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6 Attorneys for Plaintiff Elmar Garcia

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF RIVERSIDE
9

10 ELMAR GARCIA, as an aggrieved employee
pursuant to the Private Attorneys General Act
11 ("PAGA"),

12 Plaintiff,

13 vs.
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15 TRACTOR SUPPLY COMPANY, a Tennessee
corporation; and DOES 1 through 100, inclusive,

16 Defendants.
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Case No. MCC1600273
Reservation No.: RES90109

**SUPPLEMENTAL MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT
OF MOTION FOR COURT APPROVAL OF
THE PARTIES' AMENDED PAGA
SETTLEMENT**

Date: July 19, 2019
Time: 8:30 a.m.
Place: Department 6

Complaint Filed: April 4, 2016

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SUPPLEMENTAL MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On January 15, 2019, Plaintiff Elmar Garcia (“Plaintiff”) filed a motion for approval of his amended PAGA settlement with Defendant Tractor Supply Company (“Defendant” or “Tractor Supply”) (collectively with Plaintiff, the “Parties”). On May 24, 2019, the Court directed the Plaintiff to: (1) file a more detailed breakdown of the costs incurred by his counsel, Capstone Law APC (“Capstone” or “Plaintiff’s Counsel”); (2) provide additional detail about Plaintiff’s potential wrongful termination claim; (3) file declarations that address CMO section E(9)(a); (4) discuss Capstone’s experience litigating PAGA claims; (5) delete Paragraphs 5 and 6 from the proposed order; and (6) propose an alternative procedure for handling uncashed checks.

Plaintiff respectfully submits this supplemental memorandum of points and authorities to address the above items, and to summarize how the Parties amended the Proposed Order to address the Court’s concerns.

II. ARGUMENT

A. A More Detailed Breakdown of Plaintiff’s Counsel’s Litigation Costs and Expenses

As requested by the Court, Plaintiff’s Counsel have prepared a more detailed breakdown of their litigation costs and expenses. See Supplemental Declaration of Raul Perez [“Perez Decl.”] ¶ 11.

B. Plaintiff’s General Release

Paragraph 21 of the Parties’ amended settlement agreement provides that Defendant will pay Plaintiff the sum of \$7,500 for a general release of all claims arising out of his employment. This release covers not only the settled PAGA claims and claims pleaded in the action, but also Mr. Garcia’s potential claim for wrongful termination.

Mr. Garcia was terminated on December 22, 2015. See Supplemental Declaration of Elmar Garcia [“Garcia Decl.”] ¶ 3. His personnel file indicates that his store manager terminated him because he performed a prohibited “unauthorized price adjustment” on an item that he bought himself, or more precisely, for his young daughter. *Id.* Specifically, on December 1, 2015, as he was completing his shift, Mr. Garcia took notice of a clearance item (a stuffed animal) which he thought would make a good gift for his daughter. *Id.* When he went to purchase the item, the cashier quoted him the regular price instead of the clearance price. *Id.* Apparently, the store’s pricing system had not been updated to reflect that the item was on clearance, so Mr. Garcia asked the cashier to adjust the price to match the advertised clearance price. *Id.* The following day, Mr. Garcia’s store manager admonished him for conducting an

1 “unauthorized price adjustment” and terminated him. *Id.* at ¶ 4.

2 Mr. Garcia believes that the real reason why he was terminated is because the store manager had
3 a personal grudge against him. *Id.* According to Mr. Garcia, even though he was only an assistant store
4 manager, his co-workers looked to him, rather than the actual store manager, for leadership and
5 direction. *Id.* Mr. Garcia claims that the store manager was envious of Mr. Garcia’s reputation with co-
6 workers, and essentially fabricated grounds for Mr. Garcia’s termination by claiming that he had
7 conducted an “unauthorized price adjustment” that cost the store just a few dollars’ worth of revenue. *Id.*

8 **C. Compliance with CMO Section E(9)(a)**

9 During the discovery phase of the litigation, the Parties stipulated to a privacy notice mailing
10 whereby each Aggrieved Employee was mailed a notice that informed him or her that Defendant would
11 produce their contact information to Plaintiff’s Counsel unless they opted out by returning a pre-paid
12 postcard:

13 Plaintiff’s attorneys are seeking your contact information so that they may contact you to
14 inquire about your experience as an employee of Tractor Supply and to determine if you
15 have violations that would make you an aggrieved employee. If the court determines that
16 you are an aggrieved employee, you may be able to share a portion of any penalties
17 recovered by Plaintiff if the lawsuit is successful. The information that will be provided to
18 Plaintiff’s attorneys includes your name, your Tractor Supply employee ID, residential
19 address, personal telephone numbers and personal email address (“contact information”).
20 It is your choice whether or not to have your contact information provided to Plaintiff’s
21 attorneys. If you DO NOT want your contact information provided to Plaintiff’s attorneys,
22 you must complete the enclosed pre-addressed, postage-paid postcard and deposit it in the
23 mail by no later than January 22, 2018. If you DO want your contact information provided
24 to Plaintiff’s attorneys, you do not need to do anything.

21 See Perez Decl. ¶ 7, Ex. A.

22 As a result of the privacy mailing, Aggrieved Employees were notified of the case’s pendency,
23 and the claims at issue. Perez Decl. ¶ 8. Following the opt-out process, Plaintiff’s Counsel received the
24 contact information (mailing addresses and phone numbers) for approximately 2,028 Aggrieved
25 Employees. *Id.*

26 For his part, Plaintiff has not communicated with any employees about the preparation, filing, or
27 pendency of the action. See Garcia Decl. ¶ 5.

28 It must be noted that pursuant to the Parties’ Amended PAGA Settlement, the Action will be
29 dismissed with prejudice only as to Plaintiff’s individual claims, but *without prejudice* as to the claims of
30 all other Aggrieved Employees. Amended PAGA Settlement ¶ 23. Moreover, the Settled Claims are
31 limited to claims for civil penalties recoverable under Labor Code section 2699(a). Any individual wage
32 and hour claims Aggrieved Employees may have are not in any way waived or extinguished by the

Settlement. See Amended PAGA Settlement ¶ 29.

D. Plaintiff's Counsel Have Considerable Experience Litigating PAGA Actions

Capstone is a recognized leader in the prosecution of PAGA enforcement actions. Capstone is responsible for some of the most important decisions in this practice area:

- In February, 2015, Ryan H. Wu and Raul Perez were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under PAGA notwithstanding a representative action waiver in an arbitration agreement.
- In *Williams v. Superior Court (Marshalls of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions.
- In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.

See Perez Decl. ¶¶ 2-5.

Capstone has recovered over \$10 million in penalties for the LWDA as a result of the many PAGA enforcement actions that it has successfully litigated and settled. *Id.* at ¶ 6.

E. The Parties Have Amended the Proposed Order

As directed by the Court, the Parties have amended the Proposed Order to strike paragraphs 5 and 6.

F. The Parties Propose to Disburse Unclaimed Funds to the State Controller's Office, Unclaimed Property Division

The Parties have met and conferred, and have agreed to tender unclaimed funds to the State Controller's Office, Unclaimed Property Division, so that employees may claim their payments through the process provided by the State of California after the check cashing deadline.

III. CONCLUSION

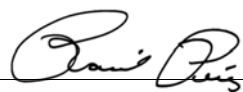
The Parties have negotiated a fair and reasonable settlement of Plaintiff's PAGA claims. Having appropriately presented the materials and information necessary for approval, the Parties request that the Court approve the Settlement.

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Dated: July 11, 2019

Respectfully submitted,

Capstone Law APC

By: 

Raul Perez

Bevin Allen Pike

Attorneys for Plaintiff Elmar Garcia

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6 Attorneys for Plaintiff Elmar Garcia

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF RIVERSIDE
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10 ELMAR GARCIA, as an aggrieved employee
pursuant to the Private Attorneys General Act
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13 vs.
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15 TRACTOR SUPPLY COMPANY, a Tennessee
corporation; and DOES 1 through 100, inclusive,

16 Defendants.
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Case No. MCC1600273

**SUPPLEMENTAL DECLARATION OF
RAUL PEREZ IN SUPPORT OF THE
MOTION FOR COURT APPROVAL OF THE
PARTIES' AMENDED PAGA SETTLEMENT**

Date: July 19, 2019

Time: 8:30 a.m.

Place: Department 6

Complaint Filed: April 4, 2016

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you are an aggrieved employee, you may be able to share a portion of any penalties recovered by Plaintiff if the lawsuit is successful. The information that will be provided to Plaintiff's attorneys includes your name, your Tractor Supply employee ID, residential address, personal telephone numbers and personal email address ("contact information"). It is your choice whether or not to have your contact information provided to Plaintiff's attorneys. If you DO NOT want your contact information provided to Plaintiff's attorneys, you must complete the enclosed pre-addressed, postage-paid postcard and deposit it in the mail by no later than January 22, 2018. If you DO want your contact information provided to Plaintiff's attorneys, you do not need to do anything.

8. Attached as Exhibit A is a true and correct copy of the letter that was mailed to Aggrieved Employees as party of the privacy notice.

9. As a result of the privacy mailing, Aggrieved Employees were notified of the case's pendency, and the claims at issue. Following the opt-out process, Plaintiff's Counsel received the contact information (mailing addresses and phone numbers) for approximately 2,028 Aggrieved Employees.

DETAILED BREAKDOWN OF CAPSTONE'S COSTS AND EXPENSES

10. Capstone's costs and expenses—costs that would be normally billed to a fee-paying client—consist of the following:

Cost & Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$211.50
Court Fees, Courier Fees, Filings & Service of Process	\$13,017.53
Court Reporters, Transcripts & Depositions	\$3,350.73
Delivery & Messenger (UPS, FedEx, messenger, etc.)	\$417.50
Fountain Consulting, Inc.	\$1,100.00
Investigation Services	\$4,314.55
Mediation Fees	\$6,594.21
Postage & Mailings	\$1,872.77
Research Services (PACER, Westlaw, etc.)	\$449.20
Telephone (Long distance, conference calls, etc.)	\$7.80
Travel-Related Costs and Expenses	\$1,612.16
Total	\$32,947.95

11. These costs and expenses and further broken down in the chart below:

Date	Explanation	Amount
03/07/16	Document Duplication / Scanning	\$0.25
03/17/16	Document Duplication / Scanning	\$34.25
04/07/16	Document Duplication / Scanning	\$0.25
04/11/16	Document Duplication / Scanning	\$0.25
04/18/16	Document Duplication / Scanning	\$1.25
05/27/16	Document Duplication / Scanning	\$0.50
06/22/16	Document Duplication / Scanning	\$3.25
09/19/16	Document Duplication / Scanning	\$2.25

Date	Explanation	Amount
10/11/17	Document Duplication / Scanning	\$3.00
01/24/18	Document Duplication / Scanning	\$1.25
02/07/18	Document Duplication / Scanning	\$1.00
02/08/18	Document Duplication / Scanning	\$2.50
02/15/18	Document Duplication / Scanning	\$4.75
02/16/18	Document Duplication / Scanning	\$2.50
02/19/18	Document Duplication / Scanning	\$1.25
02/23/18	Document Duplication / Scanning	\$10.75
02/26/18	Document Duplication / Scanning	\$9.50
02/27/18	Document Duplication / Scanning	\$6.25
03/29/18	Document Duplication / Scanning	\$27.75
05/03/18	Document Duplication / Scanning	\$0.50
05/09/18	Document Duplication / Scanning	\$1.00
05/10/18	Document Duplication / Scanning	\$3.25
05/17/18	Document Duplication / Scanning	\$0.75
05/22/18	Document Duplication / Scanning	\$74.75
06/15/18	Document Duplication / Scanning	\$1.00
07/20/18	Document Duplication / Scanning	\$1.25
07/20/18	Document Duplication / Scanning	\$2.00
08/07/18	Document Duplication / Scanning	\$2.25
08/27/18	Document Duplication / Scanning	\$1.00
08/28/18	Document Duplication / Scanning	\$1.00
09/20/18	Document Duplication / Scanning	\$6.50
10/23/18	Document Duplication / Scanning	\$3.50
04/01/16	ProLegal Courier	\$227.10
04/04/16	ProLegal Courier	\$681.80
04/04/16	ProLegal Courier	\$15.00
05/19/16	ProLegal Courier	\$109.50
06/14/16	ProLegal Courier	\$244.55
08/18/16	ProLegal Courier	\$341.15
08/18/16	ProLegal Courier	\$15.00
08/25/16	ProLegal Courier	\$145.55
08/25/16	ProLegal Courier	\$15.00
09/19/16	ProLegal Courier	\$190.55
05/09/17	ProLegal Courier	\$357.55
06/26/17	ProLegal Courier	\$33.80
07/14/17	ProLegal Courier	\$1,540.60
07/14/17	ProLegal Courier	\$232.55
07/14/17	ProLegal Courier	\$15.60
07/14/17	Riverside Superior Court - Hearing Date Reservation (Motion to Quash Subpoenas)	\$90.00
07/14/17	Riverside Superior Court - Hearing Date Reservation (Motion for Leave to File FAC)	\$90.00
07/17/17	ProLegal Courier	\$159.95
07/21/17	ProLegal Courier	\$33.80

Date	Explanation	Amount
07/26/17	ProLegal Courier	\$78.80
08/02/17	Riverside Superior Court - Hearing Date Reservation (Motion for Leave to File SAC)	\$90.00
08/04/17	ProLegal Courier	\$439.45
08/04/17	ProLegal Courier	\$180.05
08/04/17	ProLegal Courier	\$131.95
08/04/17	ProLegal Courier	\$15.00
08/08/17	ProLegal Courier	\$99.95
08/08/17	ProLegal Courier	\$15.00
08/09/17	ProLegal Courier	\$430.55
08/09/17	ProLegal Courier	\$15.00
08/15/17	ProLegal Courier	\$179.45
08/15/17	ProLegal Courier	\$15.00
08/18/17	ProLegal Courier	\$328.90
08/21/17	Riverside Superior Court - Fax Filing	\$32.00
08/25/17	ProLegal Courier	\$78.80
09/01/17	ProLegal Courier	\$126.95
09/08/17	Riverside Superior Court	\$90.00
09/11/17	Riverside Superior Court	\$90.00
09/12/17	ProLegal Courier	\$133.75
09/18/17	ProLegal Courier	\$131.05
09/18/17	Riverside Superior Court - Fax Filing	\$200.00
09/26/17	ProLegal Courier	\$171.95
10/11/17	Riverside Superior Court - Fax Filing	\$14.00
10/16/17	CourtCall	\$116.00
10/17/17	Riverside Superior Court	\$1,000.00
10/17/17	Riverside Superior Court	\$277.50
11/06/17	ProLegal Courier	\$171.95
11/17/17	ProLegal Courier	\$171.95
11/20/17	ProLegal Courier	\$171.95
12/01/17	ProLegal Courier	\$279.25
12/04/17	ProLegal Courier	\$99.95
12/04/17	ProLegal Courier	\$20.00
01/16/18	ProLegal Courier	\$426.30
02/13/18	ProLegal Courier	\$319.75
02/26/18	TrueFilling	\$808.75
02/26/18	TrueFilling	\$10.50
02/28/18	TrueFilling	\$10.50
05/11/18	ProLegal Courier	\$78.80
06/15/18	ProLegal Courier	\$175.80
06/27/18	ProLegal Courier	\$48.78
07/06/18	ProLegal Courier	\$248.20
07/20/18	ProLegal Courier	\$184.40
07/20/18	ProLegal Courier	\$164.40
08/02/18	ProLegal Courier	\$128.95

Date	Explanation	Amount
08/07/18	ProLegal Courier	\$110.80
09/07/18	CourtCall	\$116.00
10/17/18	CourtCall	\$86.00
10/23/18	ProLegal Courier	\$164.40
08/28/17	Shari Layton (Reporter)	\$70.00
08/30/17	Barkley Court Reporters	\$832.33
12/21/17	Karen Burks (Reporter)	\$167.00
05/10/18	Sheila A. Detwiler (Reporter)	\$45.00
05/22/18	U.S. Legal Support (Reporter)	\$1,896.90
05/31/18	U.S. Legal Support (Reporter)	\$269.50
09/10/18	Rhiannon Leath-Souza (Reporter)	\$70.00
02/17/16	FedEx	\$18.00
03/03/16	FedEx	\$30.11
06/07/17	FedEx	\$68.88
06/12/17	FedEx	\$22.90
07/14/17	FedEx	\$27.88
08/09/17	FedEx	\$19.04
08/21/17	FedEx	\$19.09
09/08/17	FedEx	\$19.09
09/19/17	FedEx	\$23.68
09/19/17	FedEx	\$28.44
09/26/17	FedEx	\$19.36
09/27/17	FedEx	\$32.85
11/06/17	FedEx	\$19.27
12/01/17	FedEx	\$19.32
09/12/18	FedEx	\$24.74
10/23/18	FedEx	\$24.85
06/12/17	Fountain Consulting, Inc.	\$700.00
05/05/18	Fountain Consulting, Inc.	\$400.00
08/31/17	California Judicial Investigations	\$207.28
09/01/17	Timothy Sides (Investigator)	\$1.56
09/29/17	California Judicial Investigations	\$1,186.58
10/01/17	Timothy Sides (Investigator)	\$766.91
10/31/17	California Judicial Investigations	\$652.94
11/01/17	Timothy Sides (Investigator)	\$4.25
11/29/17	California Judicial Investigations	\$110.74
12/28/17	California Judicial Investigations	\$307.05
12/31/17	Timothy Sides (Investigator)	\$49.32
05/31/18	California Judicial Investigations	\$484.98
06/29/18	California Judicial Investigations	\$441.42
08/29/18	California Judicial Investigations	\$59.83
09/28/18	California Judicial Investigations	\$41.69
05/16/17	JAMS Mediation	\$5,600.00
05/28/18	JAMS Mediation	\$994.21
03/03/16	Postage & Mailings	\$0.48

Date	Explanation	Amount
03/25/16	Postage & Mailings	\$17.10
06/08/16	Postage & Mailings	\$0.46
06/15/16	Postage & Mailings	\$1.76
09/19/16	Postage & Mailings	\$0.67
05/08/17	Postage & Mailings	\$6.65
07/03/17	Postage & Mailings	\$6.65
07/14/17	Postage & Mailings	\$13.60
07/17/17	Postage & Mailings	\$4.14
08/15/17	Postage & Mailings	\$1.19
08/18/17	Postage & Mailings	\$1.19
08/28/17	Postage & Mailings	\$0.46
09/18/17	Postage & Mailings	\$8.39
10/10/17	Postage & Mailings	\$4.34
10/11/17	Postage & Mailings	\$1.19
10/11/17	Postage & Mailings	\$1.19
11/16/17	Postage & Mailings	\$1.19
11/20/17	Postage & Mailings	\$1.19
01/24/18	Postage & Mailings	\$1.21
02/23/18	Postage & Mailings	\$6.70
02/26/18	Postage & Mailings	\$2.68
04/05/18	Postage & Mailings (Privacy Notice Mailing)	\$1,785.84
05/10/18	Postage & Mailings	\$0.89
05/17/18	Postage & Mailings	\$0.68
06/15/18	Postage & Mailings	\$0.68
07/20/18	Postage & Mailings	\$0.68
07/20/18	Postage & Mailings	\$0.68
08/07/18	Postage & Mailings	\$0.89
06/13/17	Riverside County Superior Court (Document Download)	\$70.00
06/13/17	Riverside County Superior Court (Document Download)	\$26.50
06/15/17	Riverside County Superior Court (Document Download)	\$13.00
08/25/17	Research Costs	\$15.50
08/28/17	Riverside County Superior Court (Document Download)	\$208.00
08/28/17	Riverside County Superior Court (Document Download)	\$2.00
12/15/17	Courthouse News Service	\$5.00
02/08/18	Riverside County Superior Court (Document Download)	\$41.00
05/15/18	Los Angeles County Superior Court (Document Download)	\$12.20
07/25/18	Riverside County Superior Court (Document Download)	\$1.00
08/31/18	Riverside County Superior Court (Document Download)	\$50.00
11/15/18	Riverside County Superior Court (Document Download)	\$5.00
10/13/17	Telephone (Long distance, conference calls, etc.)	\$7.80
10/03/16	Andrew Sokolowski (Meal)	\$6.24
10/03/16	Andrew Sokolowski (Travel Reimbursement)	\$109.34
05/09/17	Andrew Sokolowski (Meal)	\$6.87
05/09/17	Andrew Sokolowski (Mileage)	\$104.45
06/14/17	Andrew Sokolowski (Parking)	\$8.00

Date	Explanation	Amount
06/14/17	Raul Perez (Parking)	\$43.25
06/14/17	Suzy Lee (Parking)	\$8.00
06/14/17	Raul Perez (Meal)	\$30.45
06/14/17	Raul Perez (Travel Reimbursement)	\$19.98
06/14/17	Andrew Sokolowski (Mileage)	\$14.43
06/14/17	Suzy Lee (Mileage)	\$18.98
08/22/17	Jennifer Bagosy (Parking)	\$9.00
08/22/17	Suzy Lee (Parking)	\$7.00
08/22/17	Suzy Lee (Meal)	\$17.20
08/22/17	Jennifer Bagosy (Mileage)	\$59.99
08/22/17	Suzy Lee (Mileage)	\$78.78
08/28/17	Jennifer Bagosy (Parking)	\$7.00
08/28/17	Suzy Lee (Parking)	\$6.00
08/28/17	Suzy Lee (Meal)	\$7.64
08/28/17	Jennifer Bagosy (Mileage)	\$59.55
08/28/17	Suzy Lee (Mileage)	\$78.78
08/29/17	Suzy Lee (Meal)	\$11.72
08/29/17	Holiday Inn Express	\$456.32
08/29/17	Suzy Lee (Mileage)	\$63.83
08/30/17	Suzy Lee (Parking)	\$45.00
08/30/17	Suzy Lee (Meal)	\$21.60
08/30/17	Suzy Lee (Mileage)	\$65.55
10/03/17	Jennifer Bagosy (Travel Reimbursement)	\$7.00
10/03/17	Jennifer Bagosy (Travel Reimbursement)	\$59.55
10/16/17	Jennifer Bagosy (Travel Reimbursement)	\$5.00
10/16/17	Jennifer Bagosy (Travel Reimbursement)	\$59.55
12/21/17	Jennifer Bagosy (Parking)	\$7.00
12/21/17	Jennifer Bagosy (Travel Reimbursement)	\$48.84
02/14/18	Jennifer Bagosy (Parking)	\$7.00
02/14/18	Jennifer Bagosy (Meal)	\$7.00
02/14/18	Jennifer Bagosy (Travel Reimbursement)	\$36.52
05/10/18	Suzy Lee (Meal)	\$4.75
05/10/18	Suzy Lee (Travel Reimbursement)	\$5.00

12. The Parties have met and conferred, and have agreed to tender unclaimed funds to the State Controller's Office, Unclaimed Property Division, so that employees may claim their payments through the process provided by the State of California after the check cashing deadline. Attached as Exhibit B is a true and correct copy of the Addendum to the Settlement which memorializes this agreement.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 11th day of July, 2019, at Los Angeles, California.

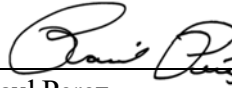
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5 Raul Perez

Exhibit A

THIS IS AN IMPORTANT NOTICE REGARDING YOUR PRIVACY RIGHTS

NOTICE OF REQUEST TO DISCLOSE YOUR CONTACT INFORMATION

THIS IS NOT A COURT NOTICE

**Garcia v. Tractor Supply Company
Superior Court of California for the County of Riverside
Case No. MCC1600273**

You are receiving this Notice because you are working for or have worked previously for Tractor Supply Company (“Tractor Supply”) in California as a non-exempt or hourly paid employee at any time between April 4, 2015 and the present.

Plaintiff Elmar Garcia (“Plaintiff”) worked for Tractor Supply in California as a non-exempt or hourly paid Assistant Manager, and filed a representative action against Tractor Supply that is currently pending in the Superior Court of California, Riverside County titled *Garcia v. Tractor Supply Company, et al.*, Case No. MCC1600273.

Plaintiff filed this lawsuit on behalf of current and former aggrieved employees of Tractor Supply in California to recover penalties under the Private Attorneys General Act (“PAGA”). The claims currently at issue are:

1. Failure to pay for cost of pre-employment drug test as a condition of employment;
2. Failure to pay minimum wages for pre-employment drug test required as a condition of employment;
3. Failure to provide rest periods;
4. Failure to maintain records and provide accurate, itemized wage statements due to the above Labor Code violations;
5. Failure to pay wages during employment due to the above Labor Code violations; and
6. Failure to pay wages upon termination due to the above Labor Code violations.

Defendant denies that Plaintiff’s claims have merit. The court has made no determination either way regarding the merits of the claims described above.

WHY YOU ARE BEING SENT THIS NOTICE

Plaintiff’s attorneys are seeking your contact information so that they may contact you to inquire about your experience as an employee of Tractor Supply and to determine if you have violations that would make you an aggrieved employee. If the court determines that you are an aggrieved employee, you may be able to share a portion of any penalties recovered by Plaintiff if the lawsuit is successful. The information that will be provided to Plaintiff’s attorneys includes your name, your Tractor Supply employee ID, residential address, personal telephone numbers and personal email address (“contact information”). It is your choice whether or not to have your contact information provided to Plaintiff’s attorneys.

If you DO NOT want your contact information provided to Plaintiff's attorneys, you must complete the enclosed pre-addressed, postage-paid postcard and deposit it in the mail by no later than **January 22, 2018.**

If you DO want your contact information provided to Plaintiff's attorneys, you do not need to do anything.

You are under no obligation to provide information to or discuss this matter with any of the lawyers associated with this case. Your choice to take no action or return the postcard will not affect your right to participate in the lawsuit. Your choice to take no action, return the postcard, or discuss your experiences with Plaintiff's attorneys will not affect your employment with Tractor Supply in any way.

If you have questions about this Notice, you may contact any of the attorneys listed below, who are representing the parties in this lawsuit.

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

Plaintiff's Attorneys

Jennifer Bagosy, Esq.
Suzy E. Lee, Esq.
Ari Y. Basser, Esq.
CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (888) 332-7968
Email: info@TractorSupplyLawsuit.com

Defendant's Attorneys

Christopher W. Decker, Esq.
Debra N. Barsom, Esq.
Kathleen Choi, Esq.
Ogletree, Deakins, Nash, Smoak &
Stewart, P.C.
400 South Hope Street, Suite 1200
Los Angeles, California 90071
Telephone: (213) 239-9800
Email:
Christopher.Decker@ogletree.com
Debra.Barsom@ogletree.com
Kathleen.choi@ogletree.com

Front Side

TO BE EFFECTIVE, PLEASE
RETURN THIS POSTCARD TO:

Garcia v. Tractor Supply Company
c/o CPT GROUP INC.
50 CORPORATE PARK
IRVINE, CA 92606

MUST BE POSTMARKED ON OR
BEFORE JANUARY 22, 2018

CPT ID: <ID>
<EMPLOYEE NAME>
<ADDRESS1> <ADDRESS2>
<CITY>, <STATE> <ZIP>
<IMBARCODE>

Carefully tear off stub before mailing the postcard.

Garcia v. Tractor Supply Company
Superior Court of California for the County of Riverside
Case No. MCC1600273

IF YOU DO **NOT** WANT YOUR CONTACT INFORMATION (YOUR NAME, EMPLOYEE ID, ADDRESS, TELEPHONE NUMBER, AND EMAIL) DISCLOSED TO PLAINTIFF'S ATTORNEYS, THIS POSTCARD MUST BE SIGNED AND RETURNED ON OR BEFORE JANUARY 22, 2018.

By signing below, I am stating that I **DO NOT** want my contact information disclosed to the Plaintiff's attorneys in the above-referenced case.

SIGNATURE

DATE

PRINT NAME

CPTID: <ID>

Back Side

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO 84 IRVINE CA

POSTAGE WILL BE PAID BY ADDRESSEE

|||||
CPT GROUP INC
CLASS ACTION ADMINISTRATORS
50 CORPORATE PARK
IRVINE CA 92606-9905

Carefully tear off stub before mailing the postcard.

Exhibit B

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

ELMAR GARCIA, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

Plaintiff,

vs.

TRACTOR SUPPLY COMPANY, a Tennessee
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. MCC1600273

**ADDENDUM TO FIRST AMENDED PAGA
SETTLEMENT AGREEMENT**

1 **ADDENDUM TO THE FIRST AMENDED PAGA SETTLEMENT AGREEMENT**

2 This Addendum (“Addendum”) to the First Amended PAGA Settlement Agreement
3 (“Settlement Agreement”) is made and entered into by and between Plaintiff Elmar Garcia and
4 Defendant Tractor Supply Company (“Defendant”) (collectively with Plaintiff, the “Parties”), pursuant
5 to Paragraph 35 of the Settlement Agreement, which provides: “This Settlement Agreement may be
6 amended or modified only by a written instrument, signed either by the Parties or their counsel, and
7 approved by the Court.”

8 This Addendum incorporates by reference all terms and conditions of the Settlement Agreement.
9 But for those specific terms and conditions that this Addendum modifies, all Settlement terms and
10 conditions will remain effective and enforceable. Any inconsistencies or differences between this
11 Addendum and the Settlement will be interpreted and construed in favor of this Addendum.

12 Paragraph 28 of the Settlement Agreement is amended to read as follows:

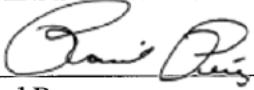
13 ”Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each
14 Aggrieved Employee a check for his or her share of the PAGA Penalties Fund along with an explanatory
15 letter in the form of Exhibit C. Prior to mailing, the Settlement Administrator will perform a search
16 based on the National Change of Address Database for information to update and correct for any known
17 or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing
18 deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed
19 thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to
20 determine the correct address using a skip-trace, or other search using the name, address or Social
21 Security number of the Aggrieved Employee involved, and will then perform a single re-mailing.
22 Checks will remain negotiable for one hundred and twenty (120) days. For any check to an aggrieved
23 employee that has not been returned as undeliverable but has not been cashed after 90 days, the
24 administrator shall mail a reminder postcard or other notice that the time to cash the check is
25 approaching. Funds represented by settlement checks returned as undeliverable and those settlement
26 checks remaining un-cashed for more than 120 clays after issuance will be tendered to the State
27 Controller’s Office, Unclaimed Property Division. All settlement payments to Aggrieved Employees
28 will be treated as miscellaneous income for which an IRS Form 1099 will be issued.”

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IT IS SO STIPULATED.

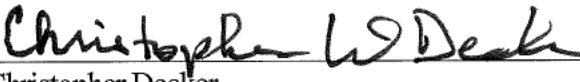
Dated: July 11, 2019

CAPSTONE LAW APC

By: 
Raul Perez
Attorneys for Plaintiff Elmar Garcia

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

Dated: July 11, 2019

By: 
Christopher Decker
Attorneys for Defendant Tractor Supply Company

1 Raul Perez (SBN 174687)
Raul.Perez@capstonelawyers.com
2 Bevin Allen Pike (SBN 221936)
Bevin.Pike@capstonelawyers.com
3 CAPSTONE LAW APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
4 Telephone: (310) 556-4811
Facsimile: (310) 943-0396

5 Attorneys for Plaintiff Elmar Garcia
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
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11 ELMAR GARCIA, as an aggrieved employee
pursuant to the Private Attorneys General Act
12 (“PAGA”),

13 Plaintiff,

14 vs.

15 TRACTOR SUPPLY COMPANY, a Tennessee
corporation; and DOES 1 through 100, inclusive,
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17 Defendants.
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Case No. MCC1600273

**SUPPLEMENTAL DECLARATION OF
ELMAR GARCIA IN SUPPORT OF
MOTION FOR COURT APPROVAL OF THE
PARTIES’ PAGA SETTLEMENT**

Date: July 19, 2019

Time: 8:30 a.m.

Place: Department 6

Complaint Filed: April 4, 2016

DECLARATION OF ELMAR GARCIA

I, Elmar Garcia, hereby declare as follows:

1. I am over eighteen years old and unless the context indicates otherwise, I have personal knowledge of the following facts and if called as a witness, I could and would testify competently to them. I am the Plaintiff in the above-captioned action. I make this supplemental declaration in support of the Motion for Court Approval of the Parties' Amended PAGA Settlement.

2. As a condition of settlement, I am required to provide Defendant Tractor Supply Company ("Defendant" or "Tractor Supply") a general release of all claims arising out of my employment. This general release requires me to waive *all* claims that I may have arising out of my employment, and is considerably broader than the Settled Claims. The general release includes a claim for wrongful termination, which is a claim that I considered bringing against Defendant.

3. For background, I was terminated on December 22, 2015. My personnel file indicates that my store manager terminated me because I performed a prohibited "unauthorized price adjustment" on an item that I bought for my young daughter. Specifically, on December 1, 2015, as I was completing my shift, I took notice of a clearance item (a stuffed animal) which I thought would make a good gift for my daughter. When I went to purchase the item, the cashier quoted me the regular price instead of the clearance price. The store's pricing system had evidently not been updated to reflect that the item was on clearance, so I asked the cashier to adjust the price to match the advertised clearance price.

4. The following day, my store manager reprimanded me for conducting an "unauthorized price adjustment" and terminated me as a result. But I believe the real reason why I was terminated is because the store manager had a personal grudge against me. Even though I was just an assistant store manager, my co-workers regularly looked to me, rather than the actual store manager, for leadership and direction. I believe the store manager was envious of my good reputation with co-workers, and fabricated grounds for my termination by claiming that I had conducted an "unauthorized price adjustment," which would have cost the store just a few dollars of profit.

5. I have not communicated with any current or former employees about the pendency of this case.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is
7/8/2019 San Jacinto
true and correct. Executed on _____ at _____, California.
City

DocuSigned by:
Elmar Garcia
2385875CD5224BD...
Elmar Garcia

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

ELMAR GARCIA, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

 Plaintiff,

 vs.

TRACTOR SUPPLY COMPANY, a Tennessee
corporation; and DOES 1 through 100, inclusive,

 Defendants.

Case No. MCC1600273

Hearing Date: July 19, 2019
Time: 8:30 a.m.
Place: Dept. 06
Judge: Hon. Sunshine S. Sykes
 [Assigned for all purposes]

**[AMENDED PROPOSED] ORDER
GRANTING MOTION FOR APPROVAL
OF SETTLEMENT AND ORDER OF
DISMISSAL**

[Assigned for all purposes to
The Honorable Sunshine S. Sykes, Dept. 06]

Action Filed: April 4, 2016
Trial Date: None

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2 The motion to approve settlement (the “Motion”) of Plaintiff Elmar Garcia’s action (the
3 “Action”) to recover penalties recoverable under the California Labor Code Private Attorney
4 General Act, Cal. Labor Code section 2698 et seq. (“PAGA”), came for hearing in Department 6 of
5 this Court on July 19, 2019. Having reviewed and considered the Motion and supporting
6 declarations and supplemental briefing in support thereof, and finding good cause therefore, the
7 Court finds that:

8 1. The California Labor Workforce and Development Agency has been given proper
9 notice of this proposed settlement, in accordance with Labor Code section 2699(l)(2), and has
10 expressed no objection, and no other party has standing to object, nor has any other party done so.

11 2. Settlement of Plaintiff’s claims under PAGA for \$450,000, inclusive of attorney’s
12 fees, litigation costs, a general release payment to Plaintiff and settlement administration costs is in
13 all respects, fair, adequate, and reasonable, and was reached as a result of intensive, serious and
14 non-collusive arm’s length negotiations.

15 3. Reduction of the penalties paid in this Action pursuant to this Order and Labor Code
16 section 2699(e)(2) is appropriate to prevent an unjust, arbitrary and oppressive, or confiscatory
17 result.

18 4. Under the terms of the Amended PAGA Settlement Agreement (the “Agreement”)
19 between the parties, was filed with the Court on April 23, 2019 as an attachment to the Declaration
20 of Raul Perez, and in light of Defendant’s potential exposure, an award of attorney’s fees and costs
21 to Plaintiff’s counsel in the amount of \$227,000 falls within the range of reasonableness and the
22 results achieved in this Action justify the award.

23 5. Defendant properly submitted the proposed Settlement Agreement to the Labor and
24 Workforce Development Agency at the same time it was submitted to this Court in compliance
25 with Labor Code section 2699(l)(2).

26 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

27 1. The Motion is GRANTED and the Court approves that \$450,000, inclusive of
28 attorney’s fees, litigation costs, a general release payment to the named plaintiff and settlement

administration costs be allocated to resolve Plaintiff's claims under PAGA in this Action, and shall be distributed as follows:

- a. Approximately \$150,375 will be paid to the LWDA as its 75% share of assessed penalties recoverable under PAGA, as provided in the Agreement;
- b. \$227,000 will be paid to Plaintiff's counsel as reasonable attorney's fees and litigation costs, as provided in the Agreement;
- c. \$7,500 will be paid to Plaintiff as consideration for his general release of claims in favor of Defendant (the "General Release Payment"), as provided in the Agreement.
- d. Approximately \$15,000 will be paid to ILYM Group, Inc., as settlement administration costs, as provided in the Agreement.
- e. Approximately \$50,125 will be paid to the aggrieved employees as their 25% share of assessed penalties recoverable under PAGA, exclusive of the General Release Payment, as provided in the Agreement, and as follows:
 - i. Within the time limits set forth in the Agreement, Defendant will provide the Settlement Administrator with a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will include each Aggrieved Employees full name; most recent mailing address and telephone number; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments. The Aggrieved Employee List shall not be disclosed to Plaintiff or Plaintiff's Counsel.
 - ii. Within the time limits set forth in the Agreement, Defendant will deposit \$450,000 into a Qualified Settlement Fund to be established by the settlement administrator selected by the parties in the Agreement.

1 iii. Within the time limits set forth in the Agreement, the settlement
2 administrator will issue all payments provided in this Order. The
3 payments will be calculated as provided in this Order, and, in the
4 case of the alleged aggrieved employees, as provided in the
5 Agreement.

6 2. The Court approves and incorporates by reference all of the terms and conditions of
7 the Agreement (as defined above), including, without limitation, (i) the release of the Settled
8 Claims (paragraph 29 of the Agreement) and (ii) Plaintiff's general release of claims against
9 Defendant (paragraph 21 of the Agreement), and directs the implementation of all remaining terms,
10 conditions and provisions of the Agreement in accordance with its terms.

11 3. The Court shall retain jurisdiction over this matter until the final payment is made
12 and all obligations in the Agreement are satisfied.

13 4. This Action is dismissed with prejudice as to Plaintiff Elmar Garcia and without
14 prejudice as to all other alleged aggrieved employees. This dismissal does not extend to or
15 otherwise affect the ability of an aggrieved employee to bring individual, non-representative claims
16 against the defendant for alleged violations of the Labor Code.

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18 IT IS SO ORDERED.

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20 DATE: _____

21 Hon. Sunshine S. Sykes
22 Judge of the Superior Court
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