

1 Raymond P. Boucher, State Bar No. 115364
ray@boucher.la
2 Maria L. Weitz, State Bar No. 268100
weitz@boucher.la
3 Neil M. Larsen, State Bar No. 276490
larsen@boucher.la
4 Alexander Gamez, State Bar No. 309708
gamez@boucher.la
5 BOUCHER LLP
21600 Oxnard Street, Suite 600
6 Woodland Hills, California 91367-4903
Tel: (818) 340-5400
7 Fax: (818) 340-5401
8 Sahag Majarian II, State Bar No. 146621
sahagii@aol.com
9 LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Boulevard
10 Tarzana, California 91356
Tel: (818) 609-0807
11 Fax: (818) 609-0892
12
13 *Attorneys for Plaintiff Eduardo A. Guerrero, Jr.*

14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES, STANLEY MOSK**

17 EDUARDO A. GUERRERO, JR., Individually,
and On Behalf of Aggrieved Employees,

18 Plaintiff,
19 v.

20 HENLEY PACIFIC LA, LLC D/B/A
VALVOLINE INSTANT OIL CHANGE, a
Delaware Limited Liability Company,
21 DOES 1-100, Inclusive,

22 Defendant.

Case No. BC623683

**PLAINTIFFS' EX PARTE APPLICATION
FOR AN ORDER APPROVING
CONSOLIDATION AND SETTLEMENT
OF PAGA CLAIMS; MEMORANDUM OF
POINTS AND AUTHORITIES; AND
DECLARATION OF ALEXANDER
GAMEZ**

*Assigned for All Purposes to:
Hon. Steven J. Kleifield, Dept. 57*

Date: August 12, 2019
Time: 8:30 a.m.
Dept: 57

Action Filed: June 13, 2016
Trial Date: Not Set

1 SHAQUANNA WESTON, Individually, and
2 On Behalf of Aggrieved Employees,

3 Plaintiff,

4 v.

5 HENLEY PACIFIC LA, LLC D/B/A
6 VALVOLINE INSTANT OIL CHANGE, a
7 Delaware Limited Liability Company,
8 DOES 1-100, Inclusive,

9 Defendant.

Case No. 18STCV00475

*Assigned for All Purposes to:
Hon. Steven J. Kleifield, Dept. 57*

Action Filed:

October 5, 2018

Trial Date:

Not Set

10 **TO ALL PARTIES AND TO THEIR COUNSEL OF RECORD:**

11 **PLEASE TAKE NOTICE** that on August 12, 2019 at 8:30 a.m. in Department 57 of the
12 above entitled Court, located at 111 N. Hill Street, Los Angeles, California 90012, Plaintiff
13 Eduardo A. Guerrero Jr. in *Guerrero v. Henley Pacific LA, LLC*, Case No. BC623683, and
14 Plaintiff Shaquanna Weston in *Weston v. Henley Pacific LA, LLC*, Case No. 18STCV00475¹
15 (“Plaintiffs”) apply, on an *ex parte* basis, for an order approving consolidation and settlement of
16 Plaintiffs’ claims for civil penalties, attorneys’ fees and costs, and all other relief sought under the
17 Private Attorney General Act of 2004, Labor Code section 2698, *et seq.* (“PAGA”).

18 The basis for this application is that all parties to these actions (“the Parties”) have fully
19 executed a settlement of the above-entitled cases that disposes of the matters entirely and require
20 Court approval. Pursuant to Labor Code section 2699(1), a settlement inclusive of claims for civil
21 penalties requires approval by the Court. Accordingly, the Parties now seek the Court’s approval
22 of the consolidation and settlement so that the agreed civil penalties fund may be distributed in
23 accordance with the terms of the settlement agreement, inclusive of distributions to the Labor and
24 Workforce Development (“LWDA”), aggrieved employees, attorneys’ fees and costs, and
25 settlement administration costs.

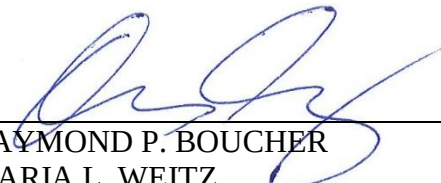
26 This *ex parte* application is based on this notice, memorandum of points and authorities,
27 the Declaration of Alexander Gamez filed concurrently herewith, the papers on record in this
28 matter, and all such oral arguments presented to the Court at the time of the hearing.

¹ Both Plaintiffs are represented by Boucher LLP and the Law Offices of Sahag Majarian II.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: August 8, 2019

BOUCHER LLP

By: 

RAYMOND P. BOUCHER
MARIA L. WEITZ
NEIL M. LARSEN
ALEXANDER GAMEZ

*Attorneys for Plaintiff Eduardo A. Guerrero, Jr.
and Shaquanna Weston*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

On June 13, 2016, Plaintiff Guerrero filed an individual and representative complaint for alleged wage and hour violations against Defendant under PAGA on behalf of himself and allegedly aggrieved employees of Defendant in the Superior Court of California for the County of Los Angeles, which case is entitled *Guerrero v. Henley Pacific LA, LLC*, LASC Case No. BC623683 (“*Guerrero* PAGA Action”).

On October 5, 2018, Plaintiff Weston filed an individual and representative complaint for similar alleged wage and hour violations against Defendant under the PAGA on behalf of herself and allegedly aggrieved employees of Defendant in the Superior Court of California for the County of Los Angeles, which case is entitled *Weston v. Henley Pacific LA, LLC*, LASC Case Number 18STCV00475 (“*Weston* PAGA Action”).

On February 28, 2019, the Court issued an Order relating the *Guerrero* PAGA Action and the *Weston* PAGA Action pursuant to California Rules of Court, rule 3.300(a). (Declaration of Alexander Gamez (“*Gamez Decl.*”), ¶ 2, Ex. A.) The Order further provided that the later-filed *Weston* PAGA Action transferred to the courtroom and judge presiding over the first-filed *Guerrero* PAGA Action, the Honorable Steven J. Kleifield, Department 57. (*Id.*)

Plaintiffs have agreed to settle their claims brought pursuant to PAGA as set forth in a Settlement Agreement and Limited Release, on behalf of Defendant’s non-exempt employees in California May 18, 2015 to the date upon which the Court enters approval of this Settlement pursuant to California Labor Code section 2699(l). (*Id.* at ¶ 3, Ex. B.) Pursuant to Labor Code section 2699(1), “[t]he Superior Court shall review and approve any penalties sought,” as part of the resolution of a case that involve[s] PAGA claims.” (Lab. Code § 2699(1).)

On July 10, 2019, the Parties filed a Stipulation and Proposed Order to Consolidate Cases and Approve Settlement of Plaintiffs’ PAGA Claims; Appointing Settlement Administrator; and Awarding Attorneys’ Fees and Costs with the Court (the “Stipulation”). (*Id.* at ¶ 4, Ex.C.) As of the filing of this *ex parte* application, it is uncertain as to whether the Court has had the opportunity to review the aforementioned Stipulation. (*Id.* at ¶ 7.)

On August 8, 2019, Plaintiffs’ counsel notified Defendant’s counsel of their intent to apply *ex parte* to approve the consolidation and settlement of Plaintiffs’ PAGA claims for civil penalties pursuant to the Parties’ Stipulation and executed settlement. (*Id.* at ¶ 8.) Plaintiffs provided notice of the date, time and location on which this application would be made to Defendants’ Counsels, Koray Bulut and April Sun, at their respective email addresses kbulut@goodwinlaw.com and asun@goodwinlaw.com, as well as the substance of the application and grounds for the requested continuance. (*Id.*) On August 8, 2019 at 5:16 p.m., Defendant’s counsel notified Plaintiffs’ counsel that Defendant would not oppose Plaintiff’s *ex parte* application to approve the consolidation and settlement of both PAGA actions. (*Id.* at ¶ 9.)

Accordingly, by this application, Plaintiff requests that the Court approve the consolidation and settlement of Plaintiffs’ PAGA claims for civil penalties alleged in these matters.

II. GOOD CAUSE EXISTS FOR THE COURT TO APPROVE THE PROPOSED SETTLEMENT

Good cause exists to grant *ex parte* relief for the Court to approve the proposed consolidation and settlement because: (1) approval of the consolidation and settlement of these PAGA actions will fully and entirely resolve the cases; (2) waiting for the process of a noticed motion will delay the resolution of the case even further; and (3) the Parties are operating under the expectation that the matters have been resolved and, thus, are not taking action that would otherwise need to be taken (*e.g.*, discovery, depositions, etc.) if the cases are not resolved. Moreover, because the Parties have already stipulated for the Court to consolidate and approve the settlement, no party would be prejudiced by having this matter heard on an *ex parte* basis.

III. THE COURT SHOULD APPROVE THE SETTLEMENT TO ENFORCE PAGA’S PUBLIC POLICY AND TO ABIDE BY ITS STATUTORY SCHEME

PAGA was passed because the Legislature believed it necessary “to achieve maximum compliance with state labor laws” and “to ensure an effective disincentive for employers to engage in unlawful and anticompetitive business practices.” (2003 Cal. Legis. Serv. Ch. 906 section 1(a).) The Legislature further found that, while self-policing efforts have had some success, “in other cases the only meaningful deterrent to unlawful conduct is the vigorous assessment and collection of civil penalties as provided in the Labor Code.” (*Id.* at section 1(b).) Through PAGA, the

1 Legislature thus: (1) sought to “enlist[] willing citizens in the task of private enforcement,” (2)
2 “deputized” aggrieved employees to sue on behalf of the State to enforce state labor laws; and (3)
3 authorized them to recover civil penalties, attorneys’ fees, and costs. (*Iskanian v. CLS Transp. Los*
4 *Angeles LLC* (2014) 59 Cal.4th 348, 390; 2003 Cal. Legis. Serv. Ch. 906 (Legislative Counsel’s
5 Digest).) In bringing a PAGA action, “[t]he employee-plaintiff acts as the proxy or agent of the
6 state labor enforcement agencies, representing the same legal right and interest as those agencies .
7 . . .” *Iskanian* 59 Cal.4th at 394.

8 As for the interests of the LWDA (in whose shoes Plaintiffs stand), its top enforcement
9 priorities are “to vigorously enforce minimum labor standards in order to ensure employers are
10 not required or permitted to work under substandard unlawful conditions . . .” and to “protect
11 employers who comply with the law from those who attempt to gain a competitive advantage at
12 the expense of their workers by failing to comply with minimum labor standards.” Labor Code section
13 90.5(a).

14 Here, the LWDA stands to receive a significant sum in return for settlement for these matters,
15 which is indicative that this settlement achieved PAGA’s goal to deter violations of the Labor Code.
16 In accordance with the terms of the Parties’ settlement agreement and without any admission of
17 liability or admission regarding the value of Plaintiffs’ claims, Defendants have agreed to pay a
18 maximum amount of Two Hundred Eighty Thousand Dollars (\$280,000) (“Gross Settlement Fund”)
19 to settle Plaintiffs’ representative claims for civil penalties under PAGA that were alleged in the
20 LWDA Notices and/or operative complaints in the proposed consolidated actions, including, without
21 limitation, violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510,
22 512, 551, 552, 558, and 1194, 1194.2, 1197, 1197.1, 1198, 1199) or that could have been alleged based
23 on the factual allegations in the LWDA Notices and/or operative complaints in the Consolidated
24 Action during the Settlement Period. (Gamez Decl., ¶ 4, Ex. C.) Indeed, pursuant to Labor Code
25 section 2699(l), Seventy Five Percent (75%) or One Hundred Eleven Thousand Two Hundred Seventy
26 Four Dollars and Eighty Six Cents (\$111,274.86) of the PAGA Penalties Fund will be paid to the
27 LWDA (“LWDA Payment”), and the remaining Twenty-Five Percent (25%) or Thirty Seven
28

1 Thousand Ninety One Dollars and Sixty Two Cents (\$37,091.62) will be paid to all Aggrieved
2 Employees (the “PAGA Employees Payment”). (*Id.*)

3 Further, the proposed settlement agreement is fair and reasonable, in that it requests incentive
4 payments for each Plaintiff totaling \$8,000, attorneys’ fees amounting to no more than 33.33% of the
5 maximum settlement amount equating to \$93,240, actual litigation costs totaling approximately
6 \$11,393.52, and settlement administration costs amounting to \$19,000. (*Id.*)

7 On August 7, 2019, Plaintiffs filed a true and correct copy of the Stipulation or proposed
8 settlement agreement with the LWDA and advised of the date, time, and place of the hearing on
9 Plaintiffs’ *ex parte* application. (*Id.*, ¶¶ 5-6, Exhs. D, E.)

10 In light of the above, the proposed settlement reasonably advances PAGA’s purpose to deter
11 violations of the Labor Code. Accordingly, to ensure that the terms and conditions of the proposed
12 settlement agreement are promptly instituted without delay, in furtherance of the interests of the
13 LWDA and Aggrieved Employees, Plaintiffs respectfully requests that the Court approve the proposed
14 settlement agreement.

15 **IV. DEFENDANT RECEIVED ADEQUATE TIMELY NOTICE OF THIS *EX PARTE***
16 **APPLICATION PURSUANT TO CALIFORNIA RULES OF COURT 3.1200, *ET***
17 ***SEQ.***

18 Plaintiffs have provided Defendants with adequate and timely notice of this *ex parte*
19 application. (Cal. R. Ct. rules 3.1203, 3.1204; Gamez Decl. at ¶ 8.) On August 8, 2019, Plaintiffs’
20 counsel advised Defendant’s counsel via email that Plaintiffs would seek an order for the Court to
21 approve the consolidation and settlement of the PAGA actions on an *ex parte* basis and that the
22 matter would be set for August 12, 2019, at 8:30 a.m. in Department 57. (*Id.*)

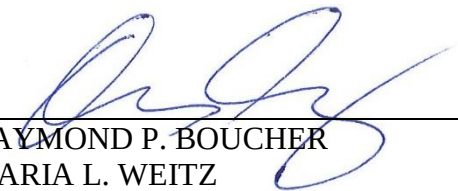
23 **V. CONCLUSION**

24 Based upon the foregoing, Plaintiff respectfully requests that the Court approve the
25 settlement agreement. Alternatively, Plaintiff requests that the Court shorten the time to hear a
26 motion to approve the PAGA settlement and treat this *ex parte* application as the motion for that
27 purpose.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: August 8, 2019

BOUCHER LLP

By: 

RAYMOND P. BOUCHER
MARIA L. WEITZ
NEIL M. LARSEN
ALEXANDER GAMEZ

*Attorneys for Plaintiff Eduardo A. Guerrero, Jr.
and Shaquanna Weston*

DECLARATION OF ALEXANDER GAMEZ

I, Alexander Gamez, declare as follows:

1. I am an associate at Boucher LLP. I am an attorney duly licensed to practice law in the State of California and am over the age of eighteen. I am submitting this declaration in support of Plaintiff Eduardo Guerrero and Shaquanna Weston's Ex Parte Application For an Order Approving Consolidation and Settlement of PAGA Claims. I am familiar with the file, documents, and history related to this case. The following statements are based on my personal knowledge. If called on to do so, I could and would testify competently thereto.

2. On February 28, 2019, this Court issued an Order relating the *Guerrero* PAGA Action and the *Weston* PAGA Action pursuant to California Rules of Court, rule 3.300(a). The Order further provided that the later-filed *Weston* PAGA Action transferred to the courtroom and judge presiding over the first-filed *Guerrero* PAGA Action, the Honorable Steven J. Kleifield, Department 57. A true and correct copy of the February 28, 2019 Order is attached hereto as **Exhibit A**.

3. Plaintiffs have agreed to settle their claims brought pursuant to PAGA as set forth in a PAGA Settlement Agreement and Limited Release, on behalf of Defendant's non-exempt employees in California May 18, 2015 to the date upon which the Court enters approval of this Settlement pursuant to California Labor Code section 2699(l). A true and correct copy of the PAGA Settlement Agreement is attached hereto as **Exhibit B**.

4. On July 10, 2019, the Parties filed a Stipulation and Proposed Order to Consolidate Cases and Approve Settlement of Plaintiffs' PAGA Claims; Appointing Settlement Administrator; and Awarding Attorneys' Fees and Costs with the Court (the "Stipulation"). A true and correct copy of the Stipulation is attached hereto as **Exhibit C**.

5. On August 7, 2019, I filed a true and correct copy of the Stipulation on behalf of Plaintiff Guerrero with the LWDA and advised of the date, time, and place of the hearing on Plaintiffs' *ex parte* application. True and correct copy of email from the LWDA confirming receipt of the Stipulation is attached hereto as **Exhibit D**.

6. On August 7, 2019, I filed a true and correct copy of the proposed stipulation to

1 consolidate and settlement agreement on behalf of Plaintiff Weston with the LWDA and advised
2 of the date, time, and place of the hearing on Plaintiffs' *ex parte* application. A true and correct
3 copy of email from the LWDA confirming receipt of the Stipulation is attached hereto as **Exhibit**
4 **E.**

5 7. As of the filing of this *ex parte* application, it is as to whether the Court has had the
6 opportunity to review the aforementioned Stipulation.

7 8. On August 8, 2019 at 5:05 p.m., Plaintiffs' counsel notified Defendant's counsel
8 via email of their intent to apply *ex parte* on Monday August 12, 2019 at 8:30 a.m. in Department
9 57 to approve the consolidation and settlement of Plaintiffs' PAGA claims for civil penalties
10 pursuant to the Parties' Stipulation and executed settlement. Plaintiffs provided notice of the date,
11 time and location on which this application would be made to Defendants' Counsels, Koray Bulut
12 and April Sun, at their respective email addresses kbulut@goodwinlaw.com and
13 asun@goodwinlaw.com, as well as the substance of the application and grounds for the requested
14 continuance. A true and correct copy of Plaintiffs' email regarding notice is attached hereto as
15 **Exhibit F.**

16 9. On August 8, 2019 at 5:16 p.m., Defendant's counsel notified Plaintiffs' counsel
17 that Defendant would not oppose Plaintiff's *ex parte* application to approve the consolidation and
18 settlement of both PAGA actions. A true and correct copy of Defendant's email regarding
19 Plaintiffs' notice is attached hereto as **Exhibit G.**

20 I declare under the penalty of perjury under the laws of the state of California that the
21 foregoing is true and correct

22 Executed on this 8th day of August, 2019, Woodland Hills, California.

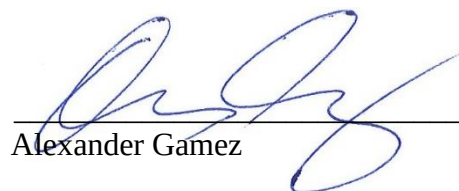
23
24
25 
26
27
28 Alexander Gamez

Exhibit “A”

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 57

BC623683

**EDUARDO A GUERRERO JR VS HENLEY PACIFIC LA
LLC**

February 28, 2019

8:30 AM

Judge: Honorable Steven J. Kleinfeld
Judicial Assistant: J. Jimenez
Courtroom Assistant: S. Jusi

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Alexander Gamez

For Defendant(s): April Sun (Telephonic)

NATURE OF PROCEEDINGS: Case Management Conference

The matter is called for hearing.

The parties have filed a joint statement in favor of relating cases.

The Court finds that the following cases, BC623683 and 18STCV00475, are related within the meaning of California Rules of Court, rule 3.300(a). BC623683 is the lead case. For good cause shown, said cases are assigned to Judge Steven J. Kleinfeld in Department 57 at Stanley Mosk Courthouse for all purposes.

Case Management Conference is scheduled for 05/15/19 at 08:30 AM in Department 57 at Stanley Mosk Courthouse.

Notice is waived.

Exhibit “B”

KORAY J. BULUT (SBN 230298)

kbulut@goodwinlaw.com

APRIL SUN (SBN 291633)

asun@goodwinlaw.com

GOODWIN PROCTER LLP

Three Embarcadero Center

San Francisco, California 94111

Telephone: 415.733.6000

Facsimile: 415.677.9041

Attorneys for Defendant

HENLEY PACIFIC LA, LLC

[Additional counsel listed on signature page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

STANLEY MOSK COURTHOUSE

EDUARDO A. GUERRERO, JR., Individually,
and On Behalf of Aggrieved Employees,

Plaintiff,

v.

HENLEY PACIFIC LA, LLC D/B/A
VALVOLINE INSTANT OIL CHANGE, a
Delaware Limited Liability Company,
DOES 1-100, Inclusive,

Defendant.

Lead Case No. BC623683

PAGA SETTLEMENT AGREEMENT

*Assigned for All Purposes to:
Hon. Steven J. Kleifield, Dept. 57*

Action Filed: June 13, 2016

Trial Date: Not Set

SHAQUANNA WESTON, Individually, and
On Behalf of Aggrieved Employees,

Plaintiff,

v.

HENLEY PACIFIC LA, LLC D/B/A
VALVOLINE INSTANT OIL CHANGE, a
Delaware Limited Liability Company,
DOES 1-100, Inclusive,

Defendant.

Related Case No. 18STCV00475

*Assigned for All Purposes to:
Hon. Steven J. Kleifield, Dept. 57*

Action Filed: October 5, 2018

Trial Date: Not Set

Subject to Court approval, Plaintiff Eduardo A. Guerrero Jr., Plaintiff Shaquanna Weston (collectively “Plaintiffs”), and Henley Pacific LA, LLC (“Defendant”) (collectively, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the *Guerrero v. Henley Pacific LA, LLC*, Case No. BC623683 and *Weston v. Henley Pacific LA, LLC*, Case No. 18STCV00475 (the “Consolidated Action”). Upon Court approval, Plaintiffs will dismiss this action with prejudice.

PERSONS COVERED BY THE SETTLEMENT AGREEMENT

1. Covered Employees. This Settlement Agreement covers all non-exempt persons who worked for Defendant at any time from May 18, 2015 to the Approval Date (“Aggrieved Employees”). As used herein, the “Approval Date” shall mean the date upon which the Court enters approval of this Settlement pursuant to California Labor Code section 2699(l).

2. Settlement Period. The Settlement covers the period from May 18, 2015 to the Approval Date (“Settlement Period”).

THE CONSOLIDATED ACTION

3. The PAGA Claims. The Consolidated Action was filed as two separate PAGA representative actions, which collectively allege PAGA penalties based upon purported violations of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, and 1194, 1194.2, 1197, 1197.1 and IWC Wage Orders by Defendant, as articulated in the pre-suit notices to the California Labor and Workforce Development Agency (the “LWDA Notices”) (these claims will hereinafter be referred to as “PAGA Claims”), including but not limited to, the following:

a. Failure to provide timely thirty minute off-duty and uninterrupted meal periods for every five hours worked in violation Labor Code sections 226.7 and 512;

b. Failure to pay a premium wage equivalent to an additional hour of pay at the regular rate of pay for each workday that a compliant thirty minute meal period was not provided in violation of Labor Code sections 226.7 and 512;

c. Failure to provide ten minute off-duty rest periods for every four hours worked, or major fraction thereof, in violation of Labor Code section 226.7;

- d. Failure to pay a premium wage equivalent to an additional hour of pay at the regular rate of pay for each workday a compliant ten minute off-duty rest period was not provided in violation of Labor Code sections 226.7;
- e. Failure to pay correct overtime wages owed in violation of Labor Code section 510 and 1194;
- f. Failure to pay all wages owed twice during each calendar month in violation of Labor Code section 204;
- g. Failure to provide one day's rest in seven days worked in violation of Labor Code section 551 and 552;
- h. Failure to furnish accurate and/ or complete itemized wage statements in violation of Labor Code section 226 and 226.3;
- i. Failure to pay all vested and unused vacation pay in violation of Labor Code section 227.3; and
- j. Failure to timely pay all final wages owed upon separation of employment in violation of Labor Code sections 201, 202, and 203.

PAGA SETTLEMENT

4. Gross Settlement Fund. The Parties agree that Two Hundred Eighty Thousand Dollars (\$280,000) represents the maximum amount payable in this settlement by Defendant and includes the PAGA Penalties Fund, Plaintiff Guerrero's and Weston's Representative Service Awards, Settlement Administration Costs, and all Attorneys' Fees and Costs. This is a no claims made, non-reversionary settlement.

5. PAGA Penalties Fund. The PAGA Penalties Fund is the amount of the Gross Settlement Fund remaining after deductions, authorized by this agreement, for Attorneys' Fees and Costs, Settlement Administration Costs, and Plaintiff Guerrero's and Weston's Representative Service Awards. The Parties agree that in total Defendant will pay One Hundred Forty Eight Thousand Three Hundred Sixty Six Dollars and Forty Eight Cents (\$148,366.48) to the California Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees in full satisfaction of claims for civil penalties pursuant to Labor Code section 2689 *et. seq.* that were

1 alleged in the LWDA Notices and/or operative complaints in the Consolidated Action (including,
2 without limitation, for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226,
3 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, and 1194, 1194.2, 1197, 1197.1, 1198, 1199) or that
4 could have been alleged based on the factual allegations in the LWDA Notices and/or operative
5 complaints in the Consolidated Action during the Settlement Period (“PAGA Penalties Fund”).

6 Pursuant to the Labor Code section 2699(l), Seventy Five Percent (75%) or One Hundred
7 Eleven Thousand Two Hundred Seventy Four Dollars and Eighty Six Cents (\$111,274.86) of the
8 PAGA Penalties Fund will be paid to the LWDA (“LWDA Payment”), and the remaining Twenty-
9 Five Percent (25%) or Thirty Seven Thousand Ninety One Dollars and Sixty Two Cents
10 (\$37,091.62) will be paid to all Aggrieved Employees (the “PAGA Employees Payment”).

11 The PAGA Employees Payment from the PAGA Penalties Fund will be calculated and
12 issued as follows: The PAGA Employees Payment (\$37,091.62) shall be distributed among
13 Aggrieved Employees, whom shall receive a *pro rata* share determined based on the number of
14 pay periods that he or she was employed by Defendant in the State of California from May 18,
15 2015 through the Approval Date (the “Calculations Period”) relative to the total number of pay
16 periods during which all of the Aggrieved Employees provided services to Defendant in the State
17 of California during the Calculations Period. The PAGA Employees Payment shall be distributed
18 to Aggrieved Employees, in accordance with their calculated *pro rata* share, via check no later
19 than fifteen (15) business days of the Settlement Administrator’s receipt of the Gross Settlement
20 Fund. Each Aggrieved Employee shall be issued an IRS Form 1099, if applicable.

21 6. Effective Date. Shall mean the date on which the Order of the Court approving this
22 Settlement Agreement and entering judgment becomes final and non-appealable. Thus, if no
23 appeal, review, or writ is sought from the Order, the Effective Date shall be the sixty-first (61st)
24 day after the date upon which Order approving this Settlement Agreement is entered. If an appeal,
25 review, or writ is sought from the Order, the Effective Date shall be the date upon which all
26 resulting appellate proceedings have concluded in such a manner as to permit the Order to take
27 effect.
28

1 7. Attorneys' Fees and Costs. Subject to Court Approval, in full satisfaction of all
2 claims Plaintiffs may have for attorneys' fees, litigation costs, and expenses arising out of the
3 Consolidated Action, Plaintiffs' counsel, BOUCHER LLP and LAW OFFICES OF SAHAG
4 MAJARIAN II, shall be entitled to receive reasonable attorneys' fees in an amount not to exceed
5 33 1/3% of the Gross Settlement Fund, which amounts to a total of Ninety-Three Thousand Two
6 Hundred Forty Dollars (\$93,240) in attorneys' fees and Eleven Thousand Three Hundred Ninety
7 Three Dollars and Fifty Two Cents (\$11,393.52)¹ in actual litigation costs and expenses incurred
8 in this Action (the "Attorneys' Fees and Costs"). The abovementioned attorneys' fees and costs
9 will be allocated evenly between Plaintiffs' counsel, BOUCHER LLP and LAW OFFICES OF
10 SAHAG MAJARIAN II. Any amount awarded to Plaintiffs' counsel less than the amount sought
11 will result in the non-awarded amounts being contributed to the PAGA Penalties Fund, available
12 for distribution to Aggrieved Employees. Plaintiffs' Counsel shall be paid any Court awarded
13 attorneys' fees and costs no later than later than fifteen (15) business days of the Settlement
14 Administrator's receipt of the Gross Settlement Fund. The Settlement Administrator shall issue an
15 IRS Form 1099-MISC to Plaintiffs' Counsel for the payments made pursuant to this Paragraph.

16 8. Settlement Administration Fees. The Settlement Administrator (KCC, LLC) shall
17 be paid for the costs of administration of the Settlement. The Parties estimate that the cost of
18 administration to be the sum of Nineteen Thousand Dollars (\$19,000), in connection with the
19 execution of its duties under this Settlement Agreement including, but not limited to: (i) fees and
20 costs associated with preparing and issuing and notices (including the cost of printing and mailing
21 all notices and other documents to the Settlement Class) required to be prepared in the course of
22 administering distribution of the PAGA Penalties Fund; (ii) computing, processing and
23 distributing the settlement payments and any other payments to be made out of the PAGA
24 Penalties Fund and other settlement proceeds under this Settlement Agreement; and (iii) preparing
25 and filing any tax returns and/or information returns and any other filings to the extent required by
26 any governmental taxing authority or agency arising out of this Settlement, including but not

27 ¹ This includes approximately \$560 in estimated anticipated costs for filing future papers, travel
28 costs associated with appearances and a court reporter. Whatever portion of these estimated costs
that are not approve or taken on by Plaintiff will be diverted to the PAGA Penalties Fund.

1 limited to, any filings required to comply with the procedures set forth in Section 15 of this
2 Settlement Agreement (the “Settlement Administration Fees”).

3 To the extent the Settlement Administrator determines that any additional amount in the
4 settlement administration fee is required to administrate the settlement, any such additional
5 amounts will be deducted from the PAGA Penalties Fund and Attorneys’ Fee above, and
6 Defendant shall not be required to make any additional payments toward settlement
7 administration.

8 9. Plaintiffs’ Representative Service Awards.

9 Subject to Court approval, Plaintiff Guerrero shall be paid a Representative Service Award
10 not to exceed \$7,000 (the “Guerrero Service Award”) and Plaintiff Weston shall be paid a
11 Representative Service Award not to exceed \$1,000 (the “Weston Service Award”), for their
12 respective time and effort in bringing and presenting this Action, for the risks they personally
13 undertook to prosecute this Action for the benefit of other Aggrieved Employees, and for the
14 General Release they are providing Defendant. Defendant shall not oppose or object to Plaintiffs’
15 requested Representative Service Awards. Plaintiffs’ respective Representative Service Awards
16 shall be paid to Plaintiffs no later than fifteen (15) business days of the Settlement Administrator’s
17 receipt of the Gross Settlement Fund.

18 10. Release of Representative Claims.

19 Upon the Effective Date, Plaintiffs, on behalf of themselves and Aggrieved Employees,
20 shall fully release and discharge PAGA claims seeking civil penalties under Labor Code section
21 2698, *et seq.*, predicated upon the factual allegations alleged and could have been alleged in the
22 operative complaint (“Released Claims”) during the period from May 10, 2015 through the
23 Effective Date (“Settlement Period”) against Defendant and its current and former parents,
24 subsidiaries, affiliates, officers, directors, employees, partners, shareholders and agents, attorneys,
25 and any other successors, assigns, or legal representatives (“Defendant Released Parties”).

26 11. Plaintiffs’ General Release of Claims.

27 In addition to the release of Representative Claims, Plaintiffs, on behalf of themselves,
28 their heirs, successors, assigns, and estates, in exchange for the terms and conditions of this

1 Agreement, including Plaintiffs' requested Representative Service Awards, shall also, as of the
2 Effective Date, fully and forever release the Defendant Release Parties from any and all claims,
3 demands, obligations, causes of action, rights, or liabilities of any kind which have been or could
4 have been asserted against Defendant Released Parties as of the date of Plaintiffs' execution of
5 this Agreement, including without limitation, the Released Claims (as defined in Section 13), any
6 and all claims arising out of or relating to Plaintiffs' employment with Defendant or termination
7 thereof, claims for disputed wages, restitution, penalties, retaliation, defamation, discrimination,
8 harassment, wrongful termination of employment, or expense reimbursement. This release
9 specifically includes any and all claims, demands, obligations and/or causes of action for damages,
10 restitution, penalties, interest, and attorneys' fees and costs (except those provided for under
11 Section 7 of this Settlement Agreement) relating to or in any way connected with the matters
12 referred to herein, whether or not known or suspected to exist, and whether or not specifically or
13 particularly described herein. Plaintiffs further agree never to knowingly apply for work with
14 Defendant or its successor in interest in the future, and they agree that Defendant may rely upon
15 this promise not to hire them. Plaintiffs will waive all rights and benefits afforded by California
16 Civil Code Section 1542, which provides:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
18 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
19 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
20 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
21 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
22 OR RELEASED PARTY.

23 a. No Pending or Future Lawsuits. Plaintiffs represent that they have no lawsuits,
24 claims, or actions pending in their name, or on behalf of any other person or entity, against the
25 Defendant or any of the Defendant Released Parties. Plaintiffs also represent that Plaintiffs do not
26 intend to bring any claims on their own behalf or on behalf of any other person or entity against
27 Defendant or any of the Defendant Released Parties.
28

1 b. No Cooperation. Plaintiffs and their agents and representatives will not knowingly
2 encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any
3 disputes, differences, grievances, claims, charges, or complaints by any third party against any of
4 the Defendant Released Parties, unless under a subpoena or other court order to do so. If
5 approached by anyone for counsel or assistance in the presentation or prosecution of any disputes,
6 differences, grievances, claims, charges, or complaints against any of the Defendant Released
7 Parties, Plaintiffs shall state no more than that they cannot provide counsel or assistance.

8 12. Settlement and Release of Aggrieved Employees' Representative Claims. Upon entry of
9 an order approving the Settlement, Aggrieved Employees will be forever barred from pursuing against the
10 Defendant Released Parties any and all claims, rights, demands, liabilities and causes of action related to
11 the Released Claims (as defined in Paragraph 13) which arose at any time during the Settlement Period.
12 Plaintiffs and Aggrieved Employees agree not to sue or otherwise make a claim against any of the Released
13 Parties that seeks recovery for any of the Released Claims. It is the intent of the Plaintiffs and Defendant
14 that the Settlement Approval Order entered by the Court shall have full *res judicata* effect and be final and
15 binding upon Aggrieved Employees regarding Aggrieved Employees' Released Claims.

16 13. Definition of "Released Claims". "Released Claims" means all PAGA claims
17 seeking civil penalties under California Labor Code sections 2698, *et seq.*, on behalf of Aggrieved
18 Employees, that were actually alleged or that could have been alleged against the Defendant
19 Released Parties based on the facts stated in the LWDA Notices and operative complaints in the
20 Consolidated Action. Released Claims also includes any claim brought under California Labor
21 Code sections 2698, *et seq.*, against Defendant Released Parties in the Consolidated Action for
22 alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510,
23 512, 551, 552, 558, 1194, 1194.2, 1197, 1198, 1199 and the IWC Wage Orders including but not
24 limited to, the following: a.) Failure to provide timely thirty minute off-duty and uninterrupted
25 meal periods for every five hours worked; b) Failure to pay a premium wages, including failure to
26 pay premium wage at a rate equivalent to an additional hour of pay at the regular rate of pay, for
27 each workday that a compliant thirty minute meal period was not; c.) Failure to provide ten minute
28 off-duty rest periods for every four hours worked, or major fraction thereof; d.) Failure to pay a

1 premium wages, including failure to pay premium wage at a rate equivalent to an additional hour
2 of pay at the regular rate of pay, for each workday a compliant ten minute off-duty rest period was
3 not authorized or permitted; e.) Failure to pay any and all wages owed, including the correct
4 overtime or double time wages; f.) Failure to pay all wages owed twice during each calendar
5 month; g.) Failure to provide one day's rest in seven days worked; h.) Failure to furnish accurate
6 and/ or complete itemized wage statements, including any claim that any item required by Labor
7 Code 226(a), 226.2 or 246 was not included on the wage statement or was included but was not
8 accurate; i.) Failure to pay all vested and unused vacation pay; and j.) Failure to timely pay all
9 final wages owed upon separation of employment.

10 **ADDITIONAL SETTLEMENT TERMS**

11 14. Court Approval of Settlement. The Parties will present this Settlement Agreement
12 to the Court and will request that the Court issue an order approving and incorporating by
13 reference the terms and conditions of the Settlement Agreement. Should the Court not approve this
14 Agreement, the Parties shall request leave and work jointly to attempt to modify the Settlement in
15 order to obtain the Court's approval. To the extent there is any modification by the Court of the
16 Agreement, the Agreement may be voided at the option of the adversely affected party, except as
17 to modifications to Plaintiffs' attorneys' fees and costs, which modification and final approval is
18 binding on Plaintiffs and their counsel.

19 15. Settlement Payments. No later than fifteen (15) days after the Effective Date,
20 Defendant shall provide the Gross Settlement Fund (amounting to no more than \$280,000) to the
21 Settlement Administrator. The Settlement Administrator shall issue all payments referenced herein
22 from the Gross Settlement Fund to Aggrieved Employees, the LWDA, Plaintiffs for their
23 respective Representative Service Awards, and Plaintiffs' counsel for their requested Attorney's
24 Fees and Costs within fifteen (15) business days of receipt of the Gross Settlement Fund from
25 Defendant.

26 After the Settlement Administrator mails out the PAGA Employees Payment (the "Date of
27 Mailing"), each Aggrieved Employee shall have one-hundred and eighty (180) calendar days to
28 cash the PAGA Employees Payment check that was mailed to them by the Settlement

1 Administrator. After one-hundred and eighty (180) calendar days from the Date of Mailing, the
2 checks shall become null and void, and any monies remaining in the distribution account shall be
3 distributed to the Controller of the State of California (“Controller”) to be held pursuant to the
4 Unclaimed Property Law, California Code of Civil Procedure § 1500 *et seq.*, for the benefit of
5 those Non-exempt Employees who did not timely cash their checks. The Settlement Administrator
6 shall also, in accordance with California Code of Civil Procedure section 1530, compile a report of
7 Non-exempt Employees on whose behalf these monies are transferred to Controller. The report
8 filed with the Controller shall include: (1) the amount attributable to each such Non-exempt
9 Employee; (2) the name, last known address, and social security number of each Non-exempt
10 Employee on whose behalf unclaimed funds are being transferred to the Controller.

11 16. Scope of Representation. The Parties agree that the Plaintiffs and their counsel do
12 not represent any other current or former employees of Defendant for any purpose or in any
13 capacity.

14 17. Submission to LWDA. Within 10 days after entry of a judgment or order
15 approving, denying, or modifying the award of civil penalties contemplated by this Agreement,
16 the Parties shall submit a copy of the judgment or order to the LWDA pursuant to Lab. Code §
17 2699(1)(3).

18 18. No Prior Assignments. The Parties and their counsel represent, covenant, and
19 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
20 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
21 action, cause of action or right herein released and discharged.

22 19. Judgment and Continued Jurisdiction. Upon approval of the Settlement by the
23 Court, the Parties will ask the Court to enter a judgment terminating the Consolidated Action
24 (“Judgment”). After entry of the Judgment, the Court will have continuing jurisdiction solely for
25 purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b)
26 Settlement administration matters, and (c) such post-Judgment matters as may be appropriate
27 under court rules or as set forth in this Settlement. Pursuant to California Code of Civil Procedure
28 section 664.6, the Parties hereby agree, acknowledge, stipulate and request that the Court retain

jurisdiction over the Parties to enforce the settlement until performance in full of the terms of this settlement.

20. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties, including without limitation the Memorandum of Understanding dated July 31, 2018.

21. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

22. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

23. Binding on Successors and Assigns. This Settlement Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

24. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

25. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies

of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

26. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Consolidated Action and have arrived at this Settlement after arm's-length negotiations, with the assistance of an experienced mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

27. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

28. Waiver of Certain Appeals. The Parties agree to waive appeal on entry of final judgment pursuant to this Settlement and by the Court.

29. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

30. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

31. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

1 32. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
2 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
3 construed more strictly against one party than another merely by virtue of the fact that it may have
4 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-
5 length negotiations between the Parties, all Parties have contributed to the preparation of this
6 Settlement Agreement.

7 33. Representation By Counsel. The Parties acknowledge that they have been
8 represented by counsel throughout all negotiations that preceded the execution of this Settlement
9 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
10 counsel, and reviewed in full. All Terms Subject to Final Court Approval. All amounts and
11 procedures described in this

12 34. All Terms Subject to Final Court Approval. Settlement Agreement herein will be
13 subject to final approval by order of the Court (“Settlement Approval Order”).

14 35. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
15 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
16 this Settlement Agreement.

17 36. No Admission of Wrongdoing. The Parties agree that this Settlement Agreement
18 does not constitute an admission by Defendant or any of the Defendant Released Parties of any of
19 the matters alleged in the Consolidated Action or of any violation by any of them of any federal,
20 state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any
21 liability or wrongdoing whatsoever. Neither this Settlement nor anything in this Settlement
22 Agreement shall be construed to be or shall be admissible in any proceeding as evidence of
23 liability or wrongdoing by Plaintiffs, Defendant or any of Defendant’s parents, subsidiaries,
24 divisions, affiliated corporations, trustees, directors, officers, shareholders, agents, attorneys,
25 insurers, or employees.

26 37. Tax Treatment. For tax purposes, all payments made to Aggrieved Employees and
27 Plaintiffs under this Agreement shall be treated as penalties and pursuant to a 1099, if applicable.
28 Defendant makes no representations or warranties with respect to the tax consequences of the

1 payments provided to Aggrieved Employees and Plaintiffs under the terms of this Agreement.
2 Aggrieved Employees and Plaintiffs are responsible for payment, if any, of local, state, and/or
3 federal taxes on the payments provided hereunder by Defendant and any penalties or assessments
4 thereon.

5 38. Circular 230 Disclaimer.

6 The Parties acknowledge and agree that (1) no provision of this Settlement Agreement, and
7 no written communication or disclosure between or among the Parties, Plaintiffs' Counsel or
8 Defense Counsel and other advisers, is or was intended to be, nor shall any such communication
9 or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
10 United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
11 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
12 counsel for advice (including tax advice) in connection with this Settlement Agreement, (b) has
13 not entered into this Settlement Agreement based upon the recommendation of any other party or
14 any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication
15 or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be
16 imposed on the acknowledging party; and (3) no attorney or advisor to any other party has
17 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
18 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
19 acknowledging party of the tax treatment or tax structure of any transaction, including any
20 transaction contemplated by this Settlement Agreement.

21 39. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
22 the interpretation, calculation or payment of Aggrieved Employee payments, or other disputes
23 regarding compliance with this Agreement shall be resolved as follows:

24 a. If Plaintiffs or Plaintiffs' Counsel, on behalf of Plaintiffs or any Aggrieved
25 Employee, or Defendant at any time believe that another Party has breached or acted contrary to
26 the Agreement, that Party shall notify the other Parties in writing of the alleged violation.
27
28

1 b. Upon receiving notice of the alleged violation or dispute, the responding party shall
2 have thirty (30) days to correct the alleged violation and/or respond to the initiating party with the
3 reasons why the Party disputes all or part of the allegation.

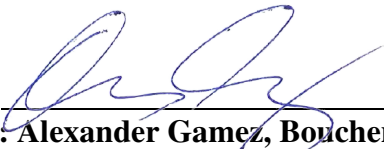
4 c. If the response does not address the alleged violation to the initiating Party's
5 satisfaction, the Parties shall negotiate in good faith for up to thirty (30) days to resolve their
6 differences.

7 d. If Plaintiffs' Counsel and Defendant are unable to resolve their differences pursuant
8 to Section 39c, either Party may file an appropriate motion for enforcement with the Court.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ACCEPTED AND AGREED:**

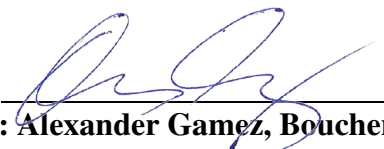
2 **BOUCHER LLP & LAW OFFICES OF**
3 **SAHAG MAJARIAN II**

4 By: 
5 **Name: Alexander Gamez, Boucher LLP,**
6 **Plaintiffs' Counsel, on behalf of Eduardo A. Guerrero, Jr.**

7 Date: July 9, 2019

By: _____
Plaintiff Eduardo A. Guerrero, Jr.

Date: _____

8
9 By: 
10 **Name: Alexander Gamez, Boucher LLP.**
11 **Plaintiff's Counsel, on behalf of Shaquanna D. Weston**

12 Date: July 9, 2019

By: _____
Plaintiff Shaquanna D. Weston

Date: _____

13 **GOODWIN PROCTER LLP**

14
15 By: _____
16 **Koray J. Bulut, Goodwin Procter LLP,**
Counsel for Henley Pacific LA, LLC

By: _____
Michael J. McLaughlin, General Counsel,
Henley Pacific LA, LLC

17
18 Date: _____

Date: _____

1 **ACCEPTED AND AGREED:**

2 **BOUCHER LLP & LAW OFFICES OF**
3 **SAHAG MAJARIAN II**

4 By: _____
5 **Name: Alexander Gamez, Boucher LLP,**
6 **Plaintiffs' Counsel, on behalf of Eduardo A.**
7 **Guerrero, Jr.**

8 Date: _____

By:  _____
Plaintiff Eduardo A. Guerrero, Jr.

Date: **07-09-2019**

9 By: _____
10 **Name: Alexander Gamez, Boucher LLP.**
11 **Plaintiff's Counsel, on behalf of Shaquanna**
12 **D. Weston**

13 Date: _____

By: _____
Plaintiff Shaquanna D. Weston

Date: _____

14 **GOODWIN PROCTER LLP**

15 By: _____
16 **Koray J. Bulut, Goodwin Procter LLP,**
17 **Counsel for Henley Pacific LA, LLC**

18 Date: _____

By: _____
Michael J. McLaughlin, General Counsel,
Henley Pacific LA, LLC

Date: _____

1 **ACCEPTED AND AGREED:**

2 **BOUCHER LLP & LAW OFFICES OF**
3 **SAHAG MAJARIAN II**

4 By: _____
5 **Name: Alexander Gamez, Boucher LLP,**
6 **Plaintiffs' Counsel, on behalf of Eduardo A.**
7 **Guerrero, Jr.**

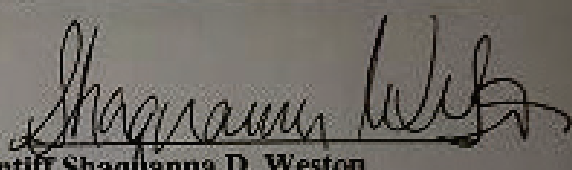
8 Date: _____

By: _____
Plaintiff Eduardo A. Guerrero, Jr.

Date: _____

9 By: _____
10 **Name: Alexander Gamez, Boucher LLP.**
11 **Plaintiff's Counsel, on behalf of Shaquanna**
12 **D. Weston**

13 Date: _____

By: 
Plaintiff Shaquanna D. Weston

Date: 7.9.19

14 **GOODWIN PROCTER LLP**

15 By: _____
16 **Koray J. Bulut, Goodwin Procter LLP,**
17 **Counsel for Henley Pacific LA, LLC**

18 Date: _____

By: _____
Michael J. McLaughlin, General Counsel,
Henley Pacific LA, LLC

Date: _____

1 ACCEPTED AND AGREED:

2 BOUCHER LLP & LAW OFFICES OF
3 SAHAG MAJARIAN II

4 By: _____
5 Name: Alexander Gamez, Boucher LLP,
6 Plaintiffs' Counsel, on behalf of Eduardo A.
Guerrero, Jr.

By: _____
Plaintiff Eduardo A. Guerrero, Jr.

7 Date: _____
8

Date: _____

9
10 By: _____
11 Name: Alexander Gamez, Boucher LLP.
12 Plaintiff's Counsel, on behalf of Shaquanna
D. Weston

By: _____
Plaintiff Shaquanna D. Weston

13 Date: _____

Date: _____

14 GOODWIN PROCTER LLP

15 By: Koray J. Bulut
16 Koray J. Bulut, Goodwin Procter LLP,
Counsel for Henley Pacific LA, LLC

By: _____
Michael J. McLaughlin, General Counsel,
Henley Pacific LA, LLC

17
18 Date: July 9, 2019

Date: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ACCEPTED AND AGREED:

**BOUCHER LLP & LAW OFFICES OF
SAHAG MAJARIAN II**

By: _____
**Name: Alexander Gamez, Boucher LLP,
Plaintiffs' Counsel, on behalf of Eduardo A.
Guerrero, Jr.**

Date: _____

By: _____
Plaintiff Eduardo A. Guerrero, Jr.

Date: _____

By: _____
**Name: Alexander Gamez, Boucher LLP.
Plaintiff's Counsel, on behalf of Shaquanna
D. Weston**

Date: _____

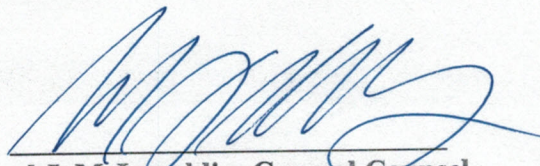
By: _____
Plaintiff Shaquanna D. Weston

Date: _____

GOODWIN PROCTER LLP

By: _____
**Koray J. Bulut, Goodwin Procter LLP,
Counsel for Henley Pacific LA, LLC**

Date: _____

By: 
**Michael J. McLaughlin, General Counsel,
Henley Pacific LA, LLC**

Date: 7/9/19

Exhibit “C”

1 Raymond P. Boucher, State Bar No. 115364
ray@boucher.la
2 Maria L. Weitz, State Bar No. 268100
weitz@boucher.la
3 Neil M. Larsen, State Bar No. 276490
larsen@boucher.la
4 Alexander Gamez, State Bar No. 309708
gamez@boucher.la
5 BOUCHER LLP
21600 Oxnard Street, Suite 600
6 Woodland Hills, California 91367-4903
Tel: (818) 340-5400
7 Fax: (818) 340-5401
8 Sahag Majarian II, State Bar No. 146621
sahagii@aol.com
9 LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Boulevard
10 Tarzana, California 91356
Tel: (818) 609-0807
11 Fax: (818) 609-0892
12 *Attorneys for Plaintiff Eduardo A. Guerrero, Jr.*
13 *and Shaquanna Weston*
14 [Additional counsel listed on signature page]

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES, STANLEY MOSK**

17 EDUARDO A. GUERRERO, JR., Individually,
and On Behalf of Aggrieved Employees,

18 Plaintiff,

19 v.

20 HENLEY PACIFIC LA, LLC D/B/A
VALVOLINE INSTANT OIL CHANGE, a
21 Delaware Limited Liability Company,
DOES 1-100, Inclusive,

22 Defendant.

Lead Case No. BC623683

**STIPULATION AND [PROPOSED]
ORDER TO CONSOLIDATE CASES AND
APPROVE SETTLEMENT OF
PLAINTIFFS' CALIFORNIA PRIVATE
ATTORNEY GENERAL ACT (LAB. CODE
§ 2698) CLAIMS; APPOINTING
SETTLEMENT ADMINISTRATOR; AND
AWARDING ATTORNEYS' FEES AND
COSTS**

*Assigned for All Purposes to:
Hon. Steven J. Kleifield, Dept. 57*

Action Filed: June 13, 2016
Trial Date: Not Set

1 SHAQUANNA WESTON, Individually, and
2 On Behalf of Aggrieved Employees,

3 Plaintiff,

4 v.

5 HENLEY PACIFIC LA, LLC D/B/A
6 VALVOLINE INSTANT OIL CHANGE, a
7 Delaware Limited Liability Company,
8 DOES 1-100, Inclusive,

9 Defendant.

Related Case No. 18STCV00475

*Assigned for All Purposes to:
Hon. Steven J. Kleifield, Dept. 57*

Action Filed:

October 5, 2018

Trial Date:

Not Set

10 TO THE HONORABLE COURT:

11 Plaintiff Eduardo A. Guerrero Jr. in *Guerrero v. Henley Pacific LA, LLC*, Case No.

12 BC623683, Plaintiff Shaquanna Weston in *Weston v. Henley Pacific LA, LLC*, Case No.

13 18STCV00475 (“Plaintiffs”), and Henley Pacific LA, LLC. in both actions (“Defendant”), hereby

14 respectfully stipulate to request an order consolidating the two cases pending against Defendant

15 Henley Pacific LA, LLC for purposes of obtaining approval of the proposed settlement agreement

16 described below pursuant to California Rules of Court, Rule 3.350, and California Code of Civil

17 Procedure section 578. Plaintiffs further hereby respectfully stipulate to request an order to

18 approve the settlement of Plaintiffs’ California Private Attorney General Act (Lab. Code § 2698)

19 Claims, appointing settlement administrator, and awarding attorneys’ fees and costs:

20 **STIPULATION**

21 WHEREAS, on June 13, 2016, Plaintiff Guerrero filed an individual and representative
22 complaint for alleged wage and hour violations against Defendant under the California Private
23 Attorneys General Act of 2004 (“PAGA”) on behalf of himself and allegedly aggrieved employees
24 of Defendant in the Superior Court of California for the County of Los Angeles, which case is
25 entitled *Guerrero v. Henley Pacific LA, LLC*, is assigned Case Number BC623683 and is pending
26 before the Honorable Steven J. Kleifield, Department 57 (“*Guerrero* PAGA Action”);

27 WHEREAS, in the first-filed *Guerrero* PAGA Action, all parties have appeared in the
28 action, Plaintiff Eduardo A. Guerrero Jr. is represented by Boucher LLP, 21600 Oxnard Street,
Suite 600, Woodland Hills, CA 91367 and Law Offices of Sahag Majarian II, 18250 Ventura

1 Blvd, Tarzana, CA 91356, and Defendant Henley Pacific LA, LLC is represented by Goodwin
2 Procter LLP, Three Embarcadero Center, San Francisco, California 94111;

3 WHEREAS, in the *Guerrero* PAGA Action, a Notice of Related Case was filed by
4 Plaintiff on or about November 5, 2018 alerting the Court and Defendant of other later-filed cases
5 in the Superior Court of California for the County of Los Angeles that may be related;

6 WHEREAS, on October 5, 2018, Plaintiff Weston filed an individual and representative
7 complaint for alleged wage and hour violations against Defendant under the PAGA on behalf of
8 herself and allegedly aggrieved employees of Defendant in the Superior Court of California for the
9 County of Los Angeles, which case is entitled *Weston v. Henley Pacific LA, LLC*, is assigned Case
10 Number 18STCV00475, and is Honorable Steven J. Kleifield, Department 57 (“*Weston* PAGA
11 Action”).

12 WHEREAS, in the second-filed *Weston* Class Action, Plaintiff Weston is represented by
13 Boucher LLP, 21600 Oxnard Street, Suite 600, Woodland Hills, CA 91367 and Law Offices of
14 Sahag Majarian II, 18250 Ventura Blvd, Tarzana, CA 91356, and Defendant Henley Pacific LA,
15 LLC is represented by Goodwin Procter LLP, Three Embarcadero Center, San Francisco,
16 California 94111;

17 WHEREAS, in the *Weston* PAGA Action, a Notice of Related Case was filed by Plaintiff
18 on or about November 5, 2018 alerting the Court and Defendant of the first-filed *Guerrero* PAGA
19 Action and other cases in the Superior Court of California for the County of Los Angeles that may
20 be related;

21 WHEREAS, on February 28, 2019, the Court issued an Order relating the *Guerrero* PAGA
22 Action and the *Weston* PAGA Action pursuant to California Rules of Court, rule 3.300(a). The
23 Order further provided that the later-filed *Weston* PAGA Action transferred to the courtroom and
24 judge presiding over the first-filed *Guerrero* PAGA Action, the Honorable Steven J. Kleifield,
25 Department 57;

26 WHEREAS, the Parties further agree that the Court should issue an order consolidating the
27 *Guerrero* PAGA Action and the *Weston* PAGA Action because they involve common questions of
28 law and fact, having been filed against the same defendant on behalf of the same current and

1 former employees for alleged wage and hour violations under California law, and because the
2 Parties have reached a proposed representative settlement of both PAGA actions that will require
3 court approval such that consolidation of the cases and resolution of the settlement approval issue
4 by one judge in one case makes sense and conserves judicial resources;

5 WHEREAS, the Plaintiffs in the *Guerrero* PAGA Action and the *Weston* PAGA Action
6 have agreed to settle their claims brought pursuant to PAGA as set forth in the Private Attorneys
7 General Act Settlement Agreement and Limited Release (“the Settlement Agreement”), on behalf
8 of Defendant’s non-exempt employees in California May 18, 2015 to the date upon which the
9 Court enters approval of this Settlement pursuant to California Labor Code section 2699(l) (the
10 “Settlement”) – a true and correct copy of the Settlement Agreement is attached to this Stipulation
11 as **Exhibit 1**;

12 WHEREAS, the Settlement applies to Defendant’s non-exempt employees in California
13 May 18, 2015 to the date upon which the Court enters approval of this Settlement pursuant to
14 California Labor Code section 2699(l);

15 WHEREAS, KCC LLC, 3301 Kerner Boulevard, San Rafael, CA 94901, has been retained
16 by the Parties as the Settlement Administrator as set forth in the Settlement Agreement;

17 WHEREAS, Defendant will remit payment in the amount of \$148,366.48 to the Settlement
18 Administrator for disbursement of the PAGA Penalties Fund by the Settlement Administrator to
19 Plaintiffs, the California Labor and Workforce Development Agency, and the non-party PAGA
20 Aggrieved Employees of the *Guerrero* PAGA Action and the *Weston* PAGA Action pursuant to
21 the terms set forth in Paragraph 5 of Exhibit 1;

22 WHEREAS, Defendant will compensate the Settlement Administrator for its services in an
23 amount not to exceed \$ 19,000 pursuant to the terms set forth in Paragraph 8 of Exhibit 1;

24 WHEREAS, in recognition of their effort and work in prosecuting these actions for the
25 benefit of Non-exempt Employees, and specifically for a general release of claims, including
26 without limitation a release of their Individual Claims, Defendant agrees to pay: (a) Plaintiff
27 Guerrero a one-time payment in the maximum amount of \$7,000; and (b) Plaintiff Weston a one-
28 time payment in the maximum amount of \$1,000;

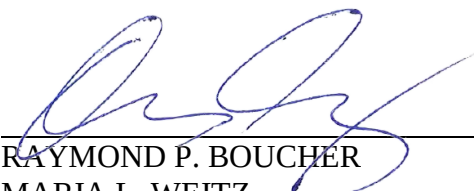
WHEREAS, Plaintiffs' counsel shall be awarded \$93,240 as compensation for the reasonable attorneys' fees and \$11,393.52 in reasonable costs incurred in litigating the *Guerrero* PAGA Action and the *Weston* PAGA Action, to be paid by Defendant pursuant to Labor Code Section 2699(g)(1) and pursuant to the terms set forth in Paragraph 7 of Exhibit 1;

WHEREAS, Two Hundred Eighty Thousand Dollars (\$280,000) represents the maximum amount payable in this settlement by Defendant and includes the PAGA Penalties Fund, Plaintiff *Guerrero's* and *Weston's* Representative Service Awards, Settlement Administration Costs, and all Attorneys' Fees and Costs, as those terms are defined in Exhibit 1;

WHEREAS, nothing in the Settlement Agreement attached as Exhibit 1 shall be construed as an admission by Defendant of Liability or an admission by either party regarding the value of Plaintiffs' claims.

IT IS SO STIPULATED.

DATED: July 9, 2019 BOUCHER LLP

By: 

RAYMOND P. BOUCHER
MARIA L. WEITZ
NEIL M. LARSEN
ALEXANDER GAMEZ

*Attorneys for Plaintiff Eduardo A. Guerrero, Jr.
and Shaquanna Weston*

DATED: _____, 2019 LAW OFFICES OF SAHAG MAJARIAN II

By: _____

SAHAG MAJARIAN

*Attorneys for Plaintiff Eduardo A. Guerrero, Jr.
and Shaquanna Weston*

time payment in the maximum amount of \$1,000;

WHEREAS, Plaintiffs' counsel shall be awarded \$93,240 as compensation for the reasonable attorneys' fees and \$11,393.52 in reasonable costs incurred in litigating the *Guerrero* PAGA Action and the *Weston* PAGA Action, to be paid by Defendant pursuant to Labor Code Section 2699(g)(1) and pursuant to the terms set forth in Paragraph 7 of Exhibit 1;

WHEREAS, Two Hundred Eighty Thousand Dollars (\$280,000) represents the maximum amount payable in this settlement by Defendant and includes the PAGA Penalties Fund, Plaintiff Guerrero's and Weston's Representative Service Awards, Settlement Administration Costs, and all Attorneys' Fees and Costs, as those terms are defined in Exhibit 1;

WHEREAS, nothing in the Settlement Agreement attached as Exhibit 1 shall be construed as an admission by Defendant of Liability or an admission by either party regarding the value of Plaintiffs' claims;
IT IS SO STIPULATED.

DATED: _____, 2019 BOUCHER LLP

By:

RAYMOND P. BOUCHER
MARIA L. WEITZ
NEIL M. LARSEN
ALEXANDER GAMEZ

*Attorneys for Plaintiff Eduardo A. Guerrero, Jr.
and Shaquanna Weston*

DATED: 7/10, 2019 LAW OFFICES OF SAHAG MAJARIAN II

By:


SAHAG MAJARIAN

*Attorneys for Plaintiff Eduardo A. Guerrero, Jr.
and Shaquanna Weston*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED: July 9, 2019

GOODWIN PROCTER LLP

By: 

KORAY J. BULUT

APRIL SUN

3 Embarcadero Center

San Francisco, California 94111

Tel: (415) 733-6000; Fax: (415) 390-7964

asun@goodwinlawcom

Attorneys for Defendant Henley Pacific LA, LLC

[PROPOSED] ORDER

The Court, having considered the stipulated request to consolidate two wage and hour representative actions filed by Plaintiff Eduardo A. Guerrero Jr. in *Guerrero v. Henley Pacific LA, LLC*, Case No. BC623683, and Plaintiff Shaquanna Weston in *Weston v. Henley Pacific LA, LLC*, Case No. 18STCV00475, and Defendant Henley Pacific LA, LLC (“Defendant”), both of which pending before the Superior Court of California for the County of Los Angeles and further Stipulation for Order Approving Settlement of Plaintiffs’ Claims Brought Pursuant to the California Private Attorneys General Act, hereby GRANTS the request and issues the following Orders:

1. The following cases are hereby ordered consolidated for all purposes including settlement approval: (1) *Guerrero v. Henley Pacific LA, LLC*, Case No. BC623683 (“*Guerrero* PAGA Action” or “Lead Case”); and (2) *Weston v. Henley Pacific LA, LLC*, Case No. 18STCV00475 (“*Weston* PAGA Action”).

2. The settlement between the Plaintiffs in the *Guerrero* PAGA Action and the *Weston* PAGA Action brought pursuant to PAGA as set forth in the Private Attorneys General Act Settlement Agreement and Limited Release (“the Settlement Agreement”), on behalf of Defendant’s non-exempt employees in California May 18, 2015 to the date upon which the Court enters approval of this Settlement pursuant to California Labor Code section 2699(l), is hereby APPROVED (the “Settlement”). A true and correct copy of the Settlement Agreement is attached to this Stipulation as **Exhibit 1**.

3. The Settlement applies to Defendant’s non-exempt employees in California May 18, 2015 to the date of entry of this Order, with respect to the PAGA claims asserted by Plaintiffs in these actions.

4. KCC LLC, 3301 Kerner Boulevard, San Rafael, CA 94901, is hereby APPOINTED as the Settlement Administrator as set forth in the Settlement Agreement.

5. Defendant is hereby ORDERED to remit payment in the amount of \$148,366.48 to the Settlement Administrator for disbursement of the PAGA Penalties Fund by the Settlement Administrator to Plaintiffs, the California Labor and Workforce Development Agency, and the

1 non-party PAGA Aggrieved Employees of the *Guerrero* PAGA Action and the *Weston* PAGA
2 Action pursuant to the terms set forth in Paragraph 5 of Exhibit 1.

3 6. Defendant is hereby ORDERED to compensate the Settlement Administrator for its
4 services in an amount not to exceed \$19,000 pursuant to the terms set forth in Paragraph 8 of
5 Exhibit 1.

6 7. Plaintiff Eduardo Guerrero is hereby awarded \$7,000 in recognition of his effort
7 and work in prosecuting the *Guerrero* Action for the benefit of Non-exempt Employees, and
8 specifically for a general release of claims, including without limitation a release of his Individual
9 Claims.

10 8. Plaintiff Shaquanna Weston is hereby awarded \$1,000 in recognition of her effort
11 and work in prosecuting the *Weston* Action for the benefit of Non-exempt Employees, and
12 specifically for a general release of claims, including without limitation a release of her Individual
13 Claims.

14 9. Plaintiffs' counsel is hereby awarded \$93,240 as compensation for the reasonable
15 attorneys' fees and \$11,393.52 in reasonable costs incurred in litigating the *Guerrero* PAGA
16 Action and the *Weston* PAGA Action, to be paid by Defendant pursuant to Labor Code Section
17 2699(g)(1) and pursuant to the terms set forth in Paragraph 7 of Exhibit 1.

18 10. Two Hundred Eighty Thousand Dollars (\$280,000) represents the maximum
19 amount payable in this settlement by Defendant and includes the PAGA Penalties Fund, Plaintiff
20 Guerrero's and Weston's Representative Service Awards, Settlement Administration Costs, and
21 all Attorneys' Fees and Costs, as those terms are defined in Exhibit 1.

22 11. The Settlement Agreement is hereby entered and approved by the Court and all of
23 the terms of the Settlement Agreement are incorporated into this Order. This Court shall retain
24 jurisdiction over the administration of the Settlement.

25 12. Nothing in this Order and the Settlement Agreement attached as Exhibit 1 shall be
26 construed as an admission by Defendant of liability or an admission by either party regarding the
27 value of Plaintiffs' claims.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED.

DATED: _____, 2019

HONORABLE STEVEN J. KLEIFIELD

Exhibit 1

KORAY J. BULUT (SBN 230298)

kbulut@goodwinlaw.com

APRIL SUN (SBN 291633)

asun@goodwinlaw.com

GOODWIN PROCTER LLP

Three Embarcadero Center

San Francisco, California 94111

Telephone: 415.733.6000

Facsimile: 415.677.9041

Attorneys for Defendant

HENLEY PACIFIC LA, LLC

[Additional counsel listed on signature page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

STANLEY MOSK COURTHOUSE

EDUARDO A. GUERRERO, JR., Individually,
and On Behalf of Aggrieved Employees,

Plaintiff,

v.

HENLEY PACIFIC LA, LLC D/B/A
VALVOLINE INSTANT OIL CHANGE, a
Delaware Limited Liability Company,
DOES 1-100, Inclusive,

Defendant.

Lead Case No. BC623683

PAGA SETTLEMENT AGREEMENT

*Assigned for All Purposes to:
Hon. Steven J. Kleifield, Dept. 57*

Action Filed: June 13, 2016

Trial Date: Not Set

SHAQUANNA WESTON, Individually, and
On Behalf of Aggrieved Employees,

Plaintiff,

v.

HENLEY PACIFIC LA, LLC D/B/A
VALVOLINE INSTANT OIL CHANGE, a
Delaware Limited Liability Company,
DOES 1-100, Inclusive,

Defendant.

Related Case No. 18STCV00475

*Assigned for All Purposes to:
Hon. Steven J. Kleifield, Dept. 57*

Action Filed: October 5, 2018

Trial Date: Not Set

1 Subject to Court approval, Plaintiff Eduardo A. Guerrero Jr., Plaintiff Shaquanna Weston
2 (collectively “Plaintiffs”), and Henley Pacific LA, LLC (“Defendant”) (collectively, the “Parties”)
3 hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of the
4 *Guerrero v. Henley Pacific LA, LLC*, Case No. BC623683 and *Weston v. Henley Pacific LA, LLC*,
5 Case No. 18STCV00475 (the “Consolidated Action”). Upon Court approval, Plaintiffs will
6 dismiss this action with prejudice.

7 **PERSONS COVERED BY THE SETTLEMENT AGREEMENT**

8 1. **Covered Employees.** This Settlement Agreement covers all non-exempt persons
9 who worked for Defendant at any time from May 18, 2015 to the Approval Date (“Aggrieved
10 Employees”). As used herein, the “Approval Date” shall mean the date upon which the Court
11 enters approval of this Settlement pursuant to California Labor Code section 2699(l).

12 2. **Settlement Period.** The Settlement covers the period from May 18, 2015 to the
13 Approval Date (“Settlement Period”).

14 **THE CONSOLIDATED ACTION**

15 3. **The PAGA Claims.** The Consolidated Action was filed as two separate PAGA
16 representative actions, which collectively allege PAGA penalties based upon purported violations
17 of Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, and
18 1194, 1194.2, 1197, 1197.1 and IWC Wage Orders by Defendant, as articulated in the pre-suit
19 notices to the California Labor and Workforce Development Agency (the “LWDA Notices”)
20 (these claims will hereinafter be referred to as “PAGA Claims”), including but not limited to, the
21 following:

22 a. Failure to provide timely thirty minute off-duty and uninterrupted meal periods for
23 every five hours worked in violation Labor Code sections 226.7 and 512;

24 b. Failure to pay a premium wage equivalent to an additional hour of pay at the
25 regular rate of pay for each workday that a compliant thirty minute meal period was not provided
26 in violation of Labor Code sections 226.7 and 512;

27 c. Failure to provide ten minute off-duty rest periods for every four hours worked, or
28 major fraction thereof, in violation of Labor Code section 226.7;

- d. Failure to pay a premium wage equivalent to an additional hour of pay at the regular rate of pay for each workday a compliant ten minute off-duty rest period was not provided in violation of Labor Code sections 226.7;
- e. Failure to pay correct overtime wages owed in violation of Labor Code section 510 and 1194;
- f. Failure to pay all wages owed twice during each calendar month in violation of Labor Code section 204;
- g. Failure to provide one day's rest in seven days worked in violation of Labor Code section 551 and 552;
- h. Failure to furnish accurate and/ or complete itemized wage statements in violation of Labor Code section 226 and 226.3;
- i. Failure to pay all vested and unused vacation pay in violation of Labor Code section 227.3; and
- j. Failure to timely pay all final wages owed upon separation of employment in violation of Labor Code sections 201, 202, and 203.

PAGA SETTLEMENT

4. Gross Settlement Fund. The Parties agree that Two Hundred Eighty Thousand Dollars (\$280,000) represents the maximum amount payable in this settlement by Defendant and includes the PAGA Penalties Fund, Plaintiff Guerrero's and Weston's Representative Service Awards, Settlement Administration Costs, and all Attorneys' Fees and Costs. This is a no claims made, non-reversionary settlement.

5. PAGA Penalties Fund. The PAGA Penalties Fund is the amount of the Gross Settlement Fund remaining after deductions, authorized by this agreement, for Attorneys' Fees and Costs, Settlement Administration Costs, and Plaintiff Guerrero's and Weston's Representative Service Awards. The Parties agree that in total Defendant will pay One Hundred Forty Eight Thousand Three Hundred Sixty Six Dollars and Forty Eight Cents (\$148,366.48) to the California Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees in full satisfaction of claims for civil penalties pursuant to Labor Code section 2689 *et. seq.* that were

1 alleged in the LWDA Notices and/or operative complaints in the Consolidated Action (including,
2 without limitation, for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226,
3 226.3, 226.7, 227.3, 510, 512, 551, 552, 558, and 1194, 1194.2, 1197, 1197.1, 1198, 1199) or that
4 could have been alleged based on the factual allegations in the LWDA Notices and/or operative
5 complaints in the Consolidated Action during the Settlement Period (“PAGA Penalties Fund”).

6 Pursuant to the Labor Code section 2699(l), Seventy Five Percent (75%) or One Hundred
7 Eleven Thousand Two Hundred Seventy Four Dollars and Eighty Six Cents (\$111,274.86) of the
8 PAGA Penalties Fund will be paid to the LWDA (“LWDA Payment”), and the remaining Twenty-
9 Five Percent (25%) or Thirty Seven Thousand Ninety One Dollars and Sixty Two Cents
10 (\$37,091.62) will be paid to all Aggrieved Employees (the “PAGA Employees Payment”).

11 The PAGA Employees Payment from the PAGA Penalties Fund will be calculated and
12 issued as follows: The PAGA Employees Payment (\$37,091.62) shall be distributed among
13 Aggrieved Employees, whom shall receive a *pro rata* share determined based on the number of
14 pay periods that he or she was employed by Defendant in the State of California from May 18,
15 2015 through the Approval Date (the “Calculations Period”) relative to the total number of pay
16 periods during which all of the Aggrieved Employees provided services to Defendant in the State
17 of California during the Calculations Period. The PAGA Employees Payment shall be distributed
18 to Aggrieved Employees, in accordance with their calculated *pro rata* share, via check no later
19 than fifteen (15) business days of the Settlement Administrator’s receipt of the Gross Settlement
20 Fund. Each Aggrieved Employee shall be issued an IRS Form 1099, if applicable.

21 6. Effective Date. Shall mean the date on which the Order of the Court approving this
22 Settlement Agreement and entering judgment becomes final and non-appealable. Thus, if no
23 appeal, review, or writ is sought from the Order, the Effective Date shall be the sixty-first (61st)
24 day after the date upon which Order approving this Settlement Agreement is entered. If an appeal,
25 review, or writ is sought from the Order, the Effective Date shall be the date upon which all
26 resulting appellate proceedings have concluded in such a manner as to permit the Order to take
27 effect.
28

1 7. Attorneys' Fees and Costs. Subject to Court Approval, in full satisfaction of all
2 claims Plaintiffs may have for attorneys' fees, litigation costs, and expenses arising out of the
3 Consolidated Action, Plaintiffs' counsel, BOUCHER LLP and LAW OFFICES OF SAHAG
4 MAJARIAN II, shall be entitled to receive reasonable attorneys' fees in an amount not to exceed
5 33 1/3% of the Gross Settlement Fund, which amounts to a total of Ninety-Three Thousand Two
6 Hundred Forty Dollars (\$93,240) in attorneys' fees and Eleven Thousand Three Hundred Ninety
7 Three Dollars and Fifty Two Cents (\$11,393.52)¹ in actual litigation costs and expenses incurred
8 in this Action (the "Attorneys' Fees and Costs"). The abovementioned attorneys' fees and costs
9 will be allocated evenly between Plaintiffs' counsel, BOUCHER LLP and LAW OFFICES OF
10 SAHAG MAJARIAN II. Any amount awarded to Plaintiffs' counsel less than the amount sought
11 will result in the non-awarded amounts being contributed to the PAGA Penalties Fund, available
12 for distribution to Aggrieved Employees. Plaintiffs' Counsel shall be paid any Court awarded
13 attorneys' fees and costs no later than later than fifteen (15) business days of the Settlement
14 Administrator's receipt of the Gross Settlement Fund. The Settlement Administrator shall issue an
15 IRS Form 1099-MISC to Plaintiffs' Counsel for the payments made pursuant to this Paragraph.

16 8. Settlement Administration Fees. The Settlement Administrator (KCC, LLC) shall
17 be paid for the costs of administration of the Settlement. The Parties estimate that the cost of
18 administration to be the sum of Nineteen Thousand Dollars (\$19,000), in connection with the
19 execution of its duties under this Settlement Agreement including, but not limited to: (i) fees and
20 costs associated with preparing and issuing and notices (including the cost of printing and mailing
21 all notices and other documents to the Settlement Class) required to be prepared in the course of
22 administering distribution of the PAGA Penalties Fund; (ii) computing, processing and
23 distributing the settlement payments and any other payments to be made out of the PAGA
24 Penalties Fund and other settlement proceeds under this Settlement Agreement; and (iii) preparing
25 and filing any tax returns and/or information returns and any other filings to the extent required by
26 any governmental taxing authority or agency arising out of this Settlement, including but not

27 ¹ This includes approximately \$560 in estimated anticipated costs for filing future papers, travel
28 costs associated with appearances and a court reporter. Whatever portion of these estimated costs
that are not approve or taken on by Plaintiff will be diverted to the PAGA Penalties Fund.

1 limited to, any filings required to comply with the procedures set forth in Section 15 of this
2 Settlement Agreement (the “Settlement Administration Fees”).

3 To the extent the Settlement Administrator determines that any additional amount in the
4 settlement administration fee is required to administrate the settlement, any such additional
5 amounts will be deducted from the PAGA Penalties Fund and Attorneys’ Fee above, and
6 Defendant shall not be required to make any additional payments toward settlement
7 administration.

8 9. Plaintiffs’ Representative Service Awards.

9 Subject to Court approval, Plaintiff Guerrero shall be paid a Representative Service Award
10 not to exceed \$7,000 (the “Guerrero Service Award”) and Plaintiff Weston shall be paid a
11 Representative Service Award not to exceed \$1,000 (the “Weston Service Award”), for their
12 respective time and effort in bringing and presenting this Action, for the risks they personally
13 undertook to prosecute this Action for the benefit of other Aggrieved Employees, and for the
14 General Release they are providing Defendant. Defendant shall not oppose or object to Plaintiffs’
15 requested Representative Service Awards. Plaintiffs’ respective Representative Service Awards
16 shall be paid to Plaintiffs no later than fifteen (15) business days of the Settlement Administrator’s
17 receipt of the Gross Settlement Fund.

18 10. Release of Representative Claims.

19 Upon the Effective Date, Plaintiffs, on behalf of themselves and Aggrieved Employees,
20 shall fully release and discharge PAGA claims seeking civil penalties under Labor Code section
21 2698, *et seq.*, predicated upon the factual allegations alleged and could have been alleged in the
22 operative complaint (“Released Claims”) during the period from May 10, 2015 through the
23 Effective Date (“Settlement Period”) against Defendant and its current and former parents,
24 subsidiaries, affiliates, officers, directors, employees, partners, shareholders and agents, attorneys,
25 and any other successors, assigns, or legal representatives (“Defendant Released Parties”).

26 11. Plaintiffs’ General Release of Claims.

27 In addition to the release of Representative Claims, Plaintiffs, on behalf of themselves,
28 their heirs, successors, assigns, and estates, in exchange for the terms and conditions of this

1 Agreement, including Plaintiffs' requested Representative Service Awards, shall also, as of the
2 Effective Date, fully and forever release the Defendant Release Parties from any and all claims,
3 demands, obligations, causes of action, rights, or liabilities of any kind which have been or could
4 have been asserted against Defendant Released Parties as of the date of Plaintiffs' execution of
5 this Agreement, including without limitation, the Released Claims (as defined in Section 13), any
6 and all claims arising out of or relating to Plaintiffs' employment with Defendant or termination
7 thereof, claims for disputed wages, restitution, penalties, retaliation, defamation, discrimination,
8 harassment, wrongful termination of employment, or expense reimbursement. This release
9 specifically includes any and all claims, demands, obligations and/or causes of action for damages,
10 restitution, penalties, interest, and attorneys' fees and costs (except those provided for under
11 Section 7 of this Settlement Agreement) relating to or in any way connected with the matters
12 referred to herein, whether or not known or suspected to exist, and whether or not specifically or
13 particularly described herein. Plaintiffs further agree never to knowingly apply for work with
14 Defendant or its successor in interest in the future, and they agree that Defendant may rely upon
15 this promise not to hire them. Plaintiffs will waive all rights and benefits afforded by California
16 Civil Code Section 1542, which provides:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
18 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
19 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
20 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
21 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
22 OR RELEASED PARTY.

23 a. No Pending or Future Lawsuits. Plaintiffs represent that they have no lawsuits,
24 claims, or actions pending in their name, or on behalf of any other person or entity, against the
25 Defendant or any of the Defendant Released Parties. Plaintiffs also represent that Plaintiffs do not
26 intend to bring any claims on their own behalf or on behalf of any other person or entity against
27 Defendant or any of the Defendant Released Parties.

1 b. No Cooperation. Plaintiffs and their agents and representatives will not knowingly
2 encourage, counsel, or assist any attorneys or their clients in the presentation or prosecution of any
3 disputes, differences, grievances, claims, charges, or complaints by any third party against any of
4 the Defendant Released Parties, unless under a subpoena or other court order to do so. If
5 approached by anyone for counsel or assistance in the presentation or prosecution of any disputes,
6 differences, grievances, claims, charges, or complaints against any of the Defendant Released
7 Parties, Plaintiffs shall state no more than that they cannot provide counsel or assistance.

8 12. Settlement and Release of Aggrieved Employees' Representative Claims. Upon entry of
9 an order approving the Settlement, Aggrieved Employees will be forever barred from pursuing against the
10 Defendant Released Parties any and all claims, rights, demands, liabilities and causes of action related to
11 the Released Claims (as defined in Paragraph 13) which arose at any time during the Settlement Period.
12 Plaintiffs and Aggrieved Employees agree not to sue or otherwise make a claim against any of the Released
13 Parties that seeks recovery for any of the Released Claims. It is the intent of the Plaintiffs and Defendant
14 that the Settlement Approval Order entered by the Court shall have full *res judicata* effect and be final and
15 binding upon Aggrieved Employees regarding Aggrieved Employees' Released Claims.

16 13. Definition of "Released Claims". "Released Claims" means all PAGA claims
17 seeking civil penalties under California Labor Code sections 2698, *et seq.*, on behalf of Aggrieved
18 Employees, that were actually alleged or that could have been alleged against the Defendant
19 Released Parties based on the facts stated in the LWDA Notices and operative complaints in the
20 Consolidated Action. Released Claims also includes any claim brought under California Labor
21 Code sections 2698, *et seq.*, against Defendant Released Parties in the Consolidated Action for
22 alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510,
23 512, 551, 552, 558, 1194, 1194.2, 1197, 1198, 1199 and the IWC Wage Orders including but not
24 limited to, the following: a.) Failure to provide timely thirty minute off-duty and uninterrupted
25 meal periods for every five hours worked; b) Failure to pay a premium wages, including failure to
26 pay premium wage at a rate equivalent to an additional hour of pay at the regular rate of pay, for
27 each workday that a compliant thirty minute meal period was not; c.) Failure to provide ten minute
28 off-duty rest periods for every four hours worked, or major fraction thereof; d.) Failure to pay a

premium wages, including failure to pay premium wage at a rate equivalent to an additional hour of pay at the regular rate of pay, for each workday a compliant ten minute off-duty rest period was not authorized or permitted; e.) Failure to pay any and all wages owed, including the correct overtime or double time wages; f.) Failure to pay all wages owed twice during each calendar month; g.) Failure to provide one day's rest in seven days worked; h.) Failure to furnish accurate and/ or complete itemized wage statements, including any claim that any item required by Labor Code 226(a), 226.2 or 246 was not included on the wage statement or was included but was not accurate; i.) Failure to pay all vested and unused vacation pay; and j.) Failure to timely pay all final wages owed upon separation of employment.

ADDITIONAL SETTLEMENT TERMS

14. Court Approval of Settlement. The Parties will present this Settlement Agreement to the Court and will request that the Court issue an order approving and incorporating by reference the terms and conditions of the Settlement Agreement. Should the Court not approve this Agreement, the Parties shall request leave and work jointly to attempt to modify the Settlement in order to obtain the Court's approval. To the extent there is any modification by the Court of the Agreement, the Agreement may be voided at the option of the adversely affected party, except as to modifications to Plaintiffs' attorneys' fees and costs, which modification and final approval is binding on Plaintiffs and their counsel.

15. Settlement Payments. No later than fifteen (15) days after the Effective Date, Defendant shall provide the Gross Settlement Fund (amounting to no more than \$280,000) to the Settlement Administrator. The Settlement Administrator shall issue all payments referenced herein from the Gross Settlement Fund to Aggrieved Employees, the LWDA, Plaintiffs for their respective Representative Service Awards, and Plaintiffs' counsel for their requested Attorney's Fees and Costs within fifteen (15) business days of receipt of the Gross Settlement Fund from Defendant.

After the Settlement Administrator mails out the PAGA Employees Payment (the "Date of Mailing"), each Aggrieved Employee shall have one-hundred and eighty (180) calendar days to cash the PAGA Employees Payment check that was mailed to them by the Settlement

1 Administrator. After one-hundred and eighty (180) calendar days from the Date of Mailing, the
2 checks shall become null and void, and any monies remaining in the distribution account shall be
3 distributed to the Controller of the State of California (“Controller”) to be held pursuant to the
4 Unclaimed Property Law, California Code of Civil Procedure § 1500 *et seq.*, for the benefit of
5 those Non-exempt Employees who did not timely cash their checks. The Settlement Administrator
6 shall also, in accordance with California Code of Civil Procedure section 1530, compile a report of
7 Non-exempt Employees on whose behalf these monies are transferred to Controller. The report
8 filed with the Controller shall include: (1) the amount attributable to each such Non-exempt
9 Employee; (2) the name, last known address, and social security number of each Non-exempt
10 Employee on whose behalf unclaimed funds are being transferred to the Controller.

11 16. Scope of Representation. The Parties agree that the Plaintiffs and their counsel do
12 not represent any other current or former employees of Defendant for any purpose or in any
13 capacity.

14 17. Submission to LWDA. Within 10 days after entry of a judgment or order
15 approving, denying, or modifying the award of civil penalties contemplated by this Agreement,
16 the Parties shall submit a copy of the judgment or order to the LWDA pursuant to Lab. Code §
17 2699(1)(3).

18 18. No Prior Assignments. The Parties and their counsel represent, covenant, and
19 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
20 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
21 action, cause of action or right herein released and discharged.

22 19. Judgment and Continued Jurisdiction. Upon approval of the Settlement by the
23 Court, the Parties will ask the Court to enter a judgment terminating the Consolidated Action
24 (“Judgment”). After entry of the Judgment, the Court will have continuing jurisdiction solely for
25 purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b)
26 Settlement administration matters, and (c) such post-Judgment matters as may be appropriate
27 under court rules or as set forth in this Settlement. Pursuant to California Code of Civil Procedure
28 section 664.6, the Parties hereby agree, acknowledge, stipulate and request that the Court retain

jurisdiction over the Parties to enforce the settlement until performance in full of the terms of this settlement.

20. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties, including without limitation the Memorandum of Understanding dated July 31, 2018.

21. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

22. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

23. Binding on Successors and Assigns. This Settlement Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

24. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

25. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies

of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

26. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Consolidated Action and have arrived at this Settlement after arm's-length negotiations, with the assistance of an experienced mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

27. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

28. Waiver of Certain Appeals. The Parties agree to waive appeal on entry of final judgment pursuant to this Settlement and by the Court.

29. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

30. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

31. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

1 32. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
2 and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be
3 construed more strictly against one party than another merely by virtue of the fact that it may have
4 been prepared by counsel for one of the Parties, it being recognized that, because of the arms-
5 length negotiations between the Parties, all Parties have contributed to the preparation of this
6 Settlement Agreement.

7 33. Representation By Counsel. The Parties acknowledge that they have been
8 represented by counsel throughout all negotiations that preceded the execution of this Settlement
9 Agreement, and that this Settlement Agreement has been executed with the consent and advice of
10 counsel, and reviewed in full. All Terms Subject to Final Court Approval. All amounts and
11 procedures described in this

12 34. All Terms Subject to Final Court Approval. Settlement Agreement herein will be
13 subject to final approval by order of the Court (“Settlement Approval Order”).

14 35. Cooperation and Execution of Necessary Documents. All Parties will cooperate in
15 good faith and execute all documents to the extent reasonably necessary to effectuate the terms of
16 this Settlement Agreement.

17 36. No Admission of Wrongdoing. The Parties agree that this Settlement Agreement
18 does not constitute an admission by Defendant or any of the Defendant Released Parties of any of
19 the matters alleged in the Consolidated Action or of any violation by any of them of any federal,
20 state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any
21 liability or wrongdoing whatsoever. Neither this Settlement nor anything in this Settlement
22 Agreement shall be construed to be or shall be admissible in any proceeding as evidence of
23 liability or wrongdoing by Plaintiffs, Defendant or any of Defendant’s parents, subsidiaries,
24 divisions, affiliated corporations, trustees, directors, officers, shareholders, agents, attorneys,
25 insurers, or employees.

26 37. Tax Treatment. For tax purposes, all payments made to Aggrieved Employees and
27 Plaintiffs under this Agreement shall be treated as penalties and pursuant to a 1099, if applicable.
28 Defendant makes no representations or warranties with respect to the tax consequences of the

1 payments provided to Aggrieved Employees and Plaintiffs under the terms of this Agreement.
2 Aggrieved Employees and Plaintiffs are responsible for payment, if any, of local, state, and/or
3 federal taxes on the payments provided hereunder by Defendant and any penalties or assessments
4 thereon.

5 38. Circular 230 Disclaimer.

6 The Parties acknowledge and agree that (1) no provision of this Settlement Agreement, and
7 no written communication or disclosure between or among the Parties, Plaintiffs' Counsel or
8 Defense Counsel and other advisers, is or was intended to be, nor shall any such communication
9 or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
10 United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
11 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax
12 counsel for advice (including tax advice) in connection with this Settlement Agreement, (b) has
13 not entered into this Settlement Agreement based upon the recommendation of any other party or
14 any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication
15 or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be
16 imposed on the acknowledging party; and (3) no attorney or advisor to any other party has
17 imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
18 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
19 acknowledging party of the tax treatment or tax structure of any transaction, including any
20 transaction contemplated by this Settlement Agreement.

21 39. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
22 the interpretation, calculation or payment of Aggrieved Employee payments, or other disputes
23 regarding compliance with this Agreement shall be resolved as follows:

24 a. If Plaintiffs or Plaintiffs' Counsel, on behalf of Plaintiffs or any Aggrieved
25 Employee, or Defendant at any time believe that another Party has breached or acted contrary to
26 the Agreement, that Party shall notify the other Parties in writing of the alleged violation.
27
28

1 b. Upon receiving notice of the alleged violation or dispute, the responding party shall
2 have thirty (30) days to correct the alleged violation and/or respond to the initiating party with the
3 reasons why the Party disputes all or part of the allegation.

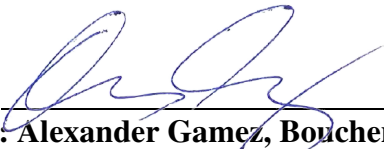
4 c. If the response does not address the alleged violation to the initiating Party's
5 satisfaction, the Parties shall negotiate in good faith for up to thirty (30) days to resolve their
6 differences.

7 d. If Plaintiffs' Counsel and Defendant are unable to resolve their differences pursuant
8 to Section 39c, either Party may file an appropriate motion for enforcement with the Court.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **ACCEPTED AND AGREED:**

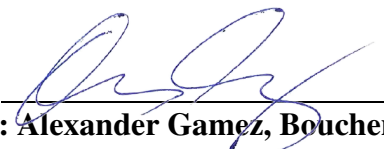
2 **BOUCHER LLP & LAW OFFICES OF**
3 **SAHAG MAJARIAN II**

4 By: 
5 **Name: Alexander Gamez, Boucher LLP,**
6 **Plaintiffs' Counsel, on behalf of Eduardo A. Guerrero, Jr.**

7 Date: July 9, 2019

By: _____
Plaintiff Eduardo A. Guerrero, Jr.

Date: _____

8
9 By: 
10 **Name: Alexander Gamez, Boucher LLP.**
11 **Plaintiff's Counsel, on behalf of Shaquanna D. Weston**

12 Date: July 9, 2019

By: _____
Plaintiff Shaquanna D. Weston

Date: _____

13 **GOODWIN PROCTER LLP**

14
15 By: _____
16 **Koray J. Bulut, Goodwin Procter LLP,**
17 **Counsel for Henley Pacific LA, LLC**

18 Date: _____

By: _____
Michael J. McLaughlin, General Counsel,
Henley Pacific LA, LLC

Date: _____

1 **ACCEPTED AND AGREED:**

2 **BOUCHER LLP & LAW OFFICES OF**
3 **SAHAG MAJARIAN II**

4 By: _____
5 **Name: Alexander Gamez, Boucher LLP,**
6 **Plaintiffs' Counsel, on behalf of Eduardo A.**
7 **Guerrero, Jr.**

8 Date: _____

By: 
Plaintiff Eduardo A. Guerrero, Jr.

Date: 07-09-2019

9 By: _____
10 **Name: Alexander Gamez, Boucher LLP.**
11 **Plaintiff's Counsel, on behalf of Shaquanna**
12 **D. Weston**

13 Date: _____

By: _____
Plaintiff Shaquanna D. Weston

Date: _____

14 **GOODWIN PROCTER LLP**

15 By: _____
16 **Koray J. Bulut, Goodwin Procter LLP,**
17 **Counsel for Henley Pacific LA, LLC**

18 Date: _____

By: _____
Michael J. McLaughlin, General Counsel,
Henley Pacific LA, LLC

Date: _____

1 **ACCEPTED AND AGREED:**

2 **BOUCHER LLP & LAW OFFICES OF**
3 **SAHAG MAJARIAN II**

4 By: _____
5 **Name: Alexander Gamez, Boucher LLP,**
6 **Plaintiffs' Counsel, on behalf of Eduardo A.**
7 **Guerrero, Jr.**

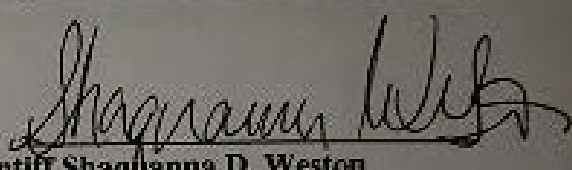
8 Date: _____

By: _____
Plaintiff Eduardo A. Guerrero, Jr.

Date: _____

9 By: _____
10 **Name: Alexander Gamez, Boucher LLP.**
11 **Plaintiff's Counsel, on behalf of Shaquanna**
12 **D. Weston**

13 Date: _____

By: 
Plaintiff Shaquanna D. Weston

Date: 7.9.19

14 **GOODWIN PROCTER LLP**

15 By: _____
16 **Koray J. Bulut, Goodwin Procter LLP,**
17 **Counsel for Henley Pacific LA, LLC**

18 Date: _____

By: _____
Michael J. McLaughlin, General Counsel,
Henley Pacific LA, LLC

Date: _____

1 ACCEPTED AND AGREED:

2 BOUCHER LLP & LAW OFFICES OF
3 SAHAG MAJARIAN II

4 By: _____
5 Name: Alexander Gamez, Boucher LLP,
6 Plaintiffs' Counsel, on behalf of Eduardo A.
Guerrero, Jr.

By: _____
Plaintiff Eduardo A. Guerrero, Jr.

7 Date: _____
8

Date: _____
9

10 By: _____
11 Name: Alexander Gamez, Boucher LLP.
12 Plaintiff's Counsel, on behalf of Shaquanna
D. Weston

By: _____
Plaintiff Shaquanna D. Weston

13 Date: _____
14

Date: _____

GOODWIN PROCTER LLP

15 By: Koray J. Bulut
16 Koray J. Bulut, Goodwin Procter LLP,
Counsel for Henley Pacific LA, LLC

By: _____
Michael J. McLaughlin, General Counsel,
Henley Pacific LA, LLC

17 Date: July 9, 2019
18

Date: _____
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ACCEPTED AND AGREED:

**BOUCHER LLP & LAW OFFICES OF
SAHAG MAJARIAN II**

By: _____
**Name: Alexander Gamez, Boucher LLP,
Plaintiffs' Counsel, on behalf of Eduardo A.
Guerrero, Jr.**

Date: _____

By: _____
Plaintiff Eduardo A. Guerrero, Jr.

Date: _____

By: _____
**Name: Alexander Gamez, Boucher LLP.
Plaintiff's Counsel, on behalf of Shaquanna
D. Weston**

Date: _____

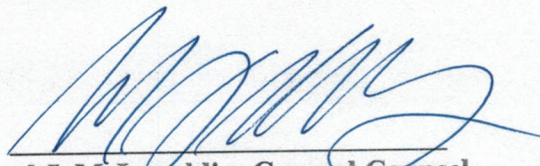
By: _____
Plaintiff Shaquanna D. Weston

Date: _____

GOODWIN PROCTER LLP

By: _____
**Koray J. Bulut, Goodwin Procter LLP,
Counsel for Henley Pacific LA, LLC**

Date: _____

By:  _____
**Michael J. McLaughlin, General Counsel,
Henley Pacific LA, LLC**

Date: 7/9/19

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 21600 Oxnard Street, Suite 600, Woodland Hills, CA 91367-4903.

On July 10, 2019, I served true copies of the following document(s) described as **STIPULATION AND [PROPOSED] ORDER TO CONSOLIDATE CASES AND APPROVE SETTLEMENT OF PLAINTIFFS' CALIFORNIA PRIVATE ATTORNEY GENERAL ACT (LAB. CODE § 2698) CLAIMS; APPOINTING SETTLEMENT ADMINISTRATOR; AND AWARDING ATTORNEYS' FEES AND COSTS** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Boucher LLP for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at Woodland Hills, California.

BY E-MAIL OR ELECTRONIC TRANSMISSION: Pursuant to Code of Civil Procedure section 1010.6 and California Rule of Court 2.251, or pursuant to the Court's order authorizing electronic service, or by an agreement of the parties, I caused the document(s) to be sent from e-mail address haro@boucher.la to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on July 10, 2019, at Woodland Hills, California.



Sandra Haro

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SERVICE LIST
Guerrero v. Henley Pacific, LA, LLC
Case No. BC623683

Via U.S. Mail and E-mail

Koray J. Bulut, Esq.
April Sun, Esq.
GOODWIN PROCTER, LLP
Three Embarcadero Center, 24th Floor
San Francisco, California 94111
Tel: (415) 733-6000
Fax: (415) 677-9041
Email: kbulut@goodwinprocter.com
asun@goodwinprocter.com

*Attorneys for Defendant Henley Pacific
LA, LLC D/B/A Valvoline Instant Oil
Change, a Delaware Limited Liability
Company*

Via E-mail Only

Sahag Majarian II, Esq.
LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Boulevard
Tarzana, California 91356
Tel: (818) 609-0807
Fax: (818) 609-0892
Email: sahagii@aol.com

*Co-Counsel for Plaintiffs, Eduardo A.
Guerrero, Jr. and Shaquanna Weston*

Exhibit “D”

Alexander Gamez

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, August 07, 2019 10:40 AM
To: Alexander Gamez
Subject: Thank you for your Proposed Settlement Submission

08/07/2019 10:39:38 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit “E”

Alexander Gamez

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, August 07, 2019 10:43 AM
To: Alexander Gamez
Subject: Thank you for your Proposed Settlement Submission

08/07/2019 10:42:36 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit “F”

Alexander Gamez

From: Alexander Gamez
Sent: Thursday, August 08, 2019 5:05 PM
To: 'Sun, April'; Bulut, Koray J.
Cc: Neil Larsen; Maria Weitz
Subject: Guerrero, et al. v. Henley Pacific LA, LLC -- Ex Parte Application to Approve Consolidation and PAGA Settlement

Hi April,

Pease let this email serve as notice that Plaintiffs Guerrero and Weston intend to apply ex parte on Monday August 12, 2019 at 8:30 a.m. in Department 57 for the Court to approve the consolidation and settlement of Plaintiffs' PAGA claims for civil penalties pursuant to the Parties' Stipulation and executed PAGA Settlement Agreement. Please advise if Defendant intends to oppose or join the aforementioned ex parte application.

Best regards,

Alexander Gamez

BOUCHER LLP

21600 Oxnard St., Ste 600
Woodland Hills, CA 91367
T 818.340-5400 | F 818.340-5401

Exhibit “G”

Alexander Gamez

From: Sun, April <ASun@goodwinlaw.com>
Sent: Thursday, August 08, 2019 5:16 PM
To: Alexander Gamez; Bulut, Koray J.
Cc: Neil Larsen; Maria Weitz
Subject: RE: Guerrero, et al. v. Henley Pacific LA, LLC -- Ex Parte Application to Approve Consolidation and PAGA Settlement

Hi Alex – Defendant does not oppose this motion. Thank you.

April Sun



Goodwin Procter LLP
3 Embarcadero Center
San Francisco, CA 94111
o +1 415 733 6014
f +1 415 390 7964
ASun@goodwinlaw.com | goodwinlaw.com

From: Alexander Gamez <Gamez@boucher.la>
Sent: Thursday, August 8, 2019 5:05 PM
To: Sun, April <ASun@goodwinlaw.com>; Bulut, Koray J. <KBulut@goodwinlaw.com>
Cc: Neil Larsen <Larsen@boucher.la>; Maria Weitz <Weitz@boucher.la>
Subject: Guerrero, et al. v. Henley Pacific LA, LLC -- Ex Parte Application to Approve Consolidation and PAGA Settlement

Hi April,

Please let this email serve as notice that Plaintiffs Guerrero and Weston intend to apply ex parte on Monday August 12, 2019 at 8:30 a.m. in Department 57 for the Court to approve the consolidation and settlement of Plaintiffs' PAGA claims for civil penalties pursuant to the Parties' Stipulation and executed PAGA Settlement Agreement. Please advise if Defendant intends to oppose or join the aforementioned ex parte application.

Best regards,

Alexander Gamez

BOUCHER LLP

21600 Oxnard St., Ste 600
Woodland Hills, CA 91367
T 818.340-5400 | F 818.340-5401

This message was sent from Goodwin Procter LLP and is intended only for the designated recipient(s). It may contain confidential or proprietary information and may be subject to the attorney-client privilege or other confidentiality protections. If you are not a designated recipient, you may not review, copy or distribute this message. If you receive this in error, please notify the sender by reply e-mail and delete this message. Thank you.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 21600 Oxnard Street, Suite 600, Woodland Hills, CA 91367-4903.

On August 9, 2019, I served true copies of the following document(s) described as **EX PARTE APPLICATION FOR AN ORDER APPROVING CONSOLIDATION AND SETTLEMENT OF PAGA CLAIMS; MEMORANDUM OF POINTS AND AUTHORITIES; AND DECLARATION OF ALEXANDER GAMEZ** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY E-MAIL OR ELECTRONIC TRANSMISSION: Pursuant to Code of Civil Procedure 1010.6 and California Rule of Court 2.251, or pursuant to the Court's order authorizing electronic service, or by an agreement of the parties, I caused the document(s) to be sent from e-mail address Yue@boucher.la to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on August 9, 2019, at Woodland Hills, California.


Tricia Yue

SERVICE LIST
Guerrero v. Henley Pacific, LA, LLC
Case No. BC623683

Koray J. Bulut, Esq.
April Sun, Esq.
GOODWIN PROCTER, LLP
Three Embarcadero Center, 24th Floor
San Francisco, California 94111
Tel: (415) 733-6000
Fax: (415) 677-9041
Email: kbulut@goodwinprocter.com
asun@goodwinprocter.com

*Attorneys for Defendant Henley Pacific
LA, LLC D/B/A Valvoline Instant Oil
Change, a Delaware Limited Liability
Company*

Sahag Majarian II, Esq.
LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Boulevard
Tarzana, California 91356
Tel: (818) 609-0807
Fax: (818) 609-0892
Email: sahagii@aol.com

*Co-Counsel for Plaintiff, Eduardo A.
Guerrero, Jr.*