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

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

Plaintiff,

vs.

JT-CGS MOTORS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 22CV015162

Honorable Elizabeth Riles
Department 512

**DECLARATION OF TRAVIS J. MAHER
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698, ET SEQ.)
SETTLEMENT AGREEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION
COSTS**

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

Reservation No.: 460592549476
Date: April 29, 2025
Time: 2:30 p.m.
Department: 512

Complaint Filed: July 27, 2022
Trial Date: None Set

**DECLARATION OF TRAVIS J. MAHER IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD
OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS**

DECLARATION OF TRAVIS J. MAHER

I, Travis J. Maher, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Paris Spry (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment representative and class actions, involving wage-and-hour claims, race discrimination, unfair business practices or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions and representative actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. I am a Member of Lawyers *for* Justice, PC.

4. I received a Bachelor of Science degree from Tulane University in 2003, a Master of Science degree from the University of Minnesota in 2010, and a Juris Doctor degree from Loyola Law School - Los Angeles in 2018.

5. I am admitted to practice in California (since 2019) and I am admitted to practice in all U.S. District Courts in California.

6. I have taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification, arbitration agreements, coordination, and intervention. I have handled briefing and oral argument on appeal and obtained a notable decision regarding Private Attorneys General Act claims and employer efforts to compel arbitration of such claims

1 in *Nickson v. Shemran, Inc.* (2023) 90 Cal.App.5th 121.

2 **THE SETTLEMENT REACHED IN THE ACTION**

3 7. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General
4 Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement
5 Agreement”), entered into between Plaintiff Paris Spry, for himself and on behalf of the State of
6 California with respect to other aggrieved employees pursuant to the Private Attorneys General
7 Act, and Defendant JT-CGS MOTORS, INC. (“Defendant”). The parties have also drafted and
8 agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for
9 mailing to Aggrieved Employees when Individual Settlement Share checks are distributed to
10 them, in substantially the form attached as “EXHIBIT 1” to the [Proposed] Order and Judgment
11 Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*)
12 Settlement Agreement and Award of Attorneys’ Fees and Costs, General Release Fee, and
13 Settlement Administration Costs. The Court is respectfully requested to approve the proposed
14 Cover Letter.

15 8. Under the Settlement, the Aggrieved Employees consist of the following
16 individuals: all current and former non-exempt employees employed by Defendant within the
17 State of California during the period from May 23, 2021 to present (“Aggrieved Employees”).
18 Defendant has represented that there are approximately one-hundred and ninety-eight (198)
19 Aggrieved Employees for the time period from May 23, 2021 to January 30, 2024.

20 9. Plaintiff has satisfied the prerequisites under California Labor Code section
21 2699.3(a), including, and not limited to, providing the California Labor and Workforce
22 Development Agency (“LWDA”) and the employer with written notice of the specific provisions
23 of the California Labor Code that are alleged to have been violated, including the facts and
24 theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff
25 Paris Spry that was dated April 28, 2022 (“PAGA Notice”), and by amended correspondence
26 dated on October 29, 2024 (“Amended PAGA Notice”). The PAGA Notices was sent by U.S.
27 Certified Mail to the employer and submitted to the LWDA by way of online submission on the
28 LWDA’s website. The LWDA did not respond to the letters that were sent on behalf of Plaintiff.

1 A true and correct copy of the PAGA Notices are attached hereto as “**EXHIBIT 2-1**” and
2 “**EXHIBIT 2-2.**” On January 27, 2025, Plaintiff filed a First Amended Complaint for
3 Enforcement under PAGA, and on February 28, 2025, Defendant filed its Answer to the First
4 Amended Complaint.

5 10. The Settlement is for the gross amount of One Million Six Hundred Fifty
6 Thousand Dollars (\$156,000.00) (“Gross Settlement Amount”), which Defendant will pay under
7 the Settlement. The Settlement Agreement provides that the “Net Settlement Amount” will be
8 the Gross Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the
9 amount of up to \$58,174.04 for attorneys’ fees and for reimbursement of actual litigation costs
10 and expenses to Lawyers for Justice, PC (“Plaintiffs’ Counsel”); (2) General Release Fee of up to
11 \$10,000.00 to Plaintiff; and (3) Settlement Administration Costs of up to \$4,500.00 to the PAGA
12 Settlement Administrator. Assuming that the requested Attorneys’ Fees and Costs, General
13 Release Fee, and Settlement Administration Costs are approved by the Court, the Net Settlement
14 Amount is estimated to be approximately \$83,371.96. The Net Settlement Amount will be
15 distributed to the LWDA and the PAGA Employees pursuant to California Labor Code section
16 2699(i). Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the
17 LWDA, which is estimated to be \$62,528.97 (“LWDA Payment”), and twenty-five percent
18 (25%) of the Net Settlement Amount, which is estimated to be \$20,842.99 (“Individual PAGA
19 Payments”), will be distributed to the PAGA Employees on a *pro rata* basis, based upon the
20 number of pay periods in which Aggrieved Employees performed work for Defendant as non-
21 exempt employees in California during the PAGA Period. The parties have agreed to retain
22 ILYM Group, Inc. (“ILYM” or “Administrator”) to handle the administration of the Settlement,
23 and the Court is respectfully requested to appoint ILYM to serve as the PAGA Settlement
24 Administrator. The Settlement Administration Costs are estimated not to exceed \$4,450.00 and
25 will be paid out of the Gross Settlement Amount, subject to approval by the Court.

26 **THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL**

27 11. The effectiveness of Plaintiff’s Counsel, Lawyers for Justice PC, in prosecuting
28 this case has translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and

the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the case progressed through trial and/or appeals.

12. Plaintiff commenced his Complaint For Enforcement Under PAGA against Defendant on July 27, 2022, entitled *Paris Spry v. JT-CGS Motors, Inc.*, Alameda County Superior Court Case No. 22CV015162 (“Action”). Defendant filed a Motion to Compel Arbitration and Stay or Dismiss Proceedings on February 28, 2023. Shortly thereafter, on March 7, 2023, the Parties agreed to attend mediation to resolve the action, and stipulated to continue the hearing date of Defendant’s Motion to Compel Arbitration and Stay or Dismiss Proceedings. Mediation was initially scheduled for January 10, 2024, however Defendant required additional time to produce sufficient documents and evidence, and the mediation was rescheduled to April 10, 2024 with Phyllis Cheng, Esq. On April 10, 2024, the Parties participated in a full-day mediation conducted by Phyllis Cheng, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. Although the matter did not settle the day of the Mediation, the Parties were able to reach a settlement after continued negotiations. Defendant’s June 14, 2024 Motion to Compel Arbitration was ultimately not heard, as the Parties settled the Action in principle and filed a Notice of Settlement on May 20, 2024.

13. After engaging in extensive investigations, and engaging in informal discovery and exchange of documents, data, and information, the parties participated in settlement negotiations to try to resolve the Action. These efforts included participating in a full-day mediation on April 10, 2024, conducted by Phyllis Cheng, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator and the mediator’s evaluation, the parties ultimately reached the Settlement described herein. In the course of mediation and subsequent settlement negotiations, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, manageability, off-the-clock theory, meal

1 and rest periods, wage-and-hour enforcement, arbitration agreements, exemption, and waivers,
2 the evidence produced and analyzed, and the possibility of bifurcation of discovery and/or trial
3 and appeals, among other things. During all settlement discussions, the parties conducted their
4 negotiations at arm's length in an adversarial position.

5 14. Prior to reaching the Settlement, the parties investigated the veracity, strength,
6 and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted
7 significant investigation, and engaged in informal discovery and exchange of information,
8 documents, data regarding the facts of the case, including and not limited to, the review,
9 consideration, and analysis of a significant volume of information, documents, and data obtained
10 from Plaintiff, Defendant, and other sources. The documents and data that were reviewed and
11 analyzed by Plaintiff's Counsel included, and were not limited to, or otherwise pertained to, the
12 employment records of Plaintiff and other putative class members/aggrieved employees, a
13 sampling of aggrieved employee time and pay data, Defendant's Employee Handbook, various
14 agreements and acknowledgments including, *inter alia*, arbitration agreements, and Defendant's
15 operations and employment practices, policies, and procedures documents. Counsel for the
16 parties undertook significant investigation and evaluation of Plaintiff's claims and allegations,
17 including, and not limited to, calculating the potential monetary recovery under PAGA. Other
18 work performed by Plaintiff's Counsel included and was not limited to: meeting and conferring
19 with Defendant's counsel regarding the pleadings, motions, case management, mediation, and
20 settlement negotiations, among other issues; case strategy and analysis; drafting, reviewing, and
21 revising the pleadings, motion-related papers, mediation brief, and settlement agreement;
22 preparing for and engaging in the mediation and settlement negotiations; and preparing for and
23 appearing for court proceedings. Counsel for the parties have further invested time to research
24 the applicable law, which is evolving as it relates to representative PAGA actions, manageability,
25 off-the-clock theory, wage-and-hour enforcement, arbitration agreements, exemption, and
26 waivers.

27 15. Based on investigation and information discovered, Plaintiff's Counsel believes
28 that there is sufficient evidence to support the allegations that Defendant violated the California

1 Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff
2 will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also
3 recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery.

4 16. Plaintiff and his counsel have considered the uncertainty and risk of the outcome
5 of further litigation, including the difficulties and delays inherent in such litigation. In this
6 litigation, Defendant aggressively contended that whether or not Plaintiff was aggrieved would
7 have to be demonstrated and determined in arbitration. Furthermore, in order to prevail on the
8 PAGA claim, Plaintiff would have to prove that Defendant engaged in the alleged California
9 Labor Code violations with respect to not only Plaintiff but also the other aggrieved employees,
10 and demonstrate that Defendant's conduct warrants the imposition of penalties. Plaintiff's core
11 allegation is that Defendant has violated the California Labor Code by failing to pay all wages
12 due, failing to provide compliant meal and rest periods and associated premiums, failing to
13 timely pay wages during employment and upon termination of employment, failing to provide
14 complete and accurate wage statements, failing to keep complete and accurate payroll records,
15 and failing to reimburse necessary business-related expenses and costs.

16 17. From the inception of this litigation, Defendant indicated that it would
17 aggressively litigate this case and contended that it would ultimately succeed in the action.
18 Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued
19 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
20 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
21 policy and systematic scheme of wage abuse against its non-exempt employees, and that it had,
22 and continues to have, legally-compliant employment policies and practices throughout the time
23 period at issue. Defendant denies that it ever violated any provision of the California Labor
24 Code. For example, Defendant maintains that it properly classified its hourly-paid inside
25 salesperson employees as "exempt" from California's overtime requirements and therefore
26 properly paid employees for all overtime premiums owed, in accordance with IWC Wage Order
27 No. 7-2001 Section (3)(D), which states that an inside salesperson working in a retail industry,
28 such as a vehicle salesperson, may be classified as exempt from California's overtime

requirements if the employee earns more than 1.5x the state's minimum wage and more than half of the employee's compensation is from commission payments. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

18. Importantly, Defendant also contended that the claims of Plaintiff and other Aggrieved Employees whom Plaintiff seeks to represent are subject to enforceable agreements that include, *inter alia*, delegation clauses, class and collective action waivers (including PAGA), and binding individual arbitration provisions. Defendant contended that these agreements could effectively be used to require Aggrieved Employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. Although the parties disagree on whether or not Defendant has enforceable arbitration agreements and their impact (given that Defendant's Motion to Compel Arbitration and Stay or Dismiss Proceedings was not decided by the Court, since the Parties agreed to privately mediate the action before that Motion was decided), there is more uncertainty regarding the viability of PAGA claims in the judicial forum, arising from the U.S. Supreme Court's decision in *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. The California Supreme Court eventually, recently confirmed that PAGA representative claims are viable and can continue to be prosecuted in *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. However, the decision by the California Supreme Court in *Adolph v. Uber Technologies* suggests, and it is still possible that, trial courts will stay representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion could apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff loses standing to pursue non-individual PAGA claims. It should be noted that at the time that the parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

19. Even if Defendant failed on its defenses, Plaintiff would inevitably face other challenges in court. Defendant challenged Plaintiff's standing as an aggrieved employee and denied that any of Defendant's other employees with respect to whom Plaintiff seeks civil

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

14 20. Counsel for the parties invested time reviewing, analyzing, and considering the
15 relevant information, documents and data regarding Plaintiff’s and Aggrieved Employees’
16 employment with Defendant, and this information made it possible to calculate the potential
17 value and strength of the PAGA claim. Accordingly, the parties have conducted sufficient
18 investigation and review of information to be sufficiently apprised of the nature and extent of the
19 PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for
20 its fairness, adequacy, and reasonableness. The parties have also considered the settlement
21 negotiations and the recommendations of the mediator, Phyllis Cheng, Esq., who is highly
22 experienced in mediating complex labor and employment matters. The parties have agreed that
23 this case is well-suited for settlement given the legal issues relating to the PAGA claim, as well
24 as the costs and risks to both sides that would attend further litigation. The Settlement takes into
25 account the strengths and weaknesses of each side’s position and the uncertainty of how the case
26 might have concluded as litigation continued, at trial, in arbitration proceedings and/or upon
27 appeal.

28 21. As set forth more fully in the accompanying motion, Plaintiff’s Counsel seeks

attorneys' fees and reimbursement of litigation cost and expenses in the sum total of \$58,178.04. The amount of attorneys' fees sought represents approximately thirty-three and thirty-three hundredth percent (33.33%) of the Gross Settlement Amount, as provided by the Settlement Agreement. Pursuant to the contingency-fee agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a contingency fee of at least forty percent (40%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the matter; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the matter; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved; and (6) the other cases that Plaintiffs' Counsel has turned down in order to devote its time and efforts to this matter.

22. I am aware that common and acceptable rates for contingency representation in wage and hour class and representative action litigation are normally in the range from 33.3% to 50%.

23. While not necessarily required to be demonstrated because a percentage of the fund is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a simple lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **139.30 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "EXHIBIT 3" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These hours include work done by myself and several other attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the matter.

24. The work performed in this particular matter, the background of our firm, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a

reasonable blended hourly rate of compensation of at least \$800 per hour for work performed by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$800 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved compensation at the rate of \$936.47 per hour; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved compensation at the rate of \$919.57 per hour; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved compensation at the rate of \$855.96 per hour; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved compensation at the rate of \$831.38 per hour; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved compensation at the rate of \$845.64 per hour.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

25. Plaintiff's Counsel seeks reimbursement of \$6,183.24 for litigation costs and expenses incurred in the Action, as reflected in the Case Cost Detail attached hereto as "EXHIBIT 4." These expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter.

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GENERAL RELEASE FEE TO PLAINTIFF

26. In recognition of his efforts and work in spearheading the litigation of this matter, as well as for his broader release of individual claims with a California Civil Code Section 1542 waiver, the Settlement provides a General Release Fee to Plaintiff in the amount of up to \$10,000.00, to be paid out of the Gross Settlement Amount (as set forth in Sections 1.24 and 5.1 of the Settlement Agreement). The requested General Release Fee is fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing his employment with his counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever his counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee.

27. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, and is within the accepted range of recoveries for this type of litigation. Plaintiff's Counsel further submits that the Settlement is fair, reasonable, and adequate, and in the best interests of Plaintiff, the State of California, and other Aggrieved Employees, given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

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

Executed this 2nd day of April 2025, at Glendale, California.



Travis J. Maher

Exhibit 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement” or “PAGA Settlement”) is made by and between Plaintiff Paris Spry (“Plaintiff”) and Defendant JT-CGS Motors, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Paris Spry, an individual, et al. v. JT-CGS Motors, Inc.*, Case No. 22CV015162 initiated on and pending in Superior Court of the State of California, County of Alameda.
- 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 Employees” means hourly-paid, non-exempt employees of Defendant in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked based on Defendant’s personnel and pay records.
- 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 Alameda.

- 1.8. “Defense Counsel” means Shaun J. Voigt, Esq. and Vana Ebrahimi, Esq. of Fisher & Phillips LLP.
- 1.9. “Effective Date” means the date by when all of the following have occurred: (a) notice of this Settlement has been sent to the LWDA; (b) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (c) the later of the following events: (i) five (5) court days after the period for filing any appeal, writ, or other appellate proceeding opposing the Order Approving PAGA Settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed (i.e., 65 days from the date the Court enters Order Approving the PAGA Settlement); or (ii) if any appeal, writ, or other appellate proceeding opposing the Order Approving the PAGA Settlement has been filed within that timeframe, then five (5) court days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.
- 1.10. “Gross Settlement Amount” means \$156,000 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9.1 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, Plaintiff’s Enhancement 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 the Order Approving the PAGA Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (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, Plaintiff Enhancement Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16. “PAGA Counsel” means Edwin Aiwazian, Esq., and Travis J. Maher, Esq. of the Lawyers for Justice, PC, 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 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 at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from May 23, 2021 to Present.
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. “PAGA Notice” means Plaintiff’s April 28, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(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 (estimated to be \$19,376.30) and the 75% to LWDA (estimated to be \$58,128.90) in settlement of PAGA claims.
- 1.23. “Plaintiff” means Paris Spry, the only named plaintiff in the Action employed by Defendant.

1.24. “Plaintiff Enhancement Payment” means the amount the Plaintiff will be paid from the Gross Settlement Amount in recognition of his contributions in the Action and in light of his general release.

1.25. “Approval Order” means the proposed Court Order Approving the PAGA Settlement.

1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.27. “Released Parties” means: Defendant JT-CGS Motors, Inc. and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

2. RECITALS.

2.1. On July 27, 2022, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action under the Labor Code Private Attorneys General Act. The Complaint is the operative complaint in the Action (the “Operative Complaint.”).

2.2. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in 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, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.4. On January 30, 2024, the Parties participated in a mediation presided over by Phyllis Cheng which was not successful, but ultimately led, in part, to this Agreement to settle the Action.

2.5. Prior to mediation, Plaintiff obtained, through informal discovery, sample time and payroll records for the applicable PAGA period.

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 this Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9.1 below, Defendant promises to pay \$156,000.00 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 4.3 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 Defendant.

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 Order Approving the PAGA Settlement:

3.2.1. To PAGA Counsel: Subject to Court approval, a PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$51,994.80 and PAGA Counsel Litigation Expenses Payment of not more than \$12,000.00. 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 PAGA Counsel Fees Payment and PAGA 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 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Plaintiff: Subject to Court approval, a Plaintiff Enhancement Payment not to exceed \$10,000.00. Defendant will not oppose a request for Court approval of this payment provided that it does not exceed this amount. Plaintiff and/or PAGA Counsel will file an application or motion for the Plaintiff Enhancement Payment. If the Court approves the Plaintiff Enhancement Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Plaintiff Enhancement Payment using an IRS 1099 Form.

3.2.3. To the Administrator: Subject to Court approval, an Administrator Expenses Payment not to exceed \$4,500.00 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 \$4,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: Subject to Court approval of the payments amounts identified in the Paragraph 3.2, payment of PAGA Penalties in the amount of \$77,505.20 to be paid from the Gross Settlement Amount, with 75% (\$58,128.90) allocated to the LWDA PAGA Payment and 25% (\$19,376.30) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$19,376.30) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)

1 multiplying the result by each Aggrieved Employee's PAGA Period Pay
2 Periods. Aggrieved Employees assume full responsibility and liability
3 for any taxes owed on their Individual PAGA Payment.

4 3.2.4.2.If the Court approves PAGA Penalties of less than the amount
5 requested, the Administrator will allocate the remainder to the Net
6 Settlement Amount. The Administrator will report the Individual
7 PAGA Payments on IRS 1099 Forms.

8 **4. SETTLEMENT FUNDING AND PAYMENTS.**

9 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant
10 estimates there are 198 Aggrieved Employees who worked an approximate total of
11 5,316 of PAGA Pay Periods through the date of mediation.

12 4.2. Aggrieved Employee Data. Within thirty (30) days, Defendant will deliver the
13 Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel
14 spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must
15 maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee
16 Data only for purposes of this Settlement and for no other purpose, and restrict access
17 to the Aggrieved Employee Data to Administrator employees who need access to the
18 Aggrieved Employee Data to effect and perform under this Agreement. Defendant has
19 a continuing duty to immediately notify PAGA Counsel if it discovers that the
20 Aggrieved Employee Data omitted employee identifying information and to provide
21 corrected or updated Aggrieved Employee Data as soon as reasonably feasible.
22 Without any extension of the deadline by which Defendant must send the Aggrieved
23 Employee Data to the Administrator, the Parties and their counsel will expeditiously
24 use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to
25 missing or omitted Aggrieved Employee Data.

1 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement
2 Amount by transmitting the funds to the Administrator no later than thirty (30) days
3 after the Effective Date.

4 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
5 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for
6 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
7 Expenses Payment, Plaintiff Enhancement Payment, and the PAGA Counsel Expenses
8 Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not
9 precede disbursement of Individual PAGA Payments.

10 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and
11 send them to the Aggrieved Employees via First Class U.S. Mail, postage
12 prepaid. The face of each check shall prominently state the date (not less than
13 180 days after the date of mailing) when the check will be voided. The
14 Administrator will cancel all checks not cashed by the void date. Before
15 mailing any checks, the Settlement Administrator must update the recipients'
16 mailing addresses using the National Change of Address Database.

17 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for
18 all Aggrieved Employees whose checks are returned undelivered without USPS
19 forwarding address. Within fourteen (14) days of receiving a returned check
20 the Administrator must re-mail checks to the USPS forwarding address
21 provided or to an address ascertained through the Aggrieved Employee Address
22 Search. The Administrator need not take further steps to deliver checks to
23 Aggrieved Employees whose re-mailed checks are returned as undelivered.
24 The Administrator shall promptly send a replacement check to any Aggrieved
25 Employee whose original check was lost or misplaced, requested by the
26 Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee who's Individual PAGA Payment check is uncashed and cancelled 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.** Effective on the date when Defendant 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 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 ("Plaintiff's Release") concerning alleged violations of the California Labor Code and the California Industrial Welfare Commission Wage Orders during the PAGA Period; and (b) any and all claims of any form whatsoever, whether known or unknown, unsuspected or latent, that have been or could have been asserted by Plaintiff whether directly, indirectly, representatively, derivatively or in any other capacity, against Released Parties which arose at any time prior to entry of the Judgment, including but not limited to any and all claims which arose out of or are in any way connected with Plaintiff's employment and separation from Defendant. 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'

1 compensation benefits that arose at any time, or based on occurrences outside the
2 PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different
3 from, or in addition to, the facts or law that Plaintiff now knows or believes to be true
4 but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
5 respects, notwithstanding such different or additional facts or Plaintiff's discovery of
6 them.

7 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
8 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
9 provisions, rights, and benefits, if any, of section 1542 of the California Civil
10 Code, which reads:

11 A general release does not extend to claims that the creditor or releasing party
12 does not know or suspect to exist in his or her favor at the time of executing the
13 release, and that if known by him or her would have materially affected his or
14 her settlement with the debtor or Released Party.

15 5.2. Release by Aggrieved Employees:

16 All Aggrieved Employees are deemed to release, on behalf of themselves and their
17 respective former and present representatives, agents, attorneys, heirs, administrators,
18 successors, and assigns, the Released Parties from all claims for PAGA penalties that
19 were alleged, or reasonably could have been alleged, based on the facts stated in the
20 Operative Complaint and the PAGA Notice concerning alleged violations of the
21 California Labor Code and the California Industrial Welfare Commission Wage Orders
22 during the PAGA Period for alleged: failure to provide meal periods, failure to provide
23 rest periods, failure to pay regular and overtime wages, failure to pay minimum wages,
24 failure to pay all wages to discharged and quitting employees, unlawful deductions and
25 withholdings from employees' wages, failure to furnish accurate itemized wage
26 statements, and to indemnify employees for necessary business expenditures incurred
27 in discharge of duties, in violation of Labor Code sections 201, 202, 203, 204, 210,
28

223, 225.5 226(a), 226.3, 226.7, 227, 227.3, 246, 248.5, 510, 512(a), 551, 552, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, and 7-2001.

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 OR APPLICATION FOR APPROVAL OF SETTLEMENT. PAGA Counsel agrees to prepare and file an application or motion for approval of this Settlement.

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, subd. (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 (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court;(l)(2)); 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 Order and Judgment to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this 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 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

Based on its records, Defendant estimates that, there were 198 Aggrieved Employees who worked an approximate total of 5,316 Pay Periods through the date of mediation.

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.

1 **10. ADDITIONAL PROVISIONS.**

2 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This
3 Agreement represents a compromise and settlement of highly disputed claims. Nothing
4 in this Agreement is intended or should be construed as an admission by Defendant that
5 any of the allegations in the Operative Complaint have merit or that Defendant has any
6 liability for any claims asserted; nor should it be intended or construed as an admission
7 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that
8 representative treatment is for purposes of this Settlement only. If, for any reason the
9 Court does not approve this Settlement, Defendant reserves all available defenses to
10 the claims in the Action, and Plaintiff reserves the right to contest Defendant's
11 defenses. The Settlement, this Agreement and Parties' willingness to settle the Action
12 will have no bearing on, and will not be admissible in connection with, any litigation
13 (except for proceedings to enforce or effectuate the Settlement and this Agreement).

14 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
15 together with its attached exhibits shall constitute the entire agreement between the
16 Parties relating to the Settlement, superseding any and all oral representations,
17 warranties, covenants, or inducements made to or by any Party.

18 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
19 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
20 appropriate action required or permitted to be taken by such Parties pursuant to this
21 Agreement to effectuate its terms, and to execute any other documents reasonably
22 required to effectuate the terms of this Agreement including any amendments to this
23 Agreement.

24 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their
25 best efforts, in good faith, to implement the Settlement by, among other things,
26 modifying the Settlement Agreement, submitting supplemental evidence and
27 supplementing points and authorities as requested by the Court. In the event the Parties
28

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, Defendant 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.

1 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel
2 pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
3 provided to PAGA Counsel by Defendant in connection with the mediation, other
4 settlement negotiations, or in connection with the Settlement, may be used only with
5 respect to this Settlement, and no other purpose, and may not be used in any way that
6 violates any existing contractual agreement, statute, or rule of court.

7 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is
8 inserted for convenience of reference only and does not constitute a part of this
9 Agreement.

10 10.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
11 be to calendar days. In the event any date or deadline set forth in this Agreement falls
12 on a weekend or federal legal holiday, such date or deadline shall be on the first
13 business day thereafter.

14 10.15. Notice. All notices, demands or other communications between the Parties in
15 connection with this Agreement will be in writing and deemed to have been duly given
16 as of the third business day after mailing by United States mail, or the day sent by email
17 or messenger, addressed as follows:

18 To Plaintiff Paris Spry:

19 Edwin Aiwanian (SBN 232943)
20 Travis J. Maher (SBN 327206)
21 LAWYERS for JUSTICE, PC
22 450 N Brand Blvd, Suite 900
23 Glendale, California 91203
24 Tel: (818) 265-1020 / Fax: (818) 265-1021

25 To Defendant JT-CGS Motors, Inc:

26 FISHER & PHILLIPS LLP
27 Shaun J. Voigt (SBN 265721)
28 Vana Ebrahimi (SBN 332805)
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

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.

Dated: 01/29/2025

Electronically Signed 2025-01-30 02:18:16 UTC - 172.59.130.230
Winter House Sign® C:\Users\jmahe\Documents\1800114

Plaintiff Paris Spry

Dated: 1/31/25

For JT-CGS Motors

Agreement as to Form:

Travis J. Maher

1/30/2025

Travis J. Maher
Counsel For Plaintiff Paris Spry

Agreement as to Form:

Shaun J. Voigt

Shaun J. Voigt
Counsel For Defendant JT-CGS Motors, Inc.

Exhibit 2-1

LAWYERS FOR JUSTICE[®]

April 28, 2022

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: JT-CGS MOTORS INC.

Dear Representative:

We have been retained to represent Paris Spry against JT-CGS Motors Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "JT-CGS") for violations of California wage-and-hour laws. Mr. Spry seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Spry seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

JT-CGS employed Mr. Spry as an hourly-paid, non-exempt employee from approximately March 2021 to approximately December 2021, in the State of California.

The "aggrieved employees" that Mr. Spry may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, JT-CGS has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, and 7-2001.

JT-CGS required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, daily

team meetings, ordering lunch, locking up the buildings on the premises, responding to work related inquiries, and responding to customer inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Spry and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Spry and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, JT-CGS required Mr. Spry and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. JT-CGS also required aggrieved employees to stay on work premises during rest periods.

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, JT-CGS failed to pay Mr. Spry and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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, JT-CGS failed to pay Mr. Spry and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, JT-CGS did not provide Mr. Spry and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from JT-CGS were in violation of California

Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Spry and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Spry and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Spry and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Spry and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Spry and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 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, JT-CGS failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Spry and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave;

and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

JT-CGS failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, JT-CGS did not provide Mr. Spry and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage 1-2001, 4-2001, 5-2001, and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, JT-CGS failed to pay Mr. Spry and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Spry and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, JT-CGS failed to pay Mr. Spry and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Spry and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

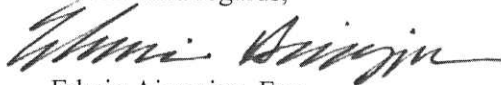
California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Spry and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by JT-CGS. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage of a personal vehicle for work-related purposes, the purchasing and maintenance of clothing and footwear in compliance with the dress code, and the purchasing and maintenance of tools, supplies and equipment.

Therefore, on behalf of all aggrieved employees, Mr. Spry seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in black ink, appearing to read 'Edwin Aiwazian', written in a cursive style.

Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

JT-CGS Motors Inc.
c/o Christian Pullara
Agent for Service of Process
3239 Imjin Rd.,
Marina, CA 93933

Exhibit 2-2



October 29, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: JT-CGS MOTORS INC.

Dear Representative:

We have been retained to represent Paris Spry against JT-CGS Motors Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "JT-CGS") for violations of California wage-and-hour laws. Mr. Spry seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Spry seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

JT-CGS employed Mr. Spry as an hourly-paid, non-exempt employee from approximately March 2021 to approximately December 2021, in the State of California.

The "aggrieved employees" that Mr. Spry may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate(s) of pay used to calculate, *inter alia*, the overtime rate, meal/rest period premium rate(s), the paid sick leave rate(s), and/or the rate(s) of pay for accrued but unused vacation wages.

Based on the facts and theories outlined herein, JT-CGS has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 223, 225.5, 226(a), 226.3, 226.7, 227, 227.3, 246, 248.5, 510, 512, 551, 552, 558, 558.1, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, 5-2001, and 7-2001.

JT-CGS required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to

compensate aggrieved employees for this time. Such work included, but was not limited to, daily team meetings, ordering lunch, locking up the buildings on the premises, responding to work related inquiries, and responding to customer inquiries.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Spry and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Spry and other aggrieved employees were entitled to receive certain wages for overtime and double time compensation, but they were not paid for all overtime hours worked and/or were not paid for all hours worked at the correct rate(s) of pay. Similarly, Mr. Spry and other aggrieved employees also were not paid for all paid sick leave and/or all accrued but unused vacation at the correct rate(s) of pay.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, JT-CGS required Mr. Spry and other aggrieved employees to work during meal and rest periods and failed to compensate them and/or failed to properly compensate them at the correct rate(s) for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. JT-CGS also required aggrieved employees to stay on work premises during rest periods.

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, JT-CGS failed to pay Mr. Spry and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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, JT-CGS failed to pay Mr. Spry and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, JT-CGS did not provide Mr. Spry and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from JT-CGS were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Spry and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above. The violations also included the failure to accurately list all gross wages earned; the number of piece-rate units earned and the piece rates; all applicable deductions; net wages earned during the pay period; the date range of the pay period; the employee's name and last four digits of his/her social security number; the employer's name and address; and the hourly rates and number of hours worked at each rate.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Spry and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Spry and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Spry and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Spry and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 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, JT-CGS failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Spry and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including

any “doing business as” names used by the employer. The physical address of the employer’s main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer’s workers’ compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

JT-CGS failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, JT-CGS did not provide Mr. Spry and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.” Defendant therefore also violated California Labor Code sections 223, 225.5, 1182.12, 1194.2 and 1199.

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage 1-2001, 4-2001, 5-2001, and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, JT-CGS failed to pay Mr. Spry and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Mr. Spry and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, JT-CGS failed to pay Mr. Spry and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Mr. Spry and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee 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. During the relevant time period, Mr. Spry and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by JT-CGS. These costs include, but are not limited to, the use of a personal phone for work-related tasks, the use of mileage of a personal vehicle for work-related purposes, the purchasing and maintenance of clothing and

footwear in compliance with the dress code, and the purchasing and maintenance of tools, supplies and equipment.

Therefore, on behalf of all aggrieved employees, Mr. Spry seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code sections 210, 558, 558.1 and 1174.5.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Travis J. Maher, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

JT-CGS Motors Inc.
c/o Christian Pullara
Agent for Service of Process
3239 Imjin Rd.,
Marina, CA 93933

Exhibit 3

PARIS SPRY V. JT-CGS MOTORS INC.
Alameda Superior Court Case No. 22CV015162

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Communicate with Plaintiff Spry (“Plaintiff”) during the Case	22.70
Pleadings and Court Filings	
Review Materials and Draft Plaintiff’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on July 27, 2022)	6.60
Review Court’s Notice of Case Management Conference, Notice of Case Assignment (filed and served on July 28, 2022)	0.40
Draft Plaintiff’s Case Management Statement; Meet and confer with Defendant’s Counsel (filed on November 23, 2022)	0.80
Review Court’s Tentative Ruling for Case Management Conference (issued on December 12, 2022)	0.50
Review and Analyze Answer of Defendants to Plaintiff’s Complaint and Research Affirmative Defenses in Answer (served on December 20, 2022)	1.30
Review Defendant’s Case Management Statement (filed on February 28, 2023)	0.30

Review Court's General Order (issued on March 3, 2023)	0.40
Draft Plaintiff's Notice of Posting of Jury Fees (filed on March 8, 2022)	0.30
Draft Plaintiff's portion of Joint Stipulation to Continue Defendant's Motion to Compel Arbitration; meet and confer with Defense counsel (filed on March 9, 2023)	1.80
Draft Plaintiff's portion of Amended Joint Stipulation to Continue Defendant's Motion to Compel Arbitration; meet and confer with Defense counsel (filed on March 9, 2023)	0.50
Review Court's Order Continuing Defendant's Motion to Compel Arbitration (filed on May 17, 2023)	0.30
Review the Court's Case Management Order (filed on June 5, 2023)	0.30
Draft Plaintiff's portion of Joint Stipulation to Continue Defendant's Motion to Compel Arbitration; meet and confer with Defense counsel (filed on November 8, 2023)	1.80
Draft Plaintiff's portion of Amended Joint Stipulation to Continue Defendant's Motion to Compel Arbitration; meet and confer with Defense counsel (filed on February 29, 2024)	0.50
Review Court's Order re Continuation of Defendant's Motion to Compel Arbitration; draft Notice of Entry of Judgment (filed on March 5, 2024)	0.90
Review the Court's Notice of Case Reassignment (filed on April 26, 2024)	0.40
Meet and confer with Defendant's Counsel and draft Plaintiff's portions of the Joint Notice of Settlement (filed on May 20, 2024)	0.90
Review the Court's Order re Compliance Hearing re Settlement (filed on May 30, 2024)	0.20
Meet and confer with Defendant's Counsel and draft Plaintiff's portions of the Joint Report for Compliance Hearing re Settlement (filed on July 15, 2024)	1.10

Review the Court's Minute Order (filed on November 13, 2024)	0.30
Meet and confer with Defendant's Counsel and draft Plaintiff's portions of the Joint Stipulation for Leave to File First Amended Complaint (filed on January 16, 2025)	1.70
Review Materials and Draft Plaintiff's First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on January 27, 2025)	4.30
Appearances	
Prepare for and Remotely Attend Compliance Hearing on re Status of Settlement (November 13, 2024)	1.20
Letters and Correspondence	
Draft Notice of California Labor and Workforce Development Agency re: Claims of Plaintiff under the Private Attorneys General Act (served on April 28, 2022)	2.10
Review Correspondence from Defense Counsel re Arbitration Agreement (served on December 20, 2022)	1.20
Draft Response Correspondence to Defense Counsel re Potential Mediation (served on February 9, 2023)	2.40
Draft Notice of California Labor and Workforce Development Agency re: Claims of Plaintiff under the Private Attorneys General Act (served on October 29, 2024)	1.80
Mediation/Settlement	
Meet and confer with Defense Counsel re potential for Mediation, potential Mediators, available dates for Mediation; rescheduling Mediation	5.80
Meet and confer with Defense Counsel re Mediation document production by Defendant	2.10

Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant, and Other Sources Prior to Mediation	12.50
Prepare for Mediation, Including Researching Settlement Related Issues and Merits of Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, and Performing Damages Analysis/Calculations	17.20
Attend Mediation Session (April 10, 2024, via ZoomVideo Conference)	11.20
Draft, Review, Revise, Negotiate, and Finalize PAGA Settlement Agreement (executed on January 31, 2025)	8.50
Coordinate Settlement Administration with potential Settlement Administrators	1.20
Law and Motion	
Review Defendant's Notice of Motion, Motion to Compel Arbitration and Stay or Dismiss Proceedings, Declarations of Alysia Arellano and Shaun Voigt in support thereof, [Proposed] Order granting Motion (served on February 28, 2023)	4.40
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees, Attorneys' Costs, Service Award, and Settlement Administration Costs, Declaration of Travis J. Maher in Support Thereof, Declaration of Plaintiff Blaine Nickson in Support Thereof, and [Proposed] Order and Judgment	19.40
Total Hours:	139.30

Exhibit 4

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Spry vs. JT-CGS Motors Inc. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
1/26/2022	U.S. Postmaster	Postage	\$7.38
4/28/2022	U.S. Postmaster	Postage	\$8.00
4/28/2022	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
7/28/2022	Legal Document Server, Inc.	Attorney Service	\$48.06
7/28/2022	Alameda Superior Court	Complaint Filing Fee	\$435.00
8/5/2022	ProLegal	Attorney Service	\$227.35
10/3/2022	Legal Document Server, Inc.	Attorney Service	\$18.70
11/23/2022	Legal Document Server, Inc.	Attorney Service	\$18.70
2/28/2023	Legal Document Server, Inc.	Attorney Service	\$18.70
3/7/2023	Alameda Superior Court	Document Download Fee	\$1.00
3/9/2023	Legal Document Server, Inc.	Attorney Service	\$28.83
3/9/2023	Alameda Superior Court	Jury Fee	\$150.00
4/14/2023	Legal Document Server, Inc.	Attorney Service	\$18.90
5/1/2023	Legal Document Server, Inc.	Attorney Service	\$18.90
5/17/2023	Legal Document Server, Inc.	Attorney Service	\$20.29
5/17/2023	Alameda Superior Court	Stipulation & Order Fee	\$20.00
5/22/2023	Legal Document Server, Inc.	Attorney Service	\$18.90
6/9/2023	Alameda Superior Court	Document Download Fee	\$1.00
6/20/2023	Legal Document Server, Inc.	Attorney Service	\$18.90
11/9/2023	Legal Document Server, Inc.	Attorney Service	\$20.29
11/9/2023	Alameda Superior Court	Stipulation & Order Fee	\$20.00
11/13/2023	ADR Services, Inc.	Mediation Fee	\$4,850.00
11/20/2023	Legal Document Server, Inc.	Attorney Service	\$18.90
2/29/2024	Legal Document Server, Inc.	Attorney Service	\$20.29
2/29/2024	Alameda Superior Court	Stipulation & Order Fee	\$20.00
3/14/2024	Legal Document Server, Inc.	Attorney Service	\$18.90
5/21/2024	Legal Document Server, Inc.	Attorney Service	\$18.90
7/15/2024	Legal Document Server, Inc.	Attorney Service	\$18.90
7/19/2024	Alameda Superior Court	Document Download Fee	\$3.00
10/30/2024	Legal Document Server, Inc.	Attorney Service	\$20.45
Total:			\$6,183.24