff) in multiple "Wage and
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Hour” Class/Representative actions, including the (San Diego Superior Court) Trial which is the subject of the Published decision entitled *Carrington v. Starbucks* (2018) 30 Cal.App.5th 504. Mr. Sullivan (who is currently and temporarily unavailable, due to a medical issue), estimates that, throughout the course of his 30-year career, he has acted as Lead Plaintiffs’ counsel on “Wage and Hour” Class/Representative actions that have collected more than \$300 million for employees and/or the State of California, either through judgment following trial, or via negotiated settlement.

28. I am co-lead trial counsel. I have over 14 years of experience as a licensed California attorney who is primarily engaged in prosecuting class and representative actions. I have spent my entire practice engaged in prosecuting class and representative actions. I became a partner in our law firm in 2020.

29. Our office are the attorneys of record in a matter recently (and favorably) decided before the California Supreme Court titled *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021). The *Donohue* matter is a certified class and PAGA action.

30. Our office is lead counsel on at least 40 employment “wage and hour” claims with class action, or representative action, allegations. These cases are set within the California Superior Court and Federal District Courts in California. Our office is currently lead counsel on claims that have been certified by both Court Order and by stipulation of the parties. In the last three years, Sullivan & Yaeckel Law Group has settled at least 15 employment “wage and hour” claims on behalf of a Certified Class.

31. In the last seven years, Sullivan & Yaeckel Law Group has successfully tried three “Wage and Hour” Representative (PAGA) cases.

32. Our firm has the requisite experience knowledge of California law and the Federal Rules of Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in this matter to represent a fair, adequate and reasonable settlement that is well within the accepted range of recoveries for similar wage and hour class actions. I also believe the Agreement is in the best interests of the Settlement Class Members. I am also aware that Defendants’ counsel (both the firm,

1 and individual attorneys working on this case) have extensive experience defending similar wage
2 and hour class actions.

- 3 33. Based on the above experience, it is this firm's opinion that this settlement represents a fair and
4 adequate payment to the LWDA and aggrieved employees.

5 **The Lodestar Analysis**

- 6
7 34. Plaintiffs seeks attorneys fees in the amount of one-third of the total settlement amount, which is
8 \$66,666.67. For purposes of a lodestar cross-check the firms' attorneys' fees incurred (to date) are
9 estimated to amount to approximately \$62,247.50. If you include the fee calculations submitted by
10 our co-counsel, the Capstone Law APC (\$51,725.00), Plaintiff's collective lodestar amount is
11 **\$113,972.50**. The Attorney's fees on behalf of Pineda's counsel are broken down as follows:

- 12 a. I (Eric Yaeckel) served as lead investigator and trial counsel on behalf of Mr. Pineda. My
13 billing rate is \$700.00 per hour. Over the course of the investigation (including pre-filing),
14 I have expended approximately 59.0 hours in the service of this action. 59.0 hours times
15 \$700.00 equals \$41,300.00. The work includes preliminary investigation and the majority
16 of the client and Class interaction/meetings, supervision of the pre-settlement work,
17 including the damages analysis. My time was also spent attending hearings, drafting and
18 reviewing correspondence and motions, participating in settlement discussions, and almost
19 all of the day to day communication with opposing counsel and co-counsel. During this
20 time, I also investigated Defendant, its business practices, and any variations in employee
21 job duties and rates of pay.

- 22 b. Mr. Ryan Kuhn served as the primary Associate Attorney assigned to the case. The billing
23 rate for Mr. Kuhn is \$475.00 per hour. Mr. Kuhn expended approximately 44.1 hours in
24 the service of this action. 44.1 hours times \$475.00 equals \$20,947.50. The work
25 performed consisted of, for the most part, analysis of Defendants' documents and records,
26 in preparation for settlement, drafting LWDA notice correspondence, opposing the motion
27 to compel arbitration and drafting the pleadings. Mr. Kuhn was also assigned to informal
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discovery creation/review, assisting with all discovery responses, the preparation of "meet and confer" letters and some other contact with defense counsel.

c. As set forth in the Declaration of Raul Perez, Capstone also expended a total of **81.8** hours on this matter, for a total of **\$51,725**.

d. Given the actual attorneys' fees incurred no lodestar multiplier is necessary.

The Reasonableness of Plaintiffs' Hourly Rates

35. I printed a copy of the Updated Laffey Matrix from the following website: www.laffeymatrix.com. A true and correct copy is attached as **Exhibit 2**. While not binding, a trial court has discretion to use the Laffey Matrix when it comes to establishing attorneys' reasonable hourly rates in California State Courts. *See e.g. Syers Properties III, Inc. v. Rankin*, 236 Cal.App.4th 691, 702 (2014).

36. For an attorney with 11-19 years experience, the matrix states a reasonable fee is between \$948-\$747 per hour. I have over 14 years experience working on class action litigation and only bill at the rate of \$700 per hour.

37. For an attorney with 4-7 years experience, the matrix states a reasonable fee is between \$581 - \$465 per hour. The associate Mr. Kuhn, who was working on this matter has over five years experience and billed at the rate of \$475 per hour.

38. Accordingly, we submit our rates are comparable to, or less than, those charged by other class action plaintiffs' counsel and the firms defending class actions.

39. Our hourly rates have routinely been approved by numerous federal and state Courts.

40. In a recent successful PAGA trial, tried before in the San Diego Superior Court, our office was awarded our full requested attorneys fees and was approved at the requested hourly rates (which are similar to the fees/rates billed here). Please See *Carrington v. Starbucks Corp.* San Diego Superior Court, Case No. 37-2014-00018637-CU-OE-CTL and published appellate opinion 30 Cal.App.5th 504.

1 **Costs of Litigation**

2 41. The total costs expended by our office in this matter will be **\$10,887.81**. The attached Cost
3 Worksheet on behalf of Pineda was contemporaneously maintained and updated by my office. (See
4 **Exhibit 3**). This is a true and accurate summary of the costs incurred by Plaintiffs' counsel. For
5 ease of review, Plaintiff's Counsel provides the itemized costs below:

- 6 a. Filing and appearance fees (including the Complaint, numerous motions, and all other
7 pleadings, all e-file charges, court calls, court reporting services, LWDA filing fees and
8 attorney messenger (service and delivery fees)) totaled: \$825.97.
9
10 b. Mediation fees totaled: \$8,725.00.
11
12 c. My office has expended approximately \$897.00 in legal research fees in connection with
13 this case.
14
15 d. I approximate my office has expended \$284.39 in copies and postage fees in this matter.
16
17 e. My office has expended approximately \$155.45 in travel fees including meals while
18 traveling, mileage, and parking fees in connection with this case.

19 42. Capstone Law APC ("Capstone") has incurred no additional costs.

20 43. In total, Plaintiff's Counsel expended **\$10,887.81** in litigation costs.

21 44. The parties' Agreement permits Plaintiff (without Opposition) to seek up to \$10,937.31 in costs.
22 Plaintiff submits his request for the specific **\$10,887.81** amount based on the above.

23 **Individual Claims**

24 45. There is no individual settlement agreement separate from the parties PAGA Settlement
25 Agreement that is being presented to this Court and attached as **Exhibit 1**.

26 **Fee Splitting Agreement**

27 46. Our office ("Sullivan & Yaeckel Law Group, APC") agreed to split the attorneys' fees 70/30 with
28 Capstone Law APC, with 70% going to our office and 30% going to Capstone.

1 47. Attached hereto as **Exhibit 4** is a true and correct copy of the Fee Splitting Agreement that was
2 provided to and signed by the client.

3 **Settlement Administrator**

4 48. Multiple bids were sought in connection with this matter. Specifically, Plaintiff sought bids from
5 CAC Services Group, LLC and ILYM Group, Inc. Attached hereto as **Exhibit 5** are true and
6 correct copies of the bids obtained by Plaintiff's Counsel.

7
8 49. Given that ILYM Group, Inc. was the "lowest bid," and based on our firm's positive experiences
9 working with them in the past, the Parties agreed to employ ILYM for its services for this matter.

10 **Additional Factors Relevant to PAGA Approval**

11 50. Plaintiff has uploaded this entire motion to the LWDA, concurrent with the filing. (See the
12 concurrently submitted Proof of Service on the LWDA.) To date, Plaintiff has not received a
13 response from the LWDA regarding the proposed settlement. If the LWDA contacts Plaintiff's
14 counsel at any time prior to the hearing, Plaintiff's counsel will provide an updated declaration to
15 the Court.

16
17 51. The parties proposed notice to accompany the settlement checks is attached as an Exhibit to the
18 Settlement Agreement (**Exhibit 6**).

19 **Plaintiff's Requested Enhancement Award**

20 52. The named Plaintiff ELIZER PINEDA contributed extensive time and resources in the prosecution
21 of this case. Plaintiff was able to provide information instrumental to the prosecution of this matter
22 including identifying numerous witnesses that could corroborate the claims. Plaintiff also assisted
23 with reviewing and providing insight on Defendant's documents produced. Plaintiff brought to our
24 attention numerous Labor Code violations that formed the basis of the litigation and assisted
25 counsel with finalizing the settlement.

1 53. I know (from experience) that any company who does a detailed background check, will be able
2 to determine that Plaintiffs are serving as PAGA and/or class representatives in a lawsuit against
3 their former employer.

4 54. An entire industry exists that allows employers to run extensive background searches on potential
5 employees. Companies who provide these services specifically highlight the fact that their services
6 allows employers to weed out litigious employment candidates. One such service outlines ways
7 that employers can "get a sense of whether a prospective employee is likely to sue" the employer,
8 through background checks and other means, to screen out these employees.
9 www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees. Onicra Credit
10 Rating Agency of India states: "Background screening has become a necessity in today's litigious
11 society." Back Track Screening also represents: "In today's litigious culture, employers simply
12 cannot afford to hire employees who will put their company at risk."
13 <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

14 55. Finally, any employer may simply check the various Superior Court of California websites and
15 conduct a party name search to uncover whether an applicant has previously filed litigation against
16 their employer.

17 56. Plaintiff also risked personally owing a large cost award, which I estimate would be well into the
18 tens of thousands of dollars, had the claims been unsuccessful.

19 57. Despite all the risks, Plaintiff at all times remained committed to securing a monetary recovery on
20 behalf of the entire group of aggrieved employees.

21 58. Plaintiff's requested enhancement/service award is for \$10,000.

22 I declare under penalty of perjury, under the laws of the State of California , that the foregoing is
23 true and correct. Executed on this 28th day of May 2025, at San Diego, California.

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27 Eric K. Yaeckel
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Exhibit 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Elizer Pineda- (“Plaintiff”) and Defendant Golden West Tire Centers, LLC (“GWTC”). The Agreement refers to Plaintiff and GWTC collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against GWTC captioned *Elizer Pineda v. Golden West Tire Centers, LLC, et al.* initiated on August 3, 2022, and pending in Superior Court of the State of California, County of Riverside.
- 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 this Settlement.
- 1.4 “Aggrieved Employee” means any person employed by GWTC in California and classified as a non-exempt employee who worked for GWTC during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in GWTC’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA 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 “Court” means the Superior Court of California, County of Riverside.
- 1.8 “Defense Counsel” means Gordon Rees Scully Mansukhani, LLP.
- 1.9 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final on the day the Court enters Judgment.

- 1.10 “Gross Settlement Amount” means \$200,000.00 which is the total amount GWTC 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 and the Administrator’s Expenses Payment.
- 1.11 “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.
- 1.12 “Judgment” means the judgment entered by the Court based upon approval of the settlement.
- 1.13 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.14 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.15 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16 “PAGA Counsel” means Sullivan & Yaeckel Law Group, APC and Capstone Law APC, the attorneys representing the Plaintiff in the Action.
- 1.17 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of actual reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for GWTC for at least one day during the PAGA Period.
- 1.19 “PAGA Period” means the period from May 27, 2021, through the date of Approval of this Settlement, subject to the provisions of the “escalator clause” set forth in section 8 below.
- 1.20 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

- 1.21 “PAGA Notice” means Plaintiff’s March 30, 2022, initial letter to GWTC and the LWDA and Plaintiff’s May 27, 2022, supplemental letter to GWTC and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$26,849) and the 75% to LWDA (\$80,547.02) in settlement of PAGA claims.
- 1.23 “Plaintiff” means Elizer Pineda the named Plaintiff in the Action.
- 1.24 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26 “Released Parties” means GWTC and each of its former and present directors, officers, employees, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.27 “Service Award” means the amount to be paid to Plaintiff as payment for her service on behalf of the LWDA and Aggrieved Employees, and for a general release of all claims arising out of her employment with Defendant.
- 1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29 “GWTC” means named Defendant Golden West Tire Centers, LLC.

2. RECITALS.

- 2.1 On August 30, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against GWTC pursuant to Labor Code 2698, et seq. (“Operative Complaint”).
- 2.2 GWTC 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 causes of action alleged.
- 2.3 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to GWTC and the LWDA by sending the PAGA Notice.

- 2.4 On December 2, 2022, the Parties participated in an all-day mediation presided over by Michael Young, Esq. The case did not settle, but follow up efforts by Mr. Young eventually led to this Agreement to settle the Action in November of 2024.
- 2.5 Prior to Mediation and negotiating the Settlement, Plaintiff obtained, through informal and formal discovery, Plaintiff's entire personnel file, copies of all relevant policy and procedure documents, a sampling of time and wage records for the Aggrieved Employees, and the parameters of the size and pay rates of the Aggrieved Employee group.
- 2.6 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, GWTC promises to pay \$200,000.00 and no more as the Gross Settlement Amount. GWTC has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to GWTC.
- 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 Final Approval.
- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 & 1/3%, which is currently estimated to be \$66,666.67, and PAGA Counsel Litigation Expenses Payment of not more than \$10,937.31. GWTC will not oppose requests for Court approval of these payments provided that they do not exceed these amounts.
- 3.2.2 Fees Payment and PAGA Litigation Expenses Payment: If the Court approves PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel 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 GWTC harmless, and indemnifies GWTC, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3 To the Administrator: An Administrator 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 Administration Expenses are less or the Court approves payment less than \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$107,396.02 subject to Court approval, to be paid from the Gross Settlement Amount, with 75% (\$80,547.02) allocated to the LWDA PAGA Payment and 25% (\$26,849) allocated to the Individual PAGA Payments.

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

If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

- 3.2.5 To the Named Plaintiff: For a general release of all claims Plaintiff may have against Defendant arising out of her employment, and for her service on behalf of the LWDA and Aggrieved Employees, Defendant agrees not to oppose or impede any application or motion by Plaintiff for a service award of up to Ten Thousand Dollars (\$10,000) ("Service Award").

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods. GWTC estimates there are approximately 505 Aggrieved Employees who worked a total 10,606 PAGA Pay Periods.
- 4.2 Aggrieved Employee Data. Within 30 days after Court approval of the Settlement, GWTC will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. GWTC 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 GWTC 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.

- 4.3 Funding of Gross Settlement Amount. GWTC shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after GWTC funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the 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 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 remailed 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 checks that are not cashed upon the expiration of that 180-day time period will be void, and the uncashed funds shall be redistributed to Aggrieved Employees who did deposit their checks on a pro-rata basis. Those Aggrieved Employees will then have 90 days to deposit their checks. After the expiration of the 90-day period, any remaining unclaimed funds will be tendered to the Children's Law Center of California as cy pres.

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

5. RELEASES OF CLAIMS. Effective on the date when GWTC fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiff and his, her or 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: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint or the PAGA Notice ("Plaintiff's Release"). Plaintiff's 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, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes 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 Plaintiff on behalf of the LWDA and the State of California:

Plaintiff on behalf of the LWDA and the State of California will release the Released Parties from 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/or the PAGA Notice.

- 5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. **MOTION FOR APPROVAL OF SETTLEMENT.** The Parties agree that Plaintiff will prepare and file a motion for approval of this Settlement. Defendant will not oppose Plaintiff's motion for approval of this Settlement so long as the motion is consistent with the terms of this settlement agreement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (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 Plaintiff, 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 (Lab. Code, §2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2)); (iv) a redlined version of the parties' 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, Plaintiff 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 is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement 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 to the Administrator.
- 6.3 Duty to Cooperate. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

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 Administration Expenses. 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, GWTC estimates there are approximately 505 Aggrieved Employees who worked 10,606 Pay Periods during the PAGA Period. So long as the actual pay periods at time of court approval do not exceed 10,606 plus 10% (11,666), then Defendant shall not pay any further money above the Gross Settlement Amount. However, if the actual pay periods at time of court approval exceed 10,606 plus 10% (11,666), Defendant will need to decide either to pay a pro rata amount for each additional pay period in excess of 10,606 plus 10% (11,666) at \$16.90 for each additional pay period or have the release period end on the date when up to the 10% is reached (no greater than 11,666).

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, 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, 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 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 Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

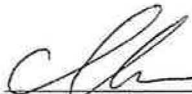
- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by GWTC that any of the allegations in the Operative Complaint and/or PAGA Notice have merit or that GWTC has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that GWTC's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, GWTC reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest GWTC's defenses. The Settlement, this Agreement and 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 exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and GWTC, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, GWTC nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during 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 Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by GWTC in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from GWTC unless, prior to the Administrator's payment of all Settlement Funds, GWTC makes a written request to PAGA Counsel for the return, rather than the destruction, of 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.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:
- To Plaintiff: Eric K. Yaeckel
 SULLIVAN & YAECKEL LAW GROUP, APC
 2330 Third Avenue, San Diego, CA 92101
 (619) 702-6760
- To Defendant: Linh T. Hua
 Ashley N. Batiste
 Gordon Rees Scully Mansukhani, LLP
 633 West Fifth Street, 52nd Floor
 Los Angeles, CA 90071
 (213) 576-5000
- 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Elizer Pineda
For Plaintiff

(date)

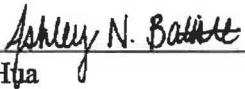


Christine Johnson (print name)
For GWTC
5/27/25

(date)

Eric Yaeckel
Counsel For Plaintiff

(date)



Linh Hpa
Ashley Batiste
Counsel For GWTC
May 27, 2025

(date)

DocuSigned by:

37FDE90AC0AE4B6

Elizer Pineda

For Plaintiff 5/22/2025

(date)



Eric Yaeckel

Counsel For Plaintiff

5/22/25

(date)

(print name)

For GWTC

(date)

Linh Hua

Ashley Batiste

Counsel For GWTC

(date)

Exhibit 2

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

Exhibit 3

LWDA	\$75.00	
Postage	\$15.56	
FedEx	\$23.28	
Knox	\$137.36	
One Legal	\$613.61	
Judicate West - Mediation	\$8,375.00	
American Arbitration	\$350.00	
Transportation	\$155.45	
Research	\$897.00	
Copies	\$245.55	
Subtotal	\$10,887.81	5/8/2025

2nd Sub total	\$10,887.81	5/8/2025
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Exhibit 4

JOINT PROSECUTION AND ATTORNEY FEE SPLIT AGREEMENT

This Joint Prosecution and Attorney Fee Split Agreement (“Agreement”) is entered into effective March 22, 2022 (the “Effective Date”), and sets forth the terms of the co-counsel relationship by and between Capstone Law APC (“Capstone”) and Sullivan & Yaeckel Law Group, APC (“Sullivan & Yaeckel”) (collectively “Attorneys”), in connection with the litigation of the representative action lawsuit alleging wage and hour violations against Golden West Tire Centers LLC and related entities entitled, *Elizer Pineda v. Golden West Tire Centers LLC, et al.* (“the Action”).

1. Relationship of Co-Counsel

Capstone and Sullivan & Yaeckel will be co-counsel with Sullivan & Yaeckel being responsible for the preparation and filing of the complaint, discovery, and litigation of the Action. Capstone shall be responsible for preparing and filing any settlement approval papers in the Action. All decisions concerning the division of work, strategy, tactics, and major substantive decisions with respect to the day-to-day litigation of the matter will be made by Sullivan & Yaeckel. Attorneys agree to keep each other apprised of all developments in the Action, including communication with the clients, the court, opposing counsel, and mediators. Attorneys agree that Sullivan & Yaeckel shall include Capstone in any settlement negotiations with defendant and that Capstone may participate in any mediation or settlement conferences in the Action. Attorneys agree that should a mediator’s proposal be made in the Action, Attorneys will consult in good faith and jointly agree on how to respond to the proposal. Attorneys agree to confer in good faith to divide work and assign responsibilities, as well as to resolve any disputes which may arise.

2. Attorneys’ Fees and Costs

Attorneys shall divide any fee award resulting from the litigation and settlement of the Action, including any multiplier (i.e. premium above the lodestar), as follows: 70% to Sullivan & Yaeckel and 30% to Capstone regardless of lodestar. Any subsequent fee-sharing agreements or fee awards to other lawyers or law firms shall proportionally dilute Attorneys’ fee interest (i.e., on a pro rata basis).

Attorneys will each advance their own ordinary “in house” case-related expenses and costs with respect to the Action such as copying, telephone charges, postage, travel, on-line research (e.g., Lexis and Westlaw), and court e-service systems or third-party electronic services (e.g., Pacer, CaseAnywhere.com). Attorneys shall share mutually agreed-upon “out of pocket” litigation costs, such as experts, document production, and deposition costs, and the like as they are incurred from the date of this Agreement and in proportion to the agreed-upon fee split percentages set forth above (70% Sullivan & Yaeckel / 30% Capstone). If costs are not awarded or settled as a separate item, but rather as part of an undifferentiated sum for fees and costs, all costs and expenses paid by Attorneys in connection with the Action will first be deducted from any total amount whether designated as a fee award or not.

Following either a settlement or a judgment, Attorneys will jointly bring a timely application for an award of attorneys’ fees and costs in the court, arbitral forum, or other tribunal where the Action is pending, and will not oppose, disparage or otherwise undermine each other’s portion of the application. Attorneys agree to direct Defendant or the Claims Administrator to pay the award of fees and costs in a manner that is consistent with this Agreement.

Attorneys will maintain contemporaneous time records and cost summaries for all legal work performed and costs reasonably incurred in the Action. Attorneys will inform each other of their respective lodestar totals upon reasonable request during the pendency of the litigation, including total hours billed, hourly rate and fees billed for each timekeeper, as well as cost

summaries.

3. No Partnership, Joint Venture Or Agency Relationship

Nothing contained herein shall constitute or be construed to imply that a partnership, joint venture, employment, or principal/agent relationship exists between Attorneys as a result of this Agreement.

4. Professional Negligence

Attorneys assume no liability for each other's professional negligence. Attorneys maintain their own insurance policy to cover errors or omissions.

5. Choice of Law, Statute of Limitations and Dispute Resolution

This Agreement shall be interpreted under the laws of the State of California. Attorneys agree that any action in relation to an alleged breach of this Agreement shall be commenced in Los Angeles, California, within one year of the date of the breach, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute. All disputes, controversies, or claims arising out of or relating to this Agreement shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect, except that the Parties may seek the imposition of liens, temporary restraining orders, or other injunctive relief through court order.

6. Client Consent

Attorneys shall obtain their respective client's written consent to the joint prosecution and fee sharing arrangement set forth in this Agreement.

7. Full Agreement

This is an integrated contract and reflects the full agreement of the parties, and it may only be modified in writing. No prior or contemporaneous written or oral representations may be admitted as to the meaning and/or mutual intent of the terms set forth herein.

8. Execution in Counterparts

This Agreement may, and is expected to, be executed in counterparts, and a fully executed photocopy, facsimile, or .pdf hereof shall be as binding and valid as a fully executed original.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the effective date.

CAPSTONE LAW APC

Date: _____

Jamie R. Greene

SULLIVAN & YAECKEL LAW GROUP, APC

Eric Yaeckel

Date: March 25, 2022

Eric Yaeckel

summaries.

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Nothing contained herein shall constitute or be construed to imply that a partnership, joint venture, employment, or principal/agent relationship exists between Attorneys as a result of this Agreement.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the effective date.

CAPSTONE LAW APC



Jamie R. Greene

SULLIVAN & YAECKEL LAW GROUP, APC

Eric Yaeckel

Date: _____

Date: _____

**CLIENT ACKNOWLEDGEMENT OF JOINT PROSECUTION AND ATTORNEY FEE
SPLIT AGREEMENT**

Client Consent Pursuant to California Rules of Professional Conduct Rule 1.5.1

I, Elizer Pineda, state as follows:

1. I have been advised in writing that my attorneys, Capstone Law APC (“Capstone”), have entered into a proposed “Joint Prosecution and Attorney Fee Split Agreement” (“the Agreement”) with Sullivan & Yaeckel Law Group, APC (“Sullivan & Yaeckel”) in connection with the litigation of the representative action lawsuit alleging wage and hour violations against Golden West Tire Centers LLC and related entities entitled, *Elizer Pineda v. Golden West Tire Centers LLC, et al.* (“the Action”).
2. I have been advised in writing and understand that in the event of a settlement of the Action or judgment, any court-approved award of fees and costs will be paid to Capstone and Sullivan & Yaeckel as set forth in the Agreement.
3. I hereby acknowledge that I have been provided with a copy of the Agreement.
4. I have further been advised in writing and understand that the total fee charged will not be increased solely by reason of the division of fees.

I hereby consent to this proposed fee division.

Dated: 3/24/2022

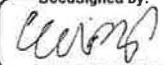
DocuSigned by:

37FDE09AC6AE4B5
ELIZER PINEDA

Exhibit 5

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Pineda v. Golden West Tire Centers, LLC

Tuesday, March 25, 2025

Requesting Attorney:

Cody Archer

Sullivan & Yaeckel Law Group, APC

cody@sullivanlawgroupapc.com

619.702.6760

ILYM Group Contact:

Lisa Mullins & Nicole Bench

ILYM Group, Inc.

Lisa@ilymgroup.com

714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	505
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$1,513.42
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$3,266.58
Case Conclusion:	\$220.00
Estimated ILYM Fees & Expenses:	\$5,000.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Pineda v. Golden West Tire Centers, LLC

Tuesday, March 25, 2025

Requesting Attorney's Name: Cody Archer

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
Certified Spanish Translation	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$175.00	1	\$175.00
Toll-Free Customer Service Representative	Flat Rate	\$198.42	1	\$198.42

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$1,513.42

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	2	\$300.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	2	\$250.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.00	505	\$505.00
USPS First Class 1oz Postage	Per Piece	\$0.65	505	\$328.25
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$1.50	56	\$83.33
Preparation of Taxes	Hourly	\$150.00	2	\$300.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$3,266.58

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$220.00

Estimated ILYM Fees & Expenses: \$5,000.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.



PROPOSED FEES & EXPENSES

RE: Pineda v. Goldentire - PAGA
 Proposal Dated: March 25, 2025
 CAC SERVICES GROUP - CONFIDENTIAL

Key Assumptions					
Class Size - Class Members				505	Persons
Settlement Checks & Notice					
Direct Mail	(% of Total Class)		100%	505	Pieces
Returned Mail Processing					
Returned for Non-Delivery (RFND)	(% of Total Class)		15.0%	76	Pieces
Address Change Post Office (ACPO)	(% of Total Class)		1.5%	8	Pieces
Program Requirements	Estimated Quantity	Units	Per Unit	Cost	Estimated Total
Program Set-Up & Reporting					\$ 350.00
Class Member Database	1	N/A	\$ 350.00	\$ 350.00	
Direct Mail Notification					\$ 1,801.88
NCOA / CASS / LACS Processing	1	N/A	\$ 150.00	\$ 150.00	
Letter & Check	505	Pcs	\$ 2.750	\$ 1,388.75	
<i>The notice package includes the following:</i>					
▶ 45# 8.5" x 11" Notice - English (1 page)			▶ 60# MOCR Bond 8.5" x 11" Check; Top Third Tear-Away		
▶ 45# 8.5" x 11" Notice - Spanish (1 page)			▶ #10 Window Envelope - Security Tint		
▶ 45# 8.5" x 11" Form 1099 (1 page)					
Re-issue Lost or Destroyed Checks	15	Pcs	\$ 4.125	\$ 61.88	
Translate Notice to Spanish	575	Words	\$ 0.35	\$ 201.25	
Returned Mail Processing					\$ 347.15
Notices Returned for Non-Delivery					
Process RFND Mail	76	Pcs	\$ 0.250	\$ 19.00	
Skip Trace RFND Mail	76	Pcs	\$ 0.900	\$ 68.40	
Re-print Check/Notice Package	54	Pcs	\$ 4.125	\$ 222.75	
<i>Estimate: 70% of RFND is traceable</i>					
Notices returned as Address Change Post Office					
Process ACPO Mail	8	Pcs	\$ 0.500	\$ 4.00	
Re-print Check/Notice Package	8	Pcs	\$ 4.125	\$ 33.00	
Fund Management					\$ 866.25
Check Clearing	505	Pcs	\$ 0.25	\$ 126.25	
Fund Management / Bank Fees	6	Months	\$ 40.00	\$ 240.00	
Annual Fee - Qualified Settlement Fund Taxes	1	Years	\$ 250.00	\$ 250.00	
<i>Federal & State Filings</i>					
Individual Income Tax Reporting	1	Years	\$ 250.00	\$ 250.00	
<i>Quarterly & Yearly Filings</i>					
Postage¹⁾					\$ 401.58
Postage - Check/Notice Package	505	Pcs	\$ 0.690	\$ 348.45	
Postage - Remails, Check/Notice Package	77	Pcs	\$ 0.690	\$ 53.13	

Program Requirements	Estimated Quantity	Units	Per Unit	Cost	Estimated Total
Program Management					\$ 1,540.00
Principal Consultant	1	Hours	\$ 150.00	\$ 150.00	
Project Manager	2	Hours	\$ 125.00	\$ 250.00	
Technical Consultant	4	Hours	\$ 135.00	\$ 540.00	
Support Staff	10	Hours	\$ 60.00	\$ 600.00	
Grand Total ²⁾					\$ 5,306.86



Other Project-Related Costs	Units	Cost
FedEx / UPS Shipments	N/A	At Cost
Photocopies	Per Copy	\$ 0.15
Storage of 1.2 Cubic Foot Boxes	Box/Month	\$ 0.75
Removal and Secured Destruction of 1.2 Cubic Foot Boxes	Per Box	\$ 3.00
Project-Related Materials	N/A	At Cost
Other Case-Related Out-of-Pocket Expenses	N/A	At Cost

Other CAC Services ³⁾	Hourly Rate
Principal Consultant	\$ 150.00
Senior Consultant	\$ 140.00
Technical Consultant	\$ 135.00
Project Manager	\$ 125.00
Project Supervisor	\$ 100.00
Support Staff	\$ 60.00

Notes:

- 1) Postage is estimated and will be qualified for automation discounts.
- 2) The grand total reflects the estimated quantities of individual tasks performed. Should the actual quantities differ from the estimated quantities of tasks performed, the grand total (billable amount) will reflect such changes. Estimates were based on the assumptions listed above.
- 3) Fees for project-related services, other than what is covered elsewhere in this proposal, will be charged at CAC's standard hourly rate shown above. The above rates are effective as of March 2025. The rates are subject to possible revision on an annual basis, during the contract period, to allow for possible hourly rate changes.



Exhibit 6

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: GOLDEN WEST TIRES CENTERS, LLC's PAGA SETTLEMENT

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Elizer Pineda v. Golden West Tires Centers, LLC*, No. CVRI2203246 (Riverside County Superior Court) (the "Action").

The Action was filed against Golden West Tires Centers. ("Defendant") by a former employee of Defendant who sought to recover penalties pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.* ("PAGA") on behalf of the State of California and all allegedly "aggrieved employees" of Defendant. You have been identified as one of the "aggrieved employees" in this Action.

The Plaintiff alleged that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties.

The Court has not made a determination about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Defendant maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]