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Attorneys for Plaintiff MANUEL M. TOMAS

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

MANUEL M. TOMAS, an individual,
Plaintiff,

v.

THE PAINTING COMPANY LLC; WAYNE
LEE BENTON, an individual; JOEL
MERCADO, an individual; and DOES 1
through 50, inclusive,
Defendants.

CASE NO.: 25CU032583C

**JOINT EX PARTE NOTICE AND
APPLICATION FOR APPROVAL OF
SETTLEMENT OF PLAINTIFF'S
PRIVATE ATTORNEYS GENERAL
ACT ("PAGA") CLAIM;
MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF
RODOLFO RUIZ-VELASCO**

I/C: Hon. Carolyn Caietti
Dept.: C-70

Date: September 29, 2026
Time: 8:30 a.m.

Date of First Paper: June 23, 2025
Trial Date: None yet set

[IMAGED FILE]

PLEASE TAKE NOTICE that on September 29, 2026 at 8:30 a.m., or as soon thereafter
as this matter may be heard in Department C-70 of the above-entitled Court, located at 330 West

1 Broadway, San Diego, California, Plaintiff Manuel M. Tomas (“Plaintiff”) and Defendants The
2 Painting Company LLC, Wayne Lee Benton, and Joel Mercado (collectively, “Defendants”) (all
3 collectively, the “Parties”) will and hereby apply jointly, *ex parte*, for approval of settlement of
4 Plaintiff’s Private Attorneys General Act of 2004 (“PAGA”) claim.
5

6 The Parties bring this request on an *ex parte* basis so that the settlement funds can more
7 quickly be distributed and to reduce the attorneys’ fees and costs that could otherwise be
8 consumed in further proceedings in this case.

9 This *ex parte* application is based on this Application, the attached memorandum of
10 points and authorities, the declaration of Rodolfo Ruiz-Velasco, the complete files and records in
11 this action, and any other matters that may be presented to the Court.
12

13 Dated: September 28, 2026

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15 _____
16 Rodolfo Ruiz-Velasco, Esq.
17 Attorneys for Plaintiff,
18 MANUEL M. TOMAS
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MEMORANDUM OF POINTS AND AUTHORITIES

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Parties respectfully request this Honorable Court to approve the Private Attorneys General Act (PAGA) Settlement as set forth in the proposed order filed concurrently with this Application pursuant to Labor Code § 2699(s)(2). For the reasons explained below, the PAGA Settlement is fair and reasonable.

On December 8, 2025, the Court entered Default Judgment against Defendants in the above referenced employment law case (“Default Judgment”) (ROA No. 25). The Default Judgment has been settled in full between the Parties, pending final approval of the Court as it pertains to the eighth cause of action for PAGA civil penalties. The Parties agree as to the amount and the method of distribution of the PAGA penalties.

Based upon the factors set forth below, the amount of the PAGA penalties is reasonable because (1) Defendants have cooperated with Plaintiff’s investigation in providing the necessary information, (2) the information shows that Defendants employed fewer aggrieved employees than previously believed, which reduces the total potential amount of the PAGA civil penalties, (3) Defendant’s financial situation, and (4) the parties have decided to compromise on the claims to save on fees and costs that would significantly increase upon further litigation and/or collection in the case.

Accordingly, the Parties respectfully request that this Court approve the PAGA settlement as set forth in the proposed order filed concurrently herewith.

II. PROCEDURAL HISTORY

On April 16, 2025, Plaintiff notified the Labor and Workforce Development Agency (“LWDA”) regarding his Labor Code claims pursuant to PAGA and filed and served his PAGA Action (LWDA Case No. LWDA-CM-1092544-25 (the “PAGA Action” or “PAGA Claim”). Plaintiff thereafter filed his Complaint on June 23, 2025 with his individual claims and the PAGA Action. After Defendants did not file an Answer, Plaintiff filed default judgment papers on or about October 10, 2025, and on or about December 8, 2025 the Court entered Default Judgment against Defendants (ROA No. 25).

1 Defendants' counsel thereafter contacted Plaintiff's counsel stating that Defendants
2 would be filing motion papers to vacate the Default Judgment and to defend and litigate the
3 claims made against them. The Parties thereafter discussed settlement in an effort to avoid
4 further litigation and collection on the Default Judgment. After several communications, and
5 after careful consideration of the information and documents produced, including regarding
6 financial condition of Defendants, the Parties agreed to a settlement of the Default Judgment so
7 as to avoid the costs and risks of further litigation.

8 **III. SUMMARY OF SETTLEMENT**

9 **A. The Aggrieved Employees**

10 The Aggrieved Employees consist of all persons employed by Defendants as non-exempt
11 employees in California at any time from April 16, 2024 through the date of Plaintiff's default
12 judgment papers were filed, that is, October 10, 2025 (the "Settlement Period"). The Aggrieved
13 Employees collectively worked approximately 663 pay periods during the Settlement Period,
14 calculated as an average of 17 employees per pay period x 78 weekly pay periods divided by 2
15 per LC Section 2699(o). Ruiz-Velasco Decl., ¶ 8.

16 **B. Settlement Terms**

17 Under the Settlement, the PAGA action part of the Default Judgment shall be settled and
18 satisfied for a Settlement Amount of Twenty Thousand Dollars (\$20,000.00), which shall be
19 inclusive of the PAGA civil penalties and Settlement Administration Costs, provided that
20 Defendants pay monthly payments on time and cure any defaults to the monthly payments timely
21 within the cure period of 3 business days from default. Ruiz-Velasco Decl., ¶ 6. Defendants will
22 pay the settlement funds in monthly payments to Plaintiff's counsel's client trust account, and
23 upon Defendants finishing the monthly payments per the Settlement Agreement, Plaintiff's
24 counsel shall wire the \$20,000 to the settlement administrator Phoenix Class Action
25 Administration Solutions ("Settlement Administrator") within fifteen (15) days of receipt of the
26 final monthly payment per the terms of the Agreement. *Id.* The Settlement Amount shall be
27 allocated and distributed by the Settlement Administrator as follows:
28

Gross Settlement Amount:	\$20,000
Settlement Administrator Costs (minus)	\$3,028.90
Net Settlement Amount	\$16,971.10
Distribution to LWDA (65% of Net Settlement Amount)	\$11,031.22
Distribution to Aggrieved Employees (35% of Net Settlement Amount)	\$5,939.88

Ruiz-Velasco Decl., ¶ 6.

C. Administration of the Gross Settlement Amount

The Settlement Administrator will calculate each individual settlement payment pursuant to the following formula: Defendants shall provide the Settlement Administrator with the Pay Periods for each Aggrieved Employee. The Settlement Administrator shall then divide the portion of the Net Settlement Amount allocated to the Aggrieved Employees by the total number of Pay Periods for all aggrieved employees resulting in a value for each pay period worked by the Aggrieved Employees during the Settlement Period (“Pay Period Value”). The Settlement Administrator shall then multiply the number of Pay Periods for each aggrieved employee by the Pay Period Value. Ruiz-Velasco Decl., ¶ 7.

Individual settlement payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each aggrieved employee along with the individual settlement payment. *Id.* If any Settlement checks are returned, the Settlement Administrator will use reasonable efforts to locate the aggrieved employee and re-mail the Settlement Payment to the applicable Aggrieved Employee. *Id.*

No funds will revert to the Gross Settlement Amount. Remaining funds from any uncashed settlement checks after 180-day expiration period, shall be payable to the California State Controller’s Office-Unclaimed Property Fund, to be held in the name of the Aggrieved Employee. *Id.*

IV. THE COURT SHOULD GRANT APPROVAL OF THE PAGA SETTLEMENT

A. Standard of Review

Pursuant to Labor Code Section 2699(s)(2): “The superior court shall review and approve any settlement of any civil action filed pursuant to this part.” Courts generally focus on whether

1 the PAGA settlement is fair and reasonable and consistent with the underlying remedial purpose
2 of the PAGA. *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56, 75 (2021).

3 **B. The Court Has Wide Discretion in Awarding PAGA Penalties**

4 Pursuant to Labor Code Section 2699(e)(2) the Court has discretion as it pertains to the
5 amount of the penalty and “may award a lesser amount than the maximum civil penalty amount
6 specified by this part, including the penalty amounts in subdivisions (g) and (h), or may,
7 notwithstanding the limitations set forth in subdivisions (g) and (h) exceed the limitations set
8 forth in those subdivisions, if, based on the facts and circumstances of the particular case, to do
9 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”

10 **C. The Proposed PAGA Settlement is Reasonable and Fulfills PAGA’s Purpose**

11 “[The] Legislature’s purpose in enacting the PAGA was to augment the limited
12 enforcement capability of the Agency by empowering employees to enforce the Labor Code as
13 representatives of the Agency.” *Iskanian*, supra, 59 Cal.4th at 383. A PAGA representative action
14 “is a species of qui tam action.” *Flores v. Starwood Hotels & Resorts Worldwide, Inc.* (C.D. Cal.
15 2017) 253 F.Supp.3d 1074, 1076. When reviewing a PAGA-only settlement, courts do not
16 consider the value of individuals’ claims for damages because a PAGA settlement does not
17 release those claims. *Kim v. Reins Int’l California, Inc.* (2020) 9 Cal.5th 73, 87 (PAGA claims
18 have no individual component); *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 188 (noting
19 that PAGA penalties do not seek damages that are compensatory in nature). “The state’s interest
20 in such an action is to enforce its laws, not to recover damages on behalf of a particular
21 individual.” *Huff v. Securitas Sec. Servs., USA, Inc.* (2018) 23 Cal.App.5th 745, 760. Instead of
22 focusing on fair recovery for individual claims, the goal of PAGA enforcement is to achieve
23 “maximum compliance with state labor laws.” *Id.* at 756.

24 Here, the Settlement is fair, reasonable, and adequate in view of PAGA’s purposes to
25 remediate present labor law violations, deter future ones, and to maximize enforcement of state
26 labor laws. Plaintiff alleges that Defendants failed to provide Plaintiff and other Aggrieved
27 Employees with lawful meal and rest periods, failed to pay minimum and overtime wages, failed
28 to timely pay wages during employment, failed to pay all wages due upon separation, failed to

1 maintain required records, failed to furnish accurate itemized wage statements, and failed to
2 indemnify employees for necessary expenditures incurred from the discharge of their duties.
3 Defendants deny all violations.

4 All of Plaintiff's individual causes of action along with the PAGA cause of action were
5 resolved in a settlement fully executed on or about June 30, 2026. Plaintiff does not object to the
6 \$20,000 total amount allocated to the PAGA Action because (1) the Defendants dispute all of the
7 claimed violations, (2) the Defendants have cooperated with Plaintiff's investigation, (3) given
8 Defendants' financial condition, and (4) the Parties have decided to compromise to save on
9 attorneys' fees and costs because further litigating this case, with motions to set aside the default
10 judgment, and/or collection efforts, etc., would significantly increase fees and costs for the
11 Parties making settlement less likely.

12 Plaintiff's PAGA claim filing thus enforced the law and the Settlement of \$20,000.00
13 penalizes Defendants for the alleged violations of California's labor laws in an amount that is
14 significant enough to deter violations and provide genuine and meaningful relief—with part of
15 the settlement funds going to the State and to the Aggrieved Employees—thus fulfilling the
16 underlying purpose of PAGA to enforce the law and benefit the public.

17 **D. The Settlement Is Reasonable Given the Risks and Costs of Further**
18 **Litigation**

19 In assessing whether the amount in civil penalties is genuine and meaningful, the Court
20 may balance the amount in penalties with the risks of further litigation. Here, Plaintiff obtained a
21 meaningful amount in civil penalties despite facing significant challenges had the litigation
22 continued. Plaintiff has calculated the maximum potential penalties to be approximately \$99,450,
23 calculated as 663 pay periods x \$150 per pay period pursuant to LC sections 2699 and 558,
24 which is the approximate maximum potential recovery in the event Plaintiff is able to establish
25 liability at trial and the Court does not exercise its discretion to reduce the amount of PAGA
26 penalties. Ruiz-Velasco Decl., ¶ 8. This is slightly less than the \$117,000 believed at the time of
27 requesting the Default Judgment, given that Plaintiff believed there were slightly more
28 nonexempt employees than actually presented by Defendants in settlement discussions with

1 Defendants. The \$20,000 Settlement Amount is 20.1% of the total potential PAGA penalties
2 amount of \$99,450, which is significant for a PAGA settlement. Further, many of the
3 assumptions of the maximum potential recovery rest on unresolved legal and factual issues and
4 therefore the actual value of the case is less than the maximum exposure.

5 Additionally, while Plaintiff and Plaintiff's Counsel are confident in the merits of the
6 Action, a legitimate controversy exists as to each alleged underlying Labor Code violation. Ruiz-
7 Velasco Decl. ¶ 9. For example, Plaintiff contends that, due to the nature of the Aggrieved
8 Employees' work and Defendants' practices, Aggrieved Employees did not regularly receive
9 timely, uninterrupted meal and rest periods and were required to perform work before getting to
10 the work site and after leaving the work site but did not receive any pay for that, thus causing
11 meal and rest period and minimum/overtime wage violations. *Id.* Plaintiff also contends that
12 Defendants failed to reimburse Plaintiff and other Aggrieved Employees for use of their personal
13 cell phones and personal vehicle expenses incurred in the course of their job duties. *Id.* On the
14 other hand, Defendants contend that Aggrieved Employees were provided lawful meal and rest
15 periods and that they properly paid employees for all time worked. *Id.* Defendants also contend
16 that they maintained lawful meal and rest break, minimum wage, overtime, and reimbursement
17 policies. *Id.*

18 Plaintiff also considered the fact that continued litigation would be expensive and time-
19 consuming involving a trial and likely appeals, all with uncertain results, and it would
20 substantially delay any recovery on behalf of the State and Aggrieved Employees. *Id.* at ¶ 9.

21 Accordingly, the Settlement properly accounts for Defendants' potential defenses to
22 Plaintiff's claims and the fact that the Court could reduce the amount of PAGA penalties even if
23 Plaintiff was successful on each of his claims.

24 **V. CONCLUSION**

25 Based upon the totality of the facts and circumstances, Plaintiff respectfully requests to
26 the Court that the PAGA Claim settlement of \$20,000, with allocations of \$16,971.10 towards
27 PAGA civil penalties, plus Settlement Administrator fees of \$3,028.90, be judicially approved
28 pursuant to Labor Code section 2699 and be imposed on Defendants, in satisfaction of the PAGA

1 civil penalties portion of the Default Judgment provided that monthly payments are timely made
2 by Defendants.

3 Dated: September 28, 2026

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5 Rodolfo Ruiz-Velasco, Esq.
6 Attorneys for Plaintiff,
7 MANUEL M. TOMAS
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1 **DECLARATION OF RODOLFO RUIZ-VELASCO IN SUPPORT**

2 I, Rodolfo Ruiz-Velasco, declare as follows:

3 1. I am an attorney licensed to practice law in the state of California and am the
4 attorney of record for Plaintiff MANUEL M. TOMAS (“Plaintiff”) in the above referenced
5 action.
6

7 2. On or about April 16, 2025, on behalf of Plaintiff, I sent Defendants The Painting
8 Company LLC, Wayne Lee Benton, and Joel Mercado (collectively, “Defendants”) via certified
9 mail a written notice of Plaintiff’s intent to bring a claim for PAGA civil penalties, and filed it
10 with the California Labor Workforce Development Agency (“LWDA”) via online submission
11 through their website (A true and correct copy of the written notice for the PAGA claim is
12 attached to the Complaint in this action, see ROA Docket No. 1, Exhibit 1). The LWDA provided
13 Case No. LWDA-CM-1092544-25 for the PAGA Action. The LWDA did not respond within the
14 requisite 65 days. On or about June 23, 2025, Plaintiff filed his Complaint in this case, alleging
15 individual claims for (1) failure to pay wages, (2) failure to timely furnish accurate itemized
16 wage statements in violation of Labor Code section 226(a), (3) unfair business practices, (4)
17 waiting time penalties per Labor Code section 203, (5) meal and rest period violations, (6) failure
18 to reimburse, and (7) failure to timely produce copy of employee file and records, along with the
19 representative eighth (8th) cause of action for PAGA civil penalties pursuant to Labor Code
20 section 2698, et seq. Defendants dispute the claims and violations.
21
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24 3. I have served a copy of this Application on the LWDA via online submission on
25 their website, per the proof of service filed concurrently herewith.
26

27 4. On or about October 10, 2025, the Court entered default against Defendants. On or
28 about December 8, 2025, the Court entered a Default Judgment against Defendants (ROA No.

1 25). Defendants' counsel thereafter contacted me stating that Defendants would be filing motion
2 papers to vacate the Default Judgment in order to defend Defendants from Plaintiff's claims and
3 to litigate the case. The Parties thereafter discussed settlement in an effort to avoid further
4 litigation and collection on the Default Judgment. Further, Defendants presented evidence that
5 there were less nonexempt employees employed during the Settlement Period than Plaintiff
6 previously believed, which would reduce the total potential PAGA penalties amount from the
7 \$117,000 awarded by the Court in the Default Judgment to \$99,450 (See ¶ 8 below). In addition,
8 Defendants' counsel presented information that showed that Defendants had financial issues.
9
10 After several communications, and after careful consideration of the information and documents
11 produced, the Parties agreed to a settlement of the Default Judgment so as to avoid the costs and
12 risks of further litigation.
13

14
15 5. On or about June 30, 2026, the Parties agreed to settle all claims, including the
16 individual claims and the PAGA claim, whereby Defendants have agreed to pay monthly
17 payments, and upon timely monthly payments, for the Default Judgment to be satisfied. Upon
18 Court approval of the PAGA claim settlement, Defendants will begin monthly payments and
19 upon timely monthly payments, Plaintiff will file a satisfaction of the Default Judgment.
20

21 6. \$20,000 has been agreed to settle the PAGA claim, where this gross amount is
22 allocated as \$16,971.10 in PAGA civil penalties, plus \$3,028.90 in settlement administration
23 costs. This results in a net gain of \$16,971.10 for the State of California and the aggrieved
24 employees, where \$11,031.22 or sixty-five percent (65%) will be paid to the LWDA and
25 \$5,939.88 or thirty-five percent (35%) will be paid to the aggrieved employees. The Parties
26 agreed that Defendants can pay the Settlement Amount in monthly payments given Defendants'
27 financial condition, and that upon timely payment of the monthly payments towards the PAGA
28

1 civil penalties, the PAGA penalties portion of the Default Judgment would be satisfied, and if
2 there is a default of the monthly payments, after notice by Plaintiff's counsel to Defendants'
3 counsel of default, Defendants shall have 3 business days to cure any default of the monthly
4 payments. Defendants will pay the settlement funds in monthly payments to Plaintiff's counsel's
5 client trust account, and upon Defendants finishing the monthly payments per the Settlement
6 Agreement, Plaintiff's counsel shall wire the \$20,000 to the settlement administrator Phoenix
7 Class Action Administration Solutions ("Settlement Administrator") within fifteen (15) days of
8 receipt of the final monthly payment per the terms of the Agreement.
9
10

11 7. The Settlement Administrator will calculate each individual settlement payment
12 pursuant to the following formula: Defendants shall provide the Settlement Administrator with
13 the pay periods for each aggrieved employee. The Settlement Administrator shall then divide the
14 portion of the Net Settlement Amount allocated to the aggrieved employees by the total number
15 of Pay Periods for all aggrieved employees resulting in a value for each pay period worked by
16 the aggrieved employees during the Settlement Period ("Pay Period Value"). The Settlement
17 Administrator shall then multiply the number of pay periods for each aggrieved employee by the
18 Pay Period Value. Individual settlement payments shall be allocated as non-wage penalties not
19 subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099
20 to each aggrieved employee along with the individual settlement payment. If any settlement
21 checks are returned, the Settlement Administrator will use reasonable efforts to locate the
22 aggrieved employee and re-mail the Settlement Payment to the applicable aggrieved employee.
23
24 No funds will revert to the Gross Settlement Amount. Remaining funds from any uncashed
25 settlement checks after 180-day expiration period, shall be payable to the California State
26 Controller's Office-Unclaimed Property Fund, to be held in the name of the aggrieved employee.
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8. The Aggrieved Employees consist of all persons employed by Defendants as non-exempt employees in California at any time from April 16, 2024 through the date of Plaintiff's default judgment papers were filed, that is, October 10, 2025 (the "Settlement Period"). The Aggrieved Employees collectively worked approximately 663 pay periods during the Settlement Period, calculated as an average of 17 employees per pay period x 78 weekly pay periods divided by 2 per LC Section 2699(o). The maximum potential penalties are approximately \$99,450, calculated as 663 pay periods x \$150 per pay period civil penalty pursuant to LC sections 2699 and 558, which is the approximate maximum potential recovery in the event Plaintiff is able to establish liability at trial and the Court does not exercise its discretion to reduce the amount of PAGA penalties.

9. Defendants deny all violations and deny that any violations occurred in the first place and have witnesses who will testify at trial denying the violations, including the failure to pay wages, failure to relieve of duties during meal and rest periods, and failure to reimburse, and will testify that they have maintained lawful meal and rest period, minimum wage, overtime, and reimbursement policies, which could potentially greatly diminish the PAGA civil penalties claimed. Therefore, Plaintiff would have risks at trial if the jury would believe Defendants' witnesses as opposed to Plaintiff's, and the Parties would also need to spend considerable time and expenses in trying this case, with likely appeals, all with uncertain results.

I declare under penalty of perjury under the laws of the state of California that foregoing is true and correct and based upon my personal knowledge.

Dated: September 28, 2026

Rodolfo Ruiz-Velasco, Esq.
Attorney for Plaintiff MANUEL M. TOMAS

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO**

MANUEL M. TOMAS, an individual,

Plaintiff,

v.

THE PAINTING COMPANY LLC; WAYNE
LEE BENTON, an individual; JOEL
MERCADO, an individual; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 25CU032583C

**[PROPOSED] ORDER ON JOINT EX
PARTE NOTICE AND APPLICATION
FOR APPROVAL OF SETTLEMENT
OF PLAINTIFF’S PRIVATE
ATTORNEYS GENERAL ACT
("PAGA") CLAIM**

I/C: Hon. Carolyn Caietti
Dept.: C-70

Date: September 29, 2026
Time: 8:30 a.m.

Date of First Paper: June 23, 2025
Trial Date: None yet set

[IMAGED FILE]

The Joint Ex Parte Application for Approval of Settlement of Private Attorneys General Act ("PAGA") Claim (hereinafter "Application") came on for hearing in Department C-70 of this Court on September 29, 2026. Attorney Rodolfo Ruiz-Velasco appeared on behalf of Plaintiff

1 Manuel M. Tomas (“Plaintiff”), and Attorney Luke Thompson appeared on behalf of Defendants
2 The Painting Company LLC, Wayne Lee Benton, and Joel Mercado (collectively, “Defendants”).
3 Having read the Application, the memorandum of points and authorities, and the declaration(s),
4 and having heard argument of counsel,
5

6 IT IS ORDERED that the Application is granted. PAGA civil penalties of twenty
7 thousand dollars (\$20,000.00) are imposed on Defendants, with allocations of \$3,028.90 to the
8 settlement administrator Phoenix Class Action Administration Solutions (“Settlement
9 Administrator”) for its fees, and \$16,971.10 towards PAGA civil penalties, with 65% of the
10 \$16,971 or \$11,031.22 to go to the California Labor Workforce Development Agency (“LWDA”) and
11 35% or \$5,939.88 to go to the aggrieved employees of Defendants, who are all nonexempt
12 employees employed by Defendants from April 16, 2024 to October 10, 2025 (“Settlement
13 Period”).
14

15 The Settlement Administrator shall distribute the PAGA civil penalties to the LWDA and
16 to the aggrieved employees pro rata depending on the number of pay periods they worked during
17 the Settlement Period.
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19 Defendants shall provide the Settlement Administrator with the pay periods for each
20 aggrieved employee. The Settlement Administrator shall then divide the portion of the Net
21 Settlement Amount allocated to the aggrieved employees by the total number of pay periods for
22 all aggrieved employees resulting in a value for each pay period worked by the aggrieved
23 employees during the Settlement Period (“Pay Period Value”). The Settlement Administrator
24 shall then multiply the number of pay periods for each aggrieved employee by the Pay Period
25 value. Individual settlement payments shall be allocated as non-wage penalties not subject to
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1 payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each
2 aggrieved employee along with the individual settlement payment.

3 If any Settlement checks are returned, the Settlement Administrator will use reasonable
4 efforts to locate the aggrieved employee and re-mail the Settlement Payment to the applicable
5 Aggrieved Employee. No funds will revert to the Gross Settlement Amount. Remaining funds
6 from any uncashed settlement checks after 180-day expiration period, shall be payable to the
7 California State Controller's Office-Unclaimed Property Fund, to be held in the name of the
8 aggrieved employee.
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10 The following alternative or additional relief is granted: _____
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16 **IT IS SO ORDERED.**

17
18
19 **DATE:** _____

Honorable CAROLYN CAIETTI

1 *Tomas v. The Painting Company LLC, et al.*
2 *Superior Court Case No. 25CU032583C*

3 **PROOF OF SERVICE**

4 I am employed in the County of San Diego, State of California. I am over eighteen years
5 of age and not a party to this action; my business address is 600 W. Broadway Suite 700, San
6 Diego, California, 92101. On **September 28, 2026**, I served a true copy of the foregoing
document(s):

7 Joint Ex Parte Notice and Application for Court Approval of Settlement of Plaintiff's Private
8 Attorneys Act of 2004 ("PAGA") Action; Declaration of Rodolfo Ruiz-Velasco in Support
Thereof

9 [Proposed] Order on Joint Ex Parte Notice and Application for Court Approval of Settlement of
10 Plaintiff's Private Attorneys Act of 2004 ("PAGA") Action

11 on all interested parties in this action as follows:

12 Luke Thompson, Esq. 13 Thompson Law & Consultation 14 Direct: 619.987.3231 15 9411 Bond Ave 16 El Cajon, CA 92021 lthompson@thompsonlawconsultation.com (via eservice/email only)	Attorneys for Defendants The Painting Company LLC, et al.
17 California Labor Workforce Development 18 Agency 19 455 Golden Gate Ave, 9th Floor 20 San Francisco, CA 94102 (by online submission only at https:// www.dir.ca.gov/Private-Attorneys-General- Act/Private-Attorneys-General-Act.html) 21 (via online submission only)	California Labor Workforce Development Agency (LWDA)

22 ☒ **E-mail service/E-service:** I have e-served/mailed the above-documents to the e-mail
23 address(es) of counsel above.

24 ☒ **Online submission:** I submitted the above-documents online via the website above.

25
26 I declare under penalty of perjury under the laws of the State of California that the
27 foregoing is true and correct. Executed on **September 28, 2026**.

28 
Rodolfo Ruiz-Velasco