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9 Attorneys for Plaintiff,
10 CEOMARA SALAZAR

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

CEOMARA SALAZAR, an individual,

Plaintiff,

v.

ANDRADE FINANCIAL, a California
corporation; JOHN ANDRADE, an individual;
MICHELLE ANDRADE, an individual; and
DOES 1 through 20, inclusive;

Defendants.

Case No. 22STCV13812

[Hon. Stephanie M. Bowick; Dept. 19]

**PLAINTIFF CEOMARA SALAZAR'S
NOTICE OF MOTION AND UNOPPOSED
MOTION FOR COURT APPROVAL OF
PAGA SETTLEMENT; MEMORANDUM
OF POINTS AND AUTHORITIES;
DECLARATION OF SARKIS
SIRMABEKIAN**

*[Filed concurrently with Declaration of Sarkis
Sirmabekian in Support of Attorneys' Fees and
Costs; [Proposed] Order]*

Date: February 22, 2024

Time: 8:30 A.M.

Dept.: 19

RESERVATION ID: 750659859147

1 **TO THE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 PLEASE TAKE NOTICE that, on February 22, 2024, at 8:30 a.m. or as soon thereafter as
3 the matter may be heard in Department 19 of the Stanley Mosk Courthouse, located at 111 North
4 Hill Street, Los Angeles, California 90012, the Honorable Stephanie M. Bowick presiding, Plaintiff
5 CEOMARA SALAZAR (“Plaintiff”) will and hereby does apply for a Court order approving the
6 Private Attorneys General Act (“PAGA”) settlement in this matter.

7 The basis for this motion is that the Parties have reached and fully executed a settlement of
8 the above-entitled case which includes settlement of the PAGA claims. One aspect of Plaintiff’s
9 claim included a prayer for remedies under the PAGA. Pursuant to statute, settlement of PAGA
10 claims requires court approval. *See Labor Code section 2699(l)*. Thus, the Parties seek court
11 approval of the claim to PAGA penalties.

12 This motion is based on this notice, the memorandum of points and authorities, all the
13 declaration in support filed concurrently, and all exhibits attached thereto, as well as all records on
14 file with this Court and the argument that is presented at the time of the hearing.

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16 DATED: January 23, 2024

SIRMABEKIAN LAW FIRM

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18 By: _____
19 Sarkis Sirmabekian, Esq.
20 Grigor Gregg Sirmabekian, Esq.
21 Attorneys for Plaintiff
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 On April 26, 2022, Plaintiff CEOMARA SALAZAR (“Plaintiff”) filed a Complaint against
4 Defendants ANDRADE FINANCIAL, JOHN ANDRADE, MICHELLE ANDRADE, and DOES 1
5 through 20, inclusive (collectively “Defendants”) for wage and hour violations under the California
6 Labor Code. *See Declaration of Sarkis Sirmabekian* ¶2. (“*Sirmabekian Decl.*”)

7 On May 5, 2022, Plaintiff filed with the Labor and Workforce Development Agency
8 (“LWDA”) the PAGA Notice Letter for alleged violations of the California Labor Code and
9 violations of the State’s Private Attorneys’ General Act, California Labor Code § 2698 *et seq.*,
10 (“PAGA” or the “PAGA Claim”) and concurrently therewith, a copy of Plaintiff’s PAGA Notice
11 Letter was served via certified mail to Defendants in this action. *Sirmabekian Decl.* ¶3. Attached to
12 the Declaration of Sarkis Sirmabekian, Esq. as “**EXHIBIT 1**” is a true and correct copy of Plaintiff’s
13 PAGA Notice Letter.

14 Pursuant to *Labor Code* §2698.3(a)(2), a PAGA Plaintiff is required to wait 65-days to allow
15 the LWDA to decide whether they shall investigate and/or handle the matter and §2698.3(a)(2)(A)
16 specifically authorizes the PAGA Plaintiff to pursue the PAGA action after 65-days has elapsed
17 without hearing from the LWDA. Here, after waiting 65-days the LWDA at no time notified PAGA
18 Plaintiff or his counsel that they intend to investigate or handle the matters involved in Plaintiff’s
19 PAGA Notice. A true and correct copy of Plaintiff’s PAGA Notice Letter was also attached with
20 Plaintiff’s operative Complaint in this action as Exhibit A thereto. To date, the LWDA has taken no
21 action against Defendants on the PAGA Notice, has not investigated and has not issued any citations
22 against Defendants on the PAGA Notice and the LWDA has not notified the Parties regarding any
23 intention to investigate, consistent with *Labor Code* section 2699.3 (2) (A) or (2) (B). *Id.*
24 *Sirmabekian Decl.* ¶4.

25 Under *Labor Code* section 2699(l) “[t]he Superior Court shall review and approve any
26 penalties sought” as part of the resolution of a case that involved PAGA claims.” *Labor Code* §
27 2699(l). Pursuant to *Labor Code* section 2699(l)(2), a copy of Plaintiff’s Unopposed PAGA
28 Approval Motion moving papers, which includes a copy of the Parties’ PAGA Settlement

1 Agreement document, was concurrently filed/served to the LWDA at the time of filing with the
2 Court, per the enclosed proof of service. *Id.* ¶5.

3
4 **Settlement Agreement:**

5 On or about June 12, 2023, the Parties entered into a PAGA Settlement Agreement (“PAGA
6 SETTLEMENT”) which is conditioned upon court approval of the PAGA settlement. A true and
7 correct copy of the PAGA SETTLEMENT may be found attached as “**EXHIBIT 2**” of the
8 Declaration of Sarkis Sirmabekian, Esq.

9
10 **II. ARGUMENT**

11 **A. THE COURT SHOULD APPROVE THE PROPOSED SETTLEMENT OF**
12 **THE PAGA PORTION OF THIS CASE.**

13 **1. The Court’s duty to review and approve any settlement of PAGA penalties.**

14 PAGA permits an aggrieved employee to sue an employer for civil penalties associated with
15 the employer’s violation of various California Labor Code provisions. *Labor Code section 2699(a)*.
16 Pursuant to the statute, of the amount paid to settle a claim for PAGA penalties, twenty five percent
17 (25%) is payable to the employee prosecuting the action and seventy-five percent (75%) is payable
18 to the California Labor and Workforce Development Agency (“LWDA”). *Labor Code section*
19 *2699(i)*. Under *Labor Code section 2699(l)*, “[t]he Superior Court shall review and approve any
20 penalties sought” as part of the resolution of a case that involved PAGA claims.” *Labor Code*
21 *section 2699(l)*.

22 The Senate Daily Journal for the 2003-2004 Regular Session, pages 4754-55 contained the
23 following letter dated July 29, 2004, from Senator Joseph L. Dunn, regarding the intent of the
24 PAGA: “The purpose of the court review of penalties in subdivision (l) is to ensure that settlements
25 involving penalties arising under *Labor Code Section 2699* do not undercut the dual statutory
26 purposes of punishment and deterrence, or result in unjust, arbitrary and oppressive, or confiscatory
27 settlements.”

28 **2. The Court should approve the proposed settlement of the PAGA penalties**

1 **because the settlement is fair and reasonable under the circumstances of this**
2 **case.**

3 Here, PAGA counsel reviewed a sampling of time and pay records for 11 Aggrieved
4 Employees. Based on the data produced pursuant to informal discovery, as well as PAGA Counsel's
5 own independent investigation, PAGA Counsel believes that the settlement with Defendant for the
6 consideration and on the terms set forth in the PAGA Settlement Agreement is fair, reasonable, and
7 adequate and is in the best interest of the PAGA Members in light of all known facts and
8 circumstances, including the risk of significant delay and uncertainty associated with litigation,
9 various defenses asserted by Defendant, the risk of not prevailing at trial, and numerous potential
10 appellate issues, etc. Based on careful consideration of the strengths and weakness of this action, the
11 Parties firmly believes that this Settlement is fair and reasonable for Plaintiff, the PAGA workforce,
12 and the LWDA.

13 **The civil penalties are fair, genuine and meaningful in light of the purpose and public policies**
14 **underlying the PAGA:**

15 Of the \$10,000 allocated to the PAGA Settlement, no more than \$3,333.33 shall be paid to
16 Plaintiff's counsel for reasonable attorney's fees, \$1,500.00 shall be paid to Plaintiff's counsel for
17 reasonable costs, and \$2,500.00 (pending approval) shall be for administering the PAGA Settlement
18 (locating and mailing PAGA checks to the other PAGA class members). This leaves \$2,666.67 to be
19 split (75% to the LWDA and 25% to the PAGA class employees) with \$2,000.03 paid to the LWDA
20 and \$666.67 to be the PAGA class members.

21 The strength of Plaintiff's PAGA claim is balanced by the fact that liability is contested,
22 Defendants are represented by talented counsel who are prepared to zealously litigate this case, and
23 there is no way to determine what would transpire at trial. In addition, the state of the law regarding
24 PAGA liability continues to evolve, and there could be further changes that could have a detrimental
25 impact on the viability of Plaintiff's PAGA claim prior to trial. *See ZB, N.A. v. Superior Court of*
26 *San Diego Cty.*, No. S246711, 2019 WL 4309684, Cal. Sept. 12, 2019. In addition to the risks
27 presented by pursuing this matter to trial, there is also the likelihood that the non-prevailing party
28 would appeal any judgment rendered at trial. The Settlement is also in the best interest of judicial

1 efficiency in this case, as it would eliminate a complex representative action, which also alleges
2 individual claims, from this Court's calendar. (*Id.*) Therefore, based on the aforementioned reasons,
3 the global Settlement presented is fair and reasonable for Plaintiff, the PAGA workforce, and the
4 LWDA.

5 This proposed resolution of the alleged PAGA remedies is fair and reasonable given the facts
6 that:

- 7 a. The core claim asserted by the Plaintiff is independent of any PAGA remedies
8 (*Sirmabekian Decl.* ¶¶2 - 3);
- 9 b. This was not a case where the PAGA penalties represent a significant portion of
10 the amount of damage in dispute. Rather, Plaintiff alleged numerous individual
11 wage and hour claims such as for unpaid wages, rest and meal break premiums,
12 failure to furnish accurate wage and hour statements, failure to pay wages, upon
13 discharge, failure to indemnify and illegal deductions from wages, etc., and for
14 statutory attorney's fees. (*Sirmabekian Decl.* ¶2);
- 15 c. A primary claim in this case is for meal and rest break violations, however
16 Defendant contended it had a written meal and rest break policy that is California
17 compliant. Additionally, Plaintiff understands that establishing break violations
18 under the Labor Code may require the presentation of highly individualized
19 evidence/testimony to establish the reason for any violations.
- 20 d. Defendant has only 11 current and former employees in the PAGA Period. The
21 release for those 11 employees will be limited only to claims for PAGA penalties.
22 Those employees will not relinquish any other individual claims they may have.
23 Nothing here shall be construed as an admission that any employee has any valid
24 individual claim against Defendant.
- 25 e. Plaintiff is mindful of the risks involved with pursuing claims against Defendant,
26 the economic future of which is uncertain. Plaintiff, the LWDA, and the
27 aggrieved employees gain much value from settling these PAGA claims for
28 \$10,000 for 11 employees, which will result in fair distributions considering the

1 risks. Plaintiff notes that the settlement terms should be viewed in light of their
2 potential to deter inadequate labor practices, and that the primary purpose of the
3 statutes is not to reimburse employees: “The purpose of the court review of
4 penalties in subdivision (l) is to ensure that settlements involving penalties arising
5 under Labor Code Section 2699 do not undercut the dual statutory purposes of
6 punishment and deterrence, or result in unjust, arbitrary and oppressive, or
7 confiscatory settlements.”

8 f. "The California Private Attorney General Act (“PAGA”) fundamentally serves to
9 deter employers from violating labor laws. As underscored by the decisions in
10 *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) and *Arias v. Superior*
11 *Court* (2009), PAGA essentially deputizes aggrieved employees as private
12 attorneys general to recover civil penalties on behalf of the State, most of which
13 would flow to the state rather than the affected employees. Hence, the focus is not
14 on direct employee compensation, but on deterring labor law violations.

15 g. The California Supreme Court in *Kim v. Reins International California, Inc.*
16 (2020) reaffirmed this understanding. It emphasized that the individual, as an
17 agent of the state, prosecutes the action against the employer for civil penalties
18 stemming from Labor Code violations, which predominantly benefits the state.
19 This further underscores the statute's primary goal as deterrence, not direct
20 employee compensation.

21 h. Defendant shall separately pay \$40,000.00 to Plaintiff Salazar, in exchange for
22 Plaintiff's: (i) release of her individual claims in the Action, and (ii) complete and
23 general release and waiver of known and unknown claims under Civil Code
24 section 1542, except as may be prohibited by law, such as claims for workers'
25 compensation benefits. Plaintiff estimates the total costs (individual and PAGA)
26 of this case to date at \$6,512.61. Plaintiff will be responsible for 77% of those
27 total cost (approximately \$5,012.61), which is reasonably proportionate to her
28 individual settlement portion of the Settlement. This will leave approximately

1 \$1,500.00 (23%) in costs to be allocated from the PGSA.

2 Moreover, a trial court does not abuse its discretion in approving the settlement of a case
3 involving PAGA claims even when the settlement allocates none of the settlement payment to
4 PAGA claims. *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576, 589. Nordstrom was a
5 putative wage and hour class action in which the employer agreed to pay up millions in cash plus
6 another \$2.5 million in merchandise vouchers to settle all claims (including PAGA claims).
7 *Nordstrom*, 186 Cal.App.4th at 580. Certain class members objected to the settlement released those
8 claims without any consideration paid to the LWDA pursuant to them. *Id.* at 589. On Appeal, the
9 appellate court held that the trial court did not abuse its discretion in approving the class settlement
10 even though it released PAGA claims without any money paid to the LWDA for those claims. *Ibid.*
11 (“We find no abuse of discretion in the trial court’s approval of the settlement agreement containing
12 these terms,” even though the agreement released PAGA claims without any consideration paid to
13 the LWDA for those releases).

14 Here, the parties have allocated a reasonable sum of \$10,000 to the PAGA claim to resolve
15 the PAGA claim. Under the circumstances of this case, this is a fair and reasonable allocation. Thus,
16 the parties request that the Court approve this aspect of the settlement.

17 **3. The Risk, Expense, Complexity, and Likely Duration of Further Litigation**

18 The Parties considered a number of risk factors in this action in determining what an
19 acceptable settlement would be after Defendants produced the core timekeeping and payroll
20 documents during settlement negotiations. Although Plaintiff’s counsel believes it is unlikely,
21 Plaintiff faces the potential risk of an adverse ruling at trial and being bound by a decision that
22 awards no penalties on the many claimed violations in light of the representative sample of records
23 Defendants shared with Plaintiff for mediation, which Plaintiff’s counsel reviewed. Upon review,
24 Plaintiff’s counsel found that the records evidenced that Andrade Financial used an electronic
25 timekeeping system and payroll system at all times during the PAGA Period, and Plaintiff’s counsel
26 further believes (without conceding or admitting Defendants’ defenses) that Defendants could assert
27 that Andrade Financial’s electronic timekeeping and payroll systems substantially complied with
28 Andrade Financial’s duties to maintain accurate time records. Conversely, Defendant faces

1 substantial risk and liability if Plaintiff and the Aggrieved Employees are able to prove the
2 underlying violations under the Labor Code, leading to civil penalty liability under PAGA.

3 **4. The PAGA Settlement Furthers the Purposes of the PAGA.**

4 Finally, the Court should not place undue emphasis on the amount of the PAGA allocation
5 since PAGA does not require this focus and, as amended in July 2016, the statute expressly
6 contemplates the possibility of approval with no penalty payments.

7 The LWDA has the discretion not to assess penalties in favor of other enforcement
8 proprieties. *Scharwartz v. Poizner* (2010) 187 Cal.App.4th 592, 615 [an agency's decision not to
9 prosecute or enforce, whether through civil or criminal process, is a decision generally committed to
10 the agency's absolute discretion"]. The PAGA statute grants this Court the same discretion. *See Lab.*
11 *Code section 2699(e)(2).*

12 Moreover, some of the top enforcement proprieties of the LWDA are "to vigorously enforce
13 minimum labor standards in order to ensure employees are not required or permitted to work under
14 substandard unlawful conditions..." and "to protect employers who comply with the law from those
15 who attempt to gain a competitive advantage at the expense of their workers by failing to comply
16 with minimum labor standards." Lab. Code section 90.5(a). The priorities include ensuring that
17 overtime compensation is paid and that unlawful pay practices stop. See Lab. Code sections 1193.5
18 and 1194.5 [referenced in the enforcement proprieties set forth in Labor Code section 90.5(b)].

19 Here, the PAGA SETTLEMENT furthers the LWDA's enforcement of these priorities.
20 Hence, the PAGA settlement payment contributes to the enforcement of the Labor Code and should
21 therefore be approved under PAGA.

22 **B. DEFENDANT DISPUTES LIABILITY FOR THE ALLEGATIONS** 23 **UNDERLYING THE PAGA CLAIMS ALLEGED IN THE COMPLAINT**

24 Defendants dispute Plaintiff's PAGA claims and denies all liability. In particular, Defendants
25 will argue that Andrade Financial is a small business office environment, with a compliant meal and
26 rest period policy, in which employees are afforded the ability to take their meal periods and rest
27 periods independently without interference. Moreover, Defendants will argue that Andrade Financial
28 utilized electronic timekeeping and payroll systems, which accurately track and pay for employees'

1 time worked and which substantially comply with Andrade Financial's duties to maintain accurate
2 records. Moreover, Defendants John Andrade and Michelle Andrade contend that they, as
3 individuals, are not Plaintiff or the aggrieved employees' legal employers and are not liable for
4 PAGA penalties.

5 While not conceding the strength or validity of Defendants' defenses, Plaintiff acknowledges
6 that these factors are a real litigation risk to the likelihood of Plaintiff's recovery of PAGA penalties
7 as well as the amount of penalties that may be assessed in reality.

9 **C. ATTORNEYS' FEES AND COSTS INCURRED ARE REASONABLE**

10 **1. Attorneys' fees**

11 Per the concurrently filed Declaration of Sarkis Sirmabekian in support of Attorneys' Fees
12 and Costs document, Plaintiff's counsel has spent 56.8 hours performing tasks on behalf of Plaintiff
13 as of the filing of this motion. Work done by Plaintiff's counsel commenced with the pre-filing case
14 analysis and research since retaining Plaintiff in or around April 2019, continued through Settlement
15 in June 2023, and will continue until the conclusion of this matter. Plaintiff's attorney's lodestar
16 does not include preparing for or attending the Motion for PAGA Approval hearing or continuing to
17 keep in contact with the Claims Administrator to ensure proper administration of settlement checks.
18 Plaintiff's counsel believes that his hourly rate of \$650.00/hr. is comparable to the rates requested by
19 and awarded to other plaintiffs' attorneys with similar experience, background and levels of success
20 achieved in prosecuting similar types of class actions, and Plaintiff's counsel has been approved at
21 that rate in other complex cases. *See Sirmabekian Attorneys' Fees and Costs Declaration.*

22 **2. Costs**

23 Plaintiff's counsel's firm has incurred \$6,512.61 in costs, and an itemized list of those
24 incurred costs is attached to "EXHIBIT 3" of the Declaration of Sarkis Sirmabekian below. These
25 costs include filing, mediation and other miscellaneous fees incurred so far by Plaintiff's counsel's
26 firm. *See Sirmabekian Attorneys' Fees and Costs Declaration.*

27 **III. CONCLUSION**

28 Based on the foregoing, the Parties respectfully request that the Court grant the Parties' joint

1 request for approval of the PAGA settlement.

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4 DATED: January 23, 2024

Respectfully submitted,

SIRMABEKIAN LAW FIRM, PC

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7 By: 

Sarkis Sirmabekian, Esq.

Attorney for Plaintiff

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1. That I am an attorney at law, duly licensed to practice before all courts of the State of California. I am the attorney representing Plaintiff CEOMARA SALAZAR (“Plaintiff”) in this action. In that capacity, I am familiar with the day-to-day handling of this matter. If called upon to testify, I could and would competently attest to the following, which is submitted of my own personal knowledge, except as to those matters that are stated upon information and belief.

- a. Failure to Pay Minimum Wage (Cal. Lab. Code section 1197);
- b. Failure to Compensate for all Hours Worked (Cal. Lav. Code section 1198);
- c. Failure to Pay Overtime Compensation (Cal. Lab. Code section 1198);
- d. Failure to Pay Rest Period Compensation (Cal. Lab. Code section 226.7);
- e. Failure to Pay Meal Period Compensation (Cal. Lab. Code section 226.7);
- f. Failure to Furnish Accurate Wage and Hour Statements (Cal. Lab. Code section 226);
- g. Failure to Pay Wages Upon Discharge (Cal. Lab. Code section 201);
- h. Statutory Penalties (Cal. Lab. Code sections 203 and 558);
- i. Failure to Indemnify and Illegal Deductions from Wages (Cal. Lab. Code section 2802);
- j. Violations of California's Unfair Competition Act (Bus. & Prof. Code §17200 *et seq.*);

and

- k. Violation of the Private Attorneys General Act of 2004, Cal. Lab. Code §2698 *et seq.*

3. On May 5, 2022, Plaintiff filed with the Labor and Workforce Development Agency (“LWDA”) the PAGA Notice Letter for alleged violations of the California Labor Code and violations of the State’s Private Attorneys’ General Act, California Labor Code § 2698 et seq.,

1 (“PAGA” or the “PAGA Claim”) and concurrently therewith, a copy of Plaintiff’s PAGA Notice
2 Letter was served via certified mail to Defendants in this action. Attached hereto as “**EXHIBIT 1**” is
3 a true and correct copy of Plaintiff’s PAGA Notice Letter.

4 4. Pursuant to *Labor Code §2698.3(a)(2)*, a PAGA Plaintiff is required to wait 65-days
5 to allow the LWDA to decide whether they shall investigate and/or handle the matter and
6 §2698.3(a)(2)(A) specifically authorizes the PAGA Plaintiff to pursue the PAGA action after 65-
7 days has elapsed without hearing from the LWDA. Here, after waiting 65-days the LWDA at no
8 time notified PAGA Plaintiff or his counsel that they intend to investigate or handle the matters
9 involved in Plaintiff’s PAGA Notice. A true and correct copy of Plaintiff’s PAGA Notice Letter
10 was also attached with Plaintiff’s operative Complaint in this action as Exhibit A thereto. *Id.* To
11 date, the LWDA has taken no action against Defendants on the PAGA Notice, has not investigated
12 and has not issued any citations against Defendants on the PAGA Notice and the LWDA has not
13 notified the Parties regarding any intention to investigate, consistent with Labor Code section 2699.3
14 (2)(A) or (2)(B).

15 5. Under Labor Code section 2699(l) “[t]he Superior Court shall review and approve
16 any penalties sought” as part of the resolution of a case that involved PAGA claims.” Labor Code §
17 2699(l). Pursuant to Labor Code section 2699(l)(2), a copy of Plaintiff’s Unopposed PAGA
18 Approval Motion moving papers, which includes a copy of the Parties’ PAGA Settlement
19 Agreement document, was concurrently filed/served to the LWDA at the time of filing with the
20 Court, per the enclosed proof of service.

21 6. On or about June 12, 2023, the Parties entered into a PAGA Settlement Agreement
22 (“PAGA SETTLEMENT”) which is conditioned upon court approval of the PAGA settlement.
23 Attached hereto as “**EXHIBIT 2**” is a true and correct copy of the Settlement Agreement.

24 7. By this motion, the Parties requests a Court Order approving the terms of the PAGA
25 Settlement and the dismissal all PAGA claims with prejudice (operative Complaint cause of action
26 eleven (11)). Defendants do not oppose this motion.

27 8. I reviewed a sample of time and pay records provided to me by Defendants in
28 connection with the mediation. These records evidence that Andrade Financial used an electronic

1 timekeeping system to maintain time and an electronic payroll system to pay on the timekeeping. I
2 do not concede any claims or arguments Defendants may make in this litigation, but based on my
3 review, I believe Defendants could argue that Andrade Financial substantially complied with its
4 duties to maintain accurate time and pay records and that this is a valid litigation risk.

5 9. I have been involved with this litigation since its inception and have personal
6 knowledge of all the matters set forth herein, and if called upon, I could and would testify to the
7 following:

8 10. All of the factual representations made in the accompanying Plaintiff's Motion for
9 Court Approval of PAGA Settlement ("Motion") are true to the best of my knowledge, and I am
10 providing this declaration in support thereof.

11 11. I am the founder and lead attorney at Sirmabekian Law Firm, PC. I prosecuted this
12 lawsuit from its inception. I assisted in drafting the complaint and filing the lawsuit, prosecuting it
13 and reaching the settlement with Defendants ANDRADE FINANCIAL, JOHN ANDRADE, and
14 MICHELLE ANDRADE (collectively "Defendant") ("Settlement Agreement" or "Settlement").

15 12. I combined my experience and skill to investigate, bring and litigate this matter to a
16 successful conclusion. By the time the Settlement was reached, I had conducted a significant amount
17 of work to sufficiently assess the strengths and weaknesses of the PAGA representative claims. I
18 have significant experience in the handling of PAGA actions and complex litigation matters. This
19 includes the full extent of resources necessary to accomplish the various goals of discovery,
20 contacting and communicating with Plaintiff, analyzing voluminous employment records and data,
21 including time sheets, and wage statements and preparing for the settlement negotiations and
22 mediation.

23 13. Throughout this litigation, I have worked to avoid unnecessary duplication of efforts.
24 I have actively litigated this case, including attending in-person and telephonic client meetings;
25 conducting discovery; conducting legal research and factual investigation; analyzing voluminous
26 records produced in this case; participating in case strategy and analysis; drafting, reviewing, and
27 revising pleadings; reviewing informal discovery; and preparing for and attending court proceedings
28 and mediation.

1 14. I have spent 56.8 hours performing tasks on behalf of Plaintiff as of the filing of this
2 declaration. My work commenced with the pre-filing case analysis and research since retaining
3 Plaintiff in or around April 2019, continued through Settlement in June 2023, and will continue until
4 the conclusion of this matter. My work, detailed in the attached chart, has been necessary to
5 successfully conclude this matter. The attached chart does not include preparing for or attending the
6 Motion for PAGA Approval hearing or continuing to keep in contact with the Claims Administrator
7 to ensure proper administration of settlement checks.

8 15. The required skills and experience necessary to properly litigate this case is evident
9 not only in the results achieved, but also in the steps undertaken to achieve those results. Defendant
10 retained well-respected counsel to represent their defenses and denied liability. Specifically,
11 Defendant denied that it violated any wage and hour laws, as alleged, and claimed that they had no
12 liability whatsoever in this matter.

13 16. I have been practicing law for over twelve (12) years and I have represented many
14 employees in employment-related disputes in the past. I started my own practice immediately after
15 being admitted to The State Bar of California in December 2011. I have prosecuted employment law
16 claims on behalf of Plaintiffs against many large and mid-sized private companies in employment-
17 related disputes, including complex matters such as PAGA and collective actions.

18 17. I believe that my hourly rate of \$650.00/hr. is comparable to the rates requested by
19 and awarded to other plaintiffs' attorneys with similar experience, background and levels of success
20 achieved in prosecuting similar types of class actions, and I've been approved at that rate in other
21 complex cases.

22 18. I am a graduate of La Verne Law School and I obtained my undergraduate degree
23 from UCLA. I have never been charged with attorney misconduct or subjected to any disciplinary
24 proceedings in any court in which I have practiced. I entered private practice of law in 2011 in
25 California. I primarily handle employment law cases. I presently handle only employment law cases
26 in litigation; many of those cases are wage and hour class actions in which I am lead counsel or co-
27 counsel.

28 19. I undertook extensive pre-litigation investigation, analysis, and research and then

1 ramped up efforts during litigation to get this matter into mediation. Because private resolution was
2 not a certainty at mediation, I took steps to prepare the case for the possibility of trial and had every
3 intention of taking this case to trial on a representative basis if Defendants did not offer an
4 appropriate settlement.

5 20. My firm has incurred \$6,512.61 in costs, \$1,500.00 reasonably attributable to the
6 PAGA claims, and an itemized list of those incurred costs is attached hereto as “**EXHIBIT 3.**”
7 These costs include filing, mediation and other miscellaneous fees incurred so far by my firm.

8 I declare under the penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct. Executed on January 23, 2024, in Los Angeles, California.

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EXHIBIT 1



SIRMABEKIAN
LAW FIRM

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May 5, 2022

ANDRADE FINANCIAL
a California Corporation
2060 E Route 66 #101
Glendora, California 91740

via U.S. Certified Mail

JOHN ANDRADE
an individual
1159 Larsen Ct
San Dimas, California 91773

via U.S. Certified Mail

MICHELLE ANDRADE
an individual
1159 Larsen Ct
San Dimas, California 91773

via U.S. Certified Mail

Labor and Workforce Development Agency
("LWDA")
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

filed online at
<http://www.dir.ca.gov/>

RE: CEOMARA SALAZAR'S Notice of Labor Code Violations Pursuant to California Labor Code Section 2699 *et seq.* ("PAGA")

Dear Sir or Madam:

Please be advised that CEOMARA SALAZAR (hereinafter "Plaintiff") has retained the Sirmabekian Law Firm, PC to represent her and other aggrieved employees for various California Labor Code violations including wage and hour claims against ANDRADE FINANCIAL, JOHN ANDRADE, and MICHELLE ANDRADE (hereafter referred to as "Employer," "Defendants," or "You" and/or referred to with "Your" and "Yours", and "EMPLOYER" or "DEFENDANTS").

EMPLOYER is hereby on notice that Plaintiff seeks compensation and all other available relief. Pursuant to the procedures specified in California *Labor Code Section 2699.3*, Plaintiff claims that EMPLOYER has violated, and/or caused to be violated, several Labor Code provisions, and is therefore liable for civil penalties under California *Labor Code 2698 et seq.*

The scope of this PAGA letter is intended to include Plaintiff and all other aggrieved employees of all positions against whom the below labor law violations have been committed. The scope includes each employee of each employer named above, whether or not such employee was also employed by any of the remaining employers. Plaintiff (and other aggrieved employees) engaged in working at Defendants' real estate and financial services business. Defendants managed operations of the business, including Plaintiff's and others employees' wages and work conditions. Defendants controlled the employment of Plaintiff and other employees.

Defendant ANDRADE FINANCIAL is a business providing real estate and financial services in California, with its principal office and mailing address located at 2060 E. Route 66, #101, Glendora, California 91740. Defendant JOHN ANDRADE is a principal, president, chief executive officer, a director, and agent for service of process for Defendant ANDRADE FINANCIAL, and Defendant MICHELLE ANDRADE is a secretary, chief financial officer, and a director for Defendant ANDRADE FINANCIAL.

The term "aggrieved employees" is broadly defined as all employees of either Defendant, regardless of exempt or non-exempt status, and regardless of whether such employee was also employed by the remaining Defendant. All employees are included in this definition, including positions other than that of Plaintiff.

Defendants currently employ Plaintiff and have employed Plaintiff as an assistant since approximately 2017. Below are facts supporting allegations of Defendants' labor code violations against Plaintiff and other employees:

- During the earlier years, Plaintiff received approximately 30 hours of pay per week by check, and the rest outside of payroll. Although the pay methods have changed, Defendants continue to engage in numerous Labor Law violations as outlined in this complaint;
- Defendants paid commissions separately from Plaintiff's hourly pay, e.g., Plaintiff would receive two separate pay stubs for the same pay period. Plaintiff's overtime rate would fail to incorporate the amount of bonus pay, but instead was paid at 1.5 times Plaintiff's base rate of pay. In other words, Defendants miscalculated Plaintiff and other employees' regular rate of pay for overtime purposes;
- Additionally, the subject wage statements were all inaccurate as they failed to accurately reflect, among other things, "gross wages earned", "net wages earned", "all applicable hourly rates", and "all deductions" as required by *Labor Code 226*;
- Defendants deprived employees of rest breaks and failed to compensate employees for break premiums. Employees would also be deprived of meal breaks, as the work often required employees to skip meal breaks, take them late, or take them at the employees' desks. Plaintiff was also forced to clock out for breaks irrespective of whether Plaintiff took them;
- Plaintiff alleges that Defendants failed to accurately keep track of employees pay, and timesheets were often shorted, or rounded to the detriment of employees;

- Defendants deprived Plaintiff and others from sick leave pay per *Labor Code section 246*. For example, in the pay period ending August 15, 2021, Plaintiff took two sick days but was not compensated;
- Defendants began offering employees vacation pay in 2021 but failed to properly track vacation pay earned, thereby depriving employees of their vested wages;
- Plaintiff alleges that Plaintiff would receive phone calls or texts while off the clock, and was not compensated for her time or the use of her personal cell phone;

EMPLOYER deprived Plaintiff and other aggrieved employees of certain protections of the Industrial Welfare Commission Orders, including overtime pay, minimum wage, meal and rest periods, and sick pay and failure to reimburse under Labor Code 2802, among numerous other California Labor Code violations. Many other aggrieved employees were also treated as exempt from those protections.

Plaintiff and other aggrieved employees primarily engage(d) in duties that failed to meet the requirements of the various exemptions. They lacked the requisite discretion and independent judgment required by the labor code and the IWC Orders (without limitation) to qualify as exempt from various labor law protections. By misclassifying aggrieved employees, EMPLOYER deprived them of many protections.

Unlawful Failure to Pay Overtime

EMPLOYER fails to maintain a policy that compensates Plaintiff and other employees for all hours worked, including overtime. Specifically, EMPLOYER only pays employees for the majority of time that they spend at work. Many employees, including Plaintiff, routinely worked work over eight (8) hours per day and/or forty (40) hours per week but are not paid one and one-half their regular rate of pay for overtime work. Here, Defendants paid commissions separately from Plaintiff's hourly pay, e.g., Plaintiff would receive two separate pay stubs for the same pay period. Plaintiff's overtime rate would fail to incorporate the amount of bonus pay, but instead was paid at 1.5 times her base rate of pay. In other words, Defendants miscalculated Plaintiff and other employees' regular rate of pay for overtime purposes. As a result of violations of California Labor Code §§ 510, 1194, and applicable Industrial Welfare Commission Wage Orders for failure to pay overtime, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Provide Unpaid Balance of Full Amount of Overtime Compensation

As described above, EMPLOYER has required employees to work hours in excess of eight hours in a day and forty hours in a week as a result of working their regular shifts, but EMPLOYER has not paid these employees overtime compensation. As a result, Plaintiff and other employees have been denied "the unpaid balance of the full amount of this ... overtime compensation" as required by California Labor Code § 1194, and EMPLOYER is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Unlawful Failure to Pay Minimum Wage

EMPLOYER has failed to maintain a policy that compensates Plaintiff and other employees an amount equal to or greater than the minimum wage for all hours worked, as required by California Labor Code §§ 1194, 1197, 1197.1 and applicable Industrial Welfare Commission Wage Orders. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. EMPLOYER did not compensate Plaintiff and other employees for time spent working off the clock. Here, Plaintiff would receive phone calls or texts while off the clock, and was not compensated for her time. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and applicable Industrial Welfare Commission Wage Orders, for failure to pay minimum wage, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

EMPLOYER has failed to maintain a policy that provides Plaintiff and other employees with off-duty meal periods as required by California law. Plaintiff and similarly situated employees regularly worked in excess of five (5) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and applicable Industrial Welfare Commission Wage Orders. EMPLOYER failed to pay Plaintiff and other employees the premium compensation mandated by Labor Code § 226.7(b) for these missed meal periods. They would be required to work through their meal breaks, or take short meal breaks, and no premium compensation was provided. Many employees, including Plaintiff, were forced to skip or take untimely breaks without appropriate compensation. Here, Defendants deprived employees of their meal breaks, as the work often required employees to skip meal breaks, take them late, or take them at the employees' desks. Plaintiff was also forced to clock out for breaks irrespective of whether she took them or not. As a result of violations of California Labor Code §§ 226.7 and 512 and applicable Industrial Welfare Commission Wage Orders, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

EMPLOYER has failed to maintain a policy that provides Plaintiff and other employees with off-duty rest periods as required by California law. Plaintiff and other employees regularly worked in excess of 3.5 hours or major fraction thereof during work days without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512 and applicable Wage Orders. EMPLOYER failed to pay Plaintiff and other employees the premium compensation mandated by Labor Code § 226.7(b) for these missed rest periods. Many employees, including Plaintiff, were forced to skip or take untimely rest breaks without appropriate compensation. Here, Defendants deprived employees of rest breaks and failed to compensate them for break premiums. Plaintiff was also forced to clock out for rest breaks irrespective of whether she took them or not. As a result of violations of California Labor Code §§ 226.7, 512 and applicable Industrial Welfare Commission Wage Orders, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 *et seq.*

Unlawful Failure to Reimburse Expenses

EMPLOYER has failed to indemnify Plaintiff and other employees for all necessary expenditures or losses incurred by Plaintiff. EMPLOYER did not reimburse Plaintiff for various work-related expenses. California Labor Code § 2802 requires the employer to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge their duties. Here, Plaintiff would receive phone calls or texts while off the clock, and was not compensated for the use of her personal cell phone. As a result of violations of California Labor Code § 2802, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558, 2802 and 2698 *et seq.*

Unlawful Failure to Furnish Wage Statements

EMPLOYER has violated California Labor Code § 226(a) by willfully failing to furnish Plaintiff and other employees with required wage statement information. As a result of violations of California Labor Code § 226(a), EMPLOYER is liable for civil penalties pursuant to California Labor Code Labor Code §§ 226.3 and 2698 *et seq.*

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of her or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of her or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

Plaintiff and others were deprived of wage statements altogether, or various necessary items of information such as total hours worked, applicable hourly rates, and the employers' address. Moreover, EMPLOYER's employees' work hours, overtime time hours and pay, missed rest or meal break premiums, wages, without limitation, were misreported on their wage statements. Here, the subject wage statements were all inaccurate as they failed to accurately reflect, among other things, "gross wages earned," "net wages earned," "all applicable hourly rates," and "all deductions" as required by California Labor Code § 226. As a result of violations of California Labor Code § 226(a), EMPLOYER is liable for civil penalties pursuant to California Labor Code Labor Code §§

226.3 and 2698 *et seq.*

Unlawful Failure to Keep Accurate Payroll Records of Daily Hours Worked

EMPLOYER has failed to keep payroll records showing total hours worked and wages paid to Plaintiff and other employees. Under California Labor Code § 1174(d), employers must keep “payroll records showing the hours worked daily by and the wages paid to ... employees ““ Because EMPLOYER did not keep complete and accurate time records reflecting hours worked for Plaintiff and other employees, including, but not limited to, beginning work prior to the start of their shifts, working after the end of their shifts, and missed/short/late rest and meal breaks, it is liable for civil penalties pursuant to California Labor Code §2698 *et seq.* Section 6 or 7 of the applicable wage order requires the recording of this time. EMPLOYER would not keep track of action time. Instead, Defendants failed to keep accurately keep track of employees’ pay, and timesheets were often shorted or rounded to the detriment of the employees. Not only that, Defendants deprived Plaintiff and others from sick leave pay per California Labor Code § 246. For example, in the pay period ending 8/15/2022, Plaintiff took two sick days but was not compensated for the same. In addition, Defendants, when they began offering employees vacation pay in 2021, failed to properly track vacation pay earned, thereby depriving employees of their vested wages. To the extent that EMPLOYER’s failure to keep accurate payroll records was willful, it is liable for civil penalties under California Labor Code § 1174.5.

Unlawful Violation of California Labor Code § 1199

Under California Labor Code §§ 1199(a) and (c) and 2699.5 *et seq.*, an employer who “requires or causes any employee to work for longer hours than those fixed” or “violates or refuses or neglects to comply with any provision of” the Labor Code regarding employees’ wages, hours, and working conditions, is subject to PAGA penalties. As described above, EMPLOYER has required Plaintiff and other employees to work hours in excess of eight (8) in a day and forty (40) in a week (thereby violating § 1199(a)), failed to provide adequate rest and meal breaks, failed to pay minimum wage and has violated numerous provisions of the Labor Code pertaining to employee wages and hours (thereby violating § 1199(b)).

Accordingly, EMPLOYER is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Unlawful Failure to Pay Wages Due Upon Termination

EMPLOYER has violated California Labor Code § § 201 and 202 by willfully failing to pay all compensation due and owing to Plaintiff and other employees at the time employment was terminated, EMPLOYER willfully failed to pay Plaintiff and other employees who are no longer employed by it all compensation due upon termination of employment as required under California Labor Code §§ 201 and 202 including, but not limited to, missing wages due to inaccurate tracking of employees’ time records and failing to properly track their hours works and premium pay for missed/short/late meal and rest breaks. Plaintiffs and other employees are now also entitled to recover up to thirty (30) days of wages due to EMPLOYER’s “willful” failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code.

Additionally, because EMPLOYER violated California Labor Code §§ 201, 201and 203 of the Labor Code, EMPLOYER is liable for civil penalties pursuant to California Labor Code § 2698 *et seq.*

Conclusion

EMPLOYER has violated or has caused to be violated a number of California wage and hour laws. Plaintiff therefore intends to file civil claims for the aforementioned violations of the Labor Code and other law. Plaintiff requests the agency review this notice per PAGA's provisions.

Sincerely,

SIRMABEKIAN LAW FIRM, PC

A handwritten signature in black ink, appearing to read 'Sarkis Sirmabekian', with a stylized flourish at the end.

Sarkis Sirmabekian, Esq.

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EXHIBIT 2

PAGA SETTLEMENT AGREEMENTⁱ

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff CEOMARA SALAZAR (“Plaintiff”) and defendant ANDRADE FINANCIAL (“Defendants”). The Agreement refers to Plaintiff and ANDRADE FINANCIAL collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Ceomara Salazar vs. Andrade Financial, et al.*, Case No. 22STCV13812 initiated on April 26, 2022 and pending in the Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all non-exempt classified employees, excluding immediate family members of John Andrade or Michelle Andrade, who worked for Andrade Financial in California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Andrade Financial’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Amber M. Solano and Kieran D. Hartley of the law firm Atkinson, Andelson, Loya, Ruud & Romo, counsel representing Defendants in the Action.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment; and (b) the date of time for filing or noticing any appeal of the Judgment has expired.

- 1.10. "Gross Settlement Amount" means \$10,000.00 which is the total amount Andrade Financial agrees to pay under the Settlement. The Gross Settlement Amount is the maximum amount that will be paid by Andrade Financial and shall be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
- 1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 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: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. (The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.)
- 1.16. "PAGA Counsel" means Sarkis Sirmabekian with the law firm Sirmabekian Law Firm, PC the attorneys representing the Plaintiff in the Action.
- 1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the Court-approved 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 Andrade Financial for at least one day during the PAGA Period.
- 1.19. "PAGA Period" means the period from May 6, 2021 through May 31, 2023.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Notice" means Plaintiff's letter to Defendants 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 (currently estimated at \$666.67) and the 75% to LWDA (currently estimated at \$2,000.03) in settlement of PAGA claims.

- 1.23. "Plaintiff" means Ceomara Salazar, the named plaintiff in the Action.
- 1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.26. "Released Parties" means: Andrade Financial and each of its former and present directors, officers, shareholders, owners attorneys, insurers, predecessors, successors, and assigns. Released Parties include John Andrade and Michelle Andrade.
- 1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.28. Andrade Financial" means named Defendant Andrade Financial.

2. RECITALS.

- 2.1. On April 26, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Andrade Financial, John Andrade, and Michelle Andrade for various wage and hour violations, including: 1. Failure to Pay Minimum Wage; 2. Failure to Compensate for All Hours Worked; 3. Failure to Pay Overtime Compensation; 4. Failure to Pay Rest Period Compensation; 5. Failure to Pay Meal Period Compensation; 6. Failure to Furnish Accurate Wage and Hour Statements; 7. Failure to Pay Wages Upon Discharge; 8. Statutory Penalties; 9. Failure to Indemnify and Illegal Deductions From Wages; and 10. Unfair Competition. On July 13, 2022, Plaintiff filed her First Amended Complaint, adding an eleventh cause of action for Violation of PAGA. The July 13, 2022 First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendants deny the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Andrade Financial and the LWDA by sending the PAGA Notice.
- 2.3. On May 11, 2023, the Parties participated in an all-day mediation presided over by Daniel Ben-Zvi, Esq.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, personnel policies and wage statements and time records for a 25% sampling of the PAGA class.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Andrade Financial shall pay \$10,000.00 and no more as the Gross Settlement Amount. Andrade Financial 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 Andrade Financial.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be \$3,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$1,500.00. Andrade Financial 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 of 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 Andrade Financial harmless, and indemnifies Andrade Financial, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$2,500.00 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 \$2,500.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$2,666.67 to be paid from the Gross Settlement Amount, with 75% (\$2,000.03) allocated to the LWDA PAGA Payment and 25% (\$666.67) allocated to the Individual PAGA Payments, unless other payments are directed by the Court.
- 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (currently estimated at \$666.67) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed

on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Andrade Financial estimates there are 11 Aggrieved Employees who worked an aggregate of approximately 225 PAGA Pay Periods by May 11, 2023.
- 4.2. Aggrieved Employee Data. Within 21 days of the Effective Date, Andrade Financial will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Andrade Financial has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Andrade Financial must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Andrade Financial shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 61 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Andrade Financial funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Counsel Fees Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all

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

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and 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 Andrade Financial 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.

4.4.5. No later than January 31 of the year following payment of their Individual PAGA Payment, the Administrator will prepare and issue IRS Form 1099 to Aggrieved Employees who received an Individual PAGA Payment.

5. RELEASES OF CLAIMS. Effective on the date of entry of an order by the Court approving this Settlement, , Plaintiff, PAGA Counsel, and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Contingent upon and subject to the terms of a separately executed individual "Confidential Settlement Agreement and General Release" for Plaintiff's individual causes of action, Plaintiff and his or her 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, 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"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Plaintiff's Release, or the exceptions thereto, in this Agreement, shall not be construed to abrogate the covenants and releases in the separately executed individual Confidential Settlement Agreement and General Release for Plaintiff's individual causes of action.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For

purposes of Plaintiff's Release, and contingent upon and subject to the terms of a separately executed individual Confidential Settlement Agreement and General Release for Plaintiff's individual causes of action, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims under PAGA during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

5.3 Release by PAGA Counsel:

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

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree that Plaintiff's counsel shall 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; 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 and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation, application or motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval 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 Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to 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, Andrade Financial estimates that, as of the date of this Settlement

Agreement, there are 11 Aggrieved Employees who worked an aggregate of approximately 225 Pay Periods by May 11, 2023.

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 and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

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

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

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

amendments to this Agreement.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Andrade Financial nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 No Press Release or Publicity Regarding Settlement. Plaintiff and PAGA Counsel, as well as Defendants and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry or have any communications with the media or the press about the fact, amount or terms of this Settlement. Further, Plaintiff and

PAGA Counsel shall not advertise or publicize or refer to the fact or amount of the Settlement, on their website(s), social media, any other marketing materials, or legal publication. Plaintiff and PAGA Counsel will not state on their website(s), social media, any other marketing materials, or legal publications, that Defendant engaged in any act contrary to California law, or denied any payment(s) owed to any individuals, whether classified as employees or otherwise, or otherwise disparage Defendants, or otherwise identify Defendants by name.

- 10.13 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Andrade Financial in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Andrade Financial unless, prior to the Administrator's payment of all Settlement Funds, Andrade Financial makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Sarkis Sirmabekian
Sirmabekian Law Firm, PC
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010

To Andrade Financial:

Amber M. Solano
Kieran D. Hartley
Atkinson, Andelson, Loya, Ruud & Romo

A Professional Law Corporation
12800 Center Court Drive South, Suite 300
Cerritos, California 90703-9364

10.17 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.

10.18 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 the signing of this Agreement, pursuant to CCP section 583.330, will extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DocuSigned by:
 6/6/2023
D84E0AB621E04A9...

CEOMARA SALAZAR

JOHN ANDRADE, for Andrade Financial

APPROVED AS TO FORM AND CONTENT:

DocuSigned by:
 6/6/2023
847C4C6AA169454

Sarkis Sirmabekian, Counsel for Plaintiff

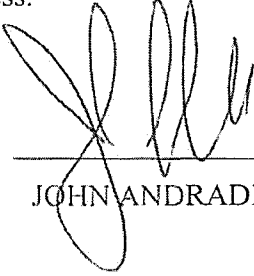
Amber M. Solano, Counsel for Defendants

A Professional Law Corporation
12800 Center Court Drive South, Suite 300
Cerritos, California 90703-9364

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CEOMARA SALAZAR



6/10/23

JOHN ANDRADE, for Andrade Financial

APPROVED AS TO FORM AND CONTENT:

Sarkis Sirmabekian, Counsel for Plaintiff



6/12/2023

Amber M. Solano, Counsel for Defendants

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EXHIBIT 3

EXPENSE	STATUS	DATE ↓	PRICE	TOTAL	QTY	BILLED BY
Courtfees Court's motion reschedule fee - 2/22/2024 PAGA Approval Motion (rescheduled from 6/29/2023)	BILLABLE	6/6/2023	\$20.55	\$20.55	1	GS
Courtfees hearing reservation fee - 6/29/2023 PAGA Approval Motion	BILLABLE	5/15/2023	\$61.65	\$61.65	1	GS
Arbitrators/mediators ADR Service Inc. Invoice # 22-7221-DBZ-01 (PAID-CC- Visa 12/19) (\$5,300 + 153.70 (CC Service Fee- 2.90%))	BILLABLE	12/19/2022	\$5,453.70	\$5,453.70	1	LR
Courtfees Court's Download Fee - 2022-09-19 Minute Order	BILLABLE	9/20/2022	\$2.00	\$2.00	1	GS
Delivery services/messengers DDS Order ID#329286-01	BILLABLE	9/15/2022	\$169.15	\$169.15	1	LR
Delivery services/messengers DDS Order ID#311363-01	BILLABLE	7/26/2022	\$14.65	\$14.65	1	LR
Delivery services/messengers Turbo Messenger Inc. Invoice #2717	BILLABLE	7/19/2022	\$55.05	\$110.10	2	LR
Delivery services/messengers Turbo Messenger Inc. Invoice #2717	BILLABLE	7/19/2022	\$85.05	\$85.05	1	LR

EXPENSE	STATUS	DATE	PRICE	TOTAL	QTY	BILLED BY
Delivery services/messengers DDS Order ID#307181-01 & 307201-01	BILLABLE	7/14/2022	\$14.65	\$29.30	2	LR
Courtfees Filing Fee - 05/05/2022 PAGA Notice Letter	BILLABLE	5/5/2022	\$75.00	\$75.00	1	GS
Postage PAGA Ntc. Letter to Defs. via regular, certified and return mail.	BILLABLE	5/5/2022	\$8.16	\$24.48	3	LR
Delivery services/messengers DDS Order ID#279477-01	BILLABLE	4/27/2022	\$462.70	\$462.70	1	LR
Postage Initial PFR.	BILLABLE	4/11/2022	\$4.28	\$4.28	1	MD
				\$6,512.61 USD		

PROOF OF SERVICE

(§ 1013a, 2015.5 C.C.P.)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am a citizen of the United States of America; I am over the age of eighteen years and not a party to the within entitled action; my business address is: 3435 Wilshire Boulevard, Suite 1710, Los Angeles, California 90010.

On the below-indicated date, I served the following document:

PLAINTIFF CEOMARA SALAZAR'S NOTICE OF MOTION AND UNOPPOSED MOTION FOR COURT APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF SARKIS SIRMABEKIAN

on the interested parties in said action by placing:

 X a true and correct copy,

and addressed as set forth on the attached Service List and delivered by one or more of the means set forth below:

☒ **BY ELECTRONIC SERVICE IN LIEU OF SERVICE BY MAIL, EXPRESS MAIL, OVERNIGHT DELIVERY, OR FACSIMILE TRANSMISSION:** In accordance with California Code of Civil Procedure section 1010.6, I caused the document to be sent to the person(s) below at the e-mail address(es) listed below.

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

EXECUTED: January 23, 2024

At Los Angeles, California

Sarkis Sirmabekian

[SERVICE LIST ON THE FOLLOWING PAGE]

SERVICE LIST

ATKINSON, ANDELSON, LOYA, RUUD & ROMO A Professional Law Corporation Amber M. Solano State Bar No. 216212 E-mail: ASolano@aalrr.com Kieran D. Hartley State Bar No. 301947 E-mail: Kieran.Hartley@aalrr.com 12800 Center Court Drive South, Suite 300 Cerritos, California 90703-9364 Telephone: (562) 653-3200 Fax: (562) 653-3333	<i>Attorneys for Defendants ANDRADE FINANCIAL, JOHN ANDRADE, and MICHELLE ANDRADE</i>
Labor and Workforce Development Agency ("LWDA") Department of Industrial Relations Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, California 94612	<i>Labor and Workforce Development Agency: filed/served online at:</i> <u>https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html</u>



Court Reservation Receipt

Reservation	
Reservation ID: 750659859147	Status: RESERVED
Reservation Type: Motion for Order (Court Approval of PAGA Settlement)	Number of Motions: 1
Case Number: 22STCV13812	Case Title: CEOMARA SALAZAR vs ANDRADE FINANCIAL, et al.
Filing Party: CEOMARA SALAZAR (Plaintiff)	Location: Stanley Mosk Courthouse - Department 19
Date/Time: February 22nd 2024, 8:30AM	Confirmation Code: CR-AE7VVYKMVSMHR6D56

Fees			
Description	Fee	Qty	Amount
Reschedule Fee	20.00	1	20.00
Credit Card Percentage Fee (2.75%)	0.55	1	0.55
TOTAL			\$20.55

Payment	
Amount: \$20.55	Type: Visa
Account Number: XXXX5936	Authorization: 02453D
Payment Date: 2023-06-06	

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