

D.LAW, INC.

Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
Emma Geesaman (SBN 352715)
e.geesaman@d.law
Bradford Smith (SBN 345879)
b.smith@d.law
250 N Madison Ave., 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

DAVID YEREMIAN & ASSOCIATES, INC.

David Yeremian (SBN 226337)
david@yeremianlaw.com
250 N Madison Ave., 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff EDUARDO VELAZQUEZ
on behalf of himself and on behalf of all other
aggrieved employees

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

EDUARDO VELAZQUEZ, on behalf of
himself and on behalf of all other aggrieved
employees,

Plaintiff,

vs.

CARLUCCI TRANSPORT dba CARLUCCI
TRANSPORT INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 22CECG03945

PAGA ACTION

Assigned For All Purposes To:
Hon. Kristi Culver Kapetan

**DECLARATION OF ENOCH J. KIM
IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF
PAGA SETTLEMENT**

Date: August 20, 2026
Time: 3:30 p.m.
Dept: 502

Action filed: September 9, 2022
FAC filed: May 5, 2023
Trial date: None Set

DECLARATION OF ENOCH J. KIM

I, Enoch J. Kim, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

2. I am Senior Counsel at D.Law, Inc., counsel of record for Plaintiff Eduardo Velazquez ("Plaintiff" or "PAGA Representative") on behalf of himself and similarly situated employees of Defendant Carlucci Transport dba Carlucci Transport Inc. ("Defendant" collectively with Plaintiff, "the Parties"). I and my firm are referred to herein as Private Attorneys General Act of 2004 ("PAGA") Counsel.

3. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiff's Motion for Approval of PAGA Settlement ("Motion").

4. Defendant is in the trucking industry where, pertinent to this action, non-exempt employees work for Defendant across the state of California to provide trucking-related services.

5. My office received thousands of pages of work records through the course of the litigation, including regarding Defendant's operation in the trucking industry and regarding Plaintiff's employment with Defendant Carlucci Transport dba Carlucci Transport Inc. ("Defendant"). Through my office's investigation, it was confirmed Plaintiff worked as a Truck Driver out of one of Defendant's facilities in Fresno, California from approximately from approximately 2020 until March of 2022.

6. On September 15, 2022, Plaintiff, through Plaintiff's counsel, submitted a notice letter with the Labor and Workforce Development Agency ("LWDA") via online submission and to Defendant via certified mail regarding Defendant's alleged violations and regarding Plaintiff's intention to seek penalties for violations of the Private Attorneys General Act ("PAGA"). In this letter, Plaintiff asserted that Defendant failed to comply with the Labor Code including sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,

1 1194.2, 1197, 1198, 1199, 1670.5, 2698, and 2699 *et seq.* Attached hereto as **Exhibit 2** is a true
2 and correct copy of the referenced letter. On December 13, 2022, Plaintiff submitted an amended
3 PAGA Notice to the LWDA and served Defendant. Attached hereto as **Exhibit 3** is a true and
4 correct copy of the referenced amended letter.

5 7. The LWDA did not respond to this notice within 65 days, indicating it did not
6 intend to investigate, thus allowing Plaintiff to file the instant lawsuit pursuant to Labor Code
7 Section 2699.3(a)(2)(A).

8 8. On September 9, 2022, Plaintiff initially commenced the present in the Fresno
9 County Superior Court (Case No. 22CECG03945) based on the alleged illegal practices in
10 Plaintiff's LWDA letter related to unpaid minimum and overtime wages; unlawful meal periods;
11 unlawful rest breaks; failure to provide accurate itemized wage statements; failure to maintain
12 accurate records, and failure to timely pay all wages due upon separation of employment.
13 Plaintiff's action was brought on behalf of himself and other non-exempt employees who worked
14 for Defendant in California during the PAGA Period ("Aggrieved Employees").

15 9. On May 5, 2023, Plaintiff filed the First Amended Complaint alleging a claim for
16 Failure to Reimburse Necessary Business Expenditures Under Labor Code § 2802 under PAGA.
17 On August 15, 2023, Defendant filed its motion to compel arbitration of Plaintiff's individual
18 claims under PAGA based on an arbitration agreement signed by Plaintiff during his employment
19 with Defendant. Plaintiff filed with the arbitrator JAMS on August 28, 2023. On March 28, 2024,
20 the Court entered its order adopting its tentative ruling denying Defendant's motion. Thereafter,
21 the Parties agreed to mediate Plaintiff's representative PAGA action.

22 10. The Parties have engaged in substantive formal and informal discovery prior to
23 reaching a settlement. Plaintiff, through my office, served a first set of written discovery, seeking,
24 *inter alia*, Plaintiff's personnel file, policy-related documents, the Aggrieved Employees' contact
25 information, and Aggrieved Employees' timekeeping and pay records. After meeting and
26 conferring on the discovery, written responses and responsive documents were partially received
27 by Plaintiff. To obtain all remaining documents and information, Plaintiff filed a motion to compel
28 further discovery responses.

1 11. The Parties agreed to an additional informal production of documents and
2 information before the private mediation. Through formal and informal discovery, Plaintiff and
3 his counsel have received substantial evidence to evaluate his PAGA claim and calculate
4 Defendant's alleged exposure, including thousands of pages of work records encompassing the
5 timecards and wage statements for Plaintiff and all Aggrieved Employees. Plaintiff also received
6 the Aggrieved Employees' contact information and conducted interviews of Aggrieved Employees
7 following a *Belaire-West* notice sent on July 11, 2024, and received Defendant's written work
8 policies governing their employment.

9 12. For mediation, PAGA Counsel engaged an expert, Berger Consulting Group, to
10 help quantify Defendant's potential exposure using the timecards and wage statements, and then
11 assessed the risks associated with each of the claims.

12 13. On October 23, 2024, the Parties attended a full-day mediation with Jeffrey
13 Owensby, a respected mediator.

14 14. Settlement in principle was reached at mediation, and the Parties remained engaged
15 in arm's length settlement discussions following the mediation to draft and execute a long-form
16 settlement agreement. Ultimately, the Parties' agreement was fully executed on November 21,
17 2024.

18 15. Plaintiff provided notice of the Parties' Settlement to the LWDA on May 13, 2025.

19 16. Plaintiff, through my office, submitted a copy of the Motion for Approval of PAGA
20 Settlement to the LWDA on July 27, 2026.

21 17. The \$225,000.00 Gross Settlement Amount is reasonable for a group of
22 approximately 375 employees and is equivalent to a penalty of \$600 per Aggrieved Employee.

23 18. A penalty by way of the \$225,000.00 Gross Settlement Amount is large enough to
24 punish Defendant for alleged past violations and deter future violations. At the same time, the
25 penalty amount is not so large as to be unjust, oppressive or confiscatory, considering the
26 company's potential exposure explained below.

27 19. The Gross Settlement Amount is also reasonable in light of the facts of the
28 foregoing action and inherent risks and uncertainties associated with PAGA claims.

20. Defendant represented based on its records that there were 375 Aggrieved Employees who collectively worked a total of 15,247 pay periods at issue ahead of mediation. Plaintiff calculated Defendant's potential exposure at the initial violation rate of \$100.00 per pay period (*see* Labor Code § 2699(f)(2)) as follows: 15,427 total pay periods x \$100.00 PAGA penalty per pay period equals \$1,542,000 in total exposure. This calculation follows the principle of one penalty award per pay period. If the Court "stacked" multiple penalties in the same pay period, Plaintiff's expert calculated Defendant's maximum exposure to be:

- a. \$100 x 13,844 pay periods with unpaid minimum and overtime wages (assuming a 90% violation rate) = \$1,384,400 in penalties for unpaid wage violations;
- b. \$100 x 15,273 pay periods with rest break violations (assuming a 99% violation rate) = \$1,527,300 in penalties for rest break violations;
- c. \$100 x 12,342 pay periods with a meal period violation (assuming an 80% violation rate) = \$1,234,200 in penalties for meal period violations; and
- d. \$100 x 92 terminated employees with waiting time violations = \$9,200 in penalties; and
- e. \$100 x 15,427 pay periods with derivative wage statement violations (assuming a 100% violation rate) = \$1,542,700 for wage statement penalties.
- f. \$100 x 3,856.75 pay periods (assuming a 25% violation rate) = \$385,675 for the unreimbursed business expenses claim.

21. However, case law supports the notion that it is inappropriate to "stack" penalties for multiple violations, particularly when those violations all stem from the same alleged "injury." *Aguirre v. Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation of one primary right constitutes a single cause of action.") As such, Plaintiff's calculation of \$1,542,000 as the maximum exposure under PAGA is appropriate. Moreover, even if "stacking" were permitted, the above calculations assumed the Court would find multiple violations in every pay period based on Plaintiff's theories of liability, and agree

1 with all of Plaintiff's arguments and supporting evidence as to Defendant's exposure, which
2 would have been unlikely given Defendant's defenses to the claims at issue in this matter.

3 22. Plaintiff alleged that Defendant failed to pay Aggrieved Employees for the time
4 they spent conducting pre-trip inspections and preparing trucks for trips, unloading trucks post-
5 trip, and performing post-trip duties such as completing reports and getting diesel fuel.
6 Defendant contended that Aggrieved Employees were responsible for accurately reporting their
7 time worked (including for pre and post-trip activities), that Aggrieved Employees presumably
8 rounded up their reported time worked prior to and after their trips, and that Defendant paid at
9 least minimum wages for the time that Plaintiff and Aggrieved Employees reported on their daily
10 logs, including the time spent for pre and post-trip activities, thereby paying for more time than
11 actually worked by Aggrieved Employees. As a result, this claim would be dependent upon
12 competing testimonial evidence through depositions and declarations about Defendant's practice,
13 which renders the merits and value of this claim uncertain. Moreover, Defendant contended that
14 Aggrieved Employees were exempt from overtime requirements under the Federal Motor Carrier
15 Safety Act and California law because Aggrieved Employees, including Plaintiff, were
16 commercial drivers driving vehicles weighing more than 26,001 pounds. In addition, damages
17 exposure estimates for mediation purposes such as the one here are inherently aggressive and
18 seek to maximize the potential exposure based on assumptions of very high violation rates and
19 without any regard to the defenses to the merits of each claim.

20 23. The establishment of even one of these defenses would likely preclude a finding
21 of liability on this claim or significantly reduce any potential exposure.

22 24. Plaintiff also alleged that Aggrieved Employees were required to work during
23 their meal and rest periods or were not able to take their meal and rest breaks on a timely basis.
24 Defendant contended that the Federal Motor Carrier Safety Act exempted Aggrieved Employees
25 from the meal and rest break requirements under California law based on vehicle weight and thus
26 there were no violations of the meal and rest break requirements. Defendant also contended that
27 it had lawful written policies governing meal and rest breaks and that it informed Aggrieved
28 Employees of those policies. Defendant further contended that Aggrieved Employees were free

1 to take their meal and rest breaks during their shifts and that it did nothing to restrict their ability
2 to timely take meal and rest breaks, that Aggrieved Employees were responsible for accurately
3 reporting their meal breaks, and that any missed or untimely meal and rest breaks were at the
4 voluntary election of Aggrieved Employees. In addition to these defenses, Plaintiff had to
5 consider that rest breaks, unlike meal breaks, need not be recorded, making the rest break claim
6 subject to competing testimonial evidence about rest breaks and potential manageability issues at
7 trial given the number of Aggrieved Employees who could be called to testify in a trial
8 proceeding.

9 25. Plaintiff recognized the risks associated with the meal and rest break claims and
10 the possibility that no liability could be found on these claims if one of these defenses are
11 established.

12 26. Based on the unpaid wages and meal and rest break claims, Plaintiff alleged that
13 Defendant failed to provide accurate wage statements and pay all wages due at the time of
14 termination on a timely basis. Defendant contended that Plaintiff's wage statement and untimely
15 payment of wages claims were merely derivative of the unpaid wages and meal and rest break
16 claims and thus similarly had no merit. Defendant further contended that the wage statement and
17 untimely payment of wages claims were subject to a good faith dispute, which would preclude
18 the finding of a "willful" violation and as a result, preclude the finding of liability on these
19 claims. Plaintiff considered these defenses when evaluating the merits and value of these
20 derivative claims during settlement negotiations.

21 27. Finally, Plaintiff also alleged Defendant failed to reimburse Aggrieved Employees
22 for cellular phone usage and tools and protective gear, which were used in the course of
23 performing their job duties for Defendant. Defendant contended that it provided company-issued
24 mobile phones and hardhats to Aggrieved Employees and reimbursed Aggrieved Employees for
25 any necessary expenses incurred for their job duties pursuant to their expense reimbursement
26 policy. Defendant further contended that any other expenses allegedly incurred by Aggrieved
27 Employees were not necessary for the performance of their job duties and thus not required to be
28 reimbursed by Defendant.

28. Another crucial factor in evaluating the value of a PAGA-only case is that all PAGA awards are discretionary and can be reduced by the Court. Under Labor Code § 2699(e)(2), the Court can reduce the PAGA penalties “if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” In other words, were this matter to go to trial, any award granted would be at the discretion of the Court.

29. Plaintiff recognizes that, the Court could determine otherwise and significantly reduce the PAGA penalties, even if Plaintiff were to prevail on the PAGA claims. (See *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No. BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien, Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to \$375,000).). The precedent is clear that courts will not hesitate to make steep reductions in PAGA penalty awards even if plaintiffs are successful in establishing liability under PAGA at trial. Applying discounts to the potential exposure for settlement purposes is not an exact science. However, based on Plaintiff's Counsel's experience in evaluating similar claims and the likelihood of success on the merits of each claim in light of Defendant's various defenses discussed above and the formal and informal discovery conducted, including interviews of Aggrieved Employees, as well as the precedent of courts significantly reducing PAGA penalty awards, Plaintiff believed that a discount of at least 80% to the total exposure to get a more realistic exposure was reasonable under the circumstances. The potential for little to no recovery and the additional delays and risks of trial justified settling at this point for a reasonable amount of recovery for the State and Aggrieved Employees.

Counsel's Qualifications

30. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their

rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

31. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiff and the Aggrieved Employees in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

32. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles, BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara, 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los Angeles, BC565445), *Vargo v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v. Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v. Kloeckner Metals Corporation* (Central District of California, 2:17-cv-04910-FMO), *Estes v. L3 Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk Club, Inc.* (Central District of California, 2:17-cv-05064-

1 DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los
2 Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of
3 California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area
4 Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-
5 00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-
6 17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV
7 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera,
8 MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in
9 Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court
10 of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of
11 California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of
12 California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court
13 of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior
14 Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX
15 Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino,
16 CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles,
17 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-
18 cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California
19 in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of
20 California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of
21 California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc.
22 (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California)
23 Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution
24 Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Viridi v.
25 Absolute Security International (Superior Court of California in San Bernardino, CIVDS
26 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-
27 00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of
28 California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

1 33. I am Senior Counsel at D.Law where I manage the class action and PAGA
2 settlement department. I was admitted to the California Bar in December 2008. I received my
3 J.D. from Pepperdine University School of Law and B.S. from University of Southern California.
4 Since graduating from law school, I have dedicated virtually my entire career on the practice of
5 employment law. I have practiced employment law from the plaintiff's side, defense side, and
6 from an in-house position. I have significant experience specifically working on wage and hour
7 class actions from the plaintiff's side as well as the defense side, with the majority of my
8 experience coming from the plaintiff's side. Throughout the course of this litigation, I have spent
9 approximately 29.3 hours on this matter. My lodestar for the hours spent on this case amounts to
10 approximately \$21,975.00 (29.3 x \$750.00 = \$21,975.00). Given my experience and the focus of
11 my practice, if I were to charge for this type of work by the hour, my rate would be \$1,045.00
12 per hour. A \$1,045.00 rate is warranted based on my years of experience in a highly specialized
13 area of law and within the range suggested by the Laffey Matrix (18 years out of law school,
14 adjusted Laffey Matrix rate of \$971.70).

15 34. Attorney Roman Shkodnik received his Bachelor of Arts in history and political
16 science from the University of California, Los Angeles, in 2007. He then earned his Juris
17 Doctorate from Loyola Law School in May of 2011. Upon graduating from law school, he has
18 exclusively focused his practice on representing employees including in wage-and-hour class
19 actions. During his career, he has represented employees in over 100 wage-and-hour class action
20 lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern
21 Districts of California), and he has obtained six and seven figure settlements against a range of
22 defendants, including Fortune 500 companies. These cases have involved the gamut of wage-
23 and-hour claims, including claims for failure to pay minimum wages, unpaid wages and
24 overtime, inaccurate pay statements, and failure to pay timely wages - similar to claims at issue
25 in the present matter. Throughout the course of this litigation, attorney Roman Shkodnik
26 estimates he has spent at least 55.3 hours litigating this matter. Accordingly, Mr. Shkodnik's
27 unadjusted lodestar in this matter is \$38,710.00 (55.3 x \$700.00 = \$38,710.00). If Mr. Shkodnik
28 were to charge a rate for this type of work by the hour, given his experience and the focus of his

practice, his current hourly rate would be \$1,045.00 per hour. A \$1,045.00 rate is warranted based on Mr. Shkodnik's years of experience in a highly specialized area of law and is in line with the Laffey Matrix (15 years out of law school, adjusted Laffey Matrix rate of \$971.70).

35. Associate Attorney Norayr Zakaryan received his bachelor's degree from the University of California, Los Angeles in 2017 and his Juris Doctorate degree from the University of California College of the Law, San Francisco (formerly known as UC Hastings) in 2024. Since starting his professional career, he has focused on plaintiff's side employment law and has been appointed as class and PAGA counsel in other wage and hour settlements in California state court. Throughout the course of this litigation, Norayr Zakaryan estimates he has spent at least 52.8 hours litigating this matter. Accordingly, Mr. Zakaryan's unadjusted lodestar in this matter is \$21,120.00 ($52.8 \times \$400.00 = \$21,120.00$). If Mr. Zakaryan were to charge a rate for this type of work by the hour, given his experience and the focus of his practice, his current hourly rate would be \$475.00. A \$475.00 rate is warranted based on Mr. Zakaryan's experience in a highly specialized area of law and is in line with the Laffey Matrix (2 year out of law school, adjusted Laffey Matrix rate of \$484.83).

36. Former Associate Attorney Robert Payaslyan received his Bachelor of Science in criminal justice/law enforcement administration from California State University, Los Angeles in 2018. He then earned his Juris Doctorate from the University of California, Irvine School of Law in 2021. Throughout the course of this litigation, attorney Robert Payaslyan estimated he had spent at least 42.6 hours litigating this matter. Accordingly, Mr. Payaslyan's unadjusted lodestar in this matter is \$17,040.00 ($42.6 \times \$400.00 = \$17,040.00$). If Mr. Payaslyan were to charge a rate for this type of work by the hour, given his experience and the focus of his practice, his current hourly rate would be \$475.00 per hour. A \$475.00 rate is warranted based on Mr. Payaslyan's years of experience in a highly specialized area of law and is in line with the Laffey Matrix (5 years out of law school, adjusted Laffey Matrix rate of \$639.10).

37. Associate Attorney Emma Geesaman received her Bachelor of Arts in political science from Boston University in 2019. She then earned her Juris Doctorate from Case Western Reserve University Law School in May of 2023. Upon graduating from law school, she has

1 exclusively focused my practice on representing employees including in wage-and-hour class
2 actions. Throughout the course of this litigation, attorney Emma Geesaman estimates she has spent
3 at least 34.4 hours litigating this matter. Accordingly, Ms. Geesaman's unadjusted lodestar in this
4 matter is \$14,620.00 ($34.4 \times \$425.00 = \$14,620.00$). If Ms. Geesaman were to charge a rate for
5 this type of work by the hour, given her experience and the focus of her practice, her current hourly
6 rate would be \$475.00 per hour. A \$475.00 rate is warranted based on Ms. Geesaman's years of
7 experience in a highly specialized area of law and is in line with the Laffey Matrix (3 years out of
8 law school, adjusted Laffey Matrix rate of \$484.83).

9 38. Associate Attorney Antonia McKee received her bachelor's degree from the
10 University of California, Davis in 2020, and her Juris Doctorate degree from Southwestern Law
11 School, accelerated SCALE program, in 2021. Since starting her professional career, she has
12 focused on plaintiff's side employment law and has been appointed as class and PAGA counsel in
13 other wage and hour settlements in California state court. Throughout the course of this litigation,
14 Antonia McKee estimates she has spent at least 12.5 hours litigating this matter. Accordingly, Ms.
15 McKee's lodestar in this matter is \$5,937.50 ($12.5 \times \$475.00 = \$5,937.50$). If Ms. McKee were to
16 charge a rate for this type of work by the hour, given her experience and the focus of her practice,
17 her current hourly rate would be \$585.00. A \$585.00 rate is warranted based on Ms. McKee's
18 experience in a highly specialized area of law and is in line with the Laffey Matrix (5 years out of
19 law school, adjusted Laffey Matrix rate of \$595.53).

20 39. Associate Attorney Amanda Fazio received her Bachelor of Arts in political science
21 from Loyola Marymount University in 2019. She then earned her Juris Doctorate from
22 Southwestern Law School in May of 2022. Upon graduating from law school, she has exclusively
23 focused her practice on representing employees including in wage-and-hour class actions and
24 PAGA actions. Throughout the course of this litigation, attorney Amanda Fazio estimates she has
25 spent at least 2.1 hours litigating this matter. Accordingly, Ms. Fazio's unadjusted lodestar in this
26 matter is \$997.50 ($2.1 \times \$475.00 = \$997.50$). If Ms. Fazio were to charge a rate for this type of
27 work by the hour, given her experience and the focus of her practice, her current hourly rate would
28 be \$475.00 per hour. A \$475.00 rate is warranted based on Ms. Fazio's years of experience in a

highly specialized area of law and is in line with the Laffey Matrix (4 years out of law school, adjusted Laffey Matrix rate of \$484.83).

40. Associate Attorney Mason Doidge received his bachelor's degree from Eastern Washington University in March 2019, and from University of California, Irvine School of Law in May 2023. He has been in practice with the law firm of D.Law, Inc. since August 2024, focusing exclusively in the area of employment law and has been involved in numerous cases in all aspects from pre-filing through settlement, including California and Federal wage and hour class actions. Throughout the course of this litigation, attorney Mason Doidge estimates he has spent at least 0.2 hours litigating this matter. Accordingly, Mr. Doidge's unadjusted lodestar in this matter is \$85.00 ($0.2 \times \$425.00 = \$85.00$). If Mr. Doidge were to charge a rate for this type of work by the hour, given his experience and the focus of his practice, his current hourly rate would be \$475.00 per hour. A \$475.00 rate is warranted based on Mr. Doidge's years of experience in a highly specialized area of law and is in line with the Laffey Matrix (3 years out of law school, adjusted Laffey Matrix rate of \$484.83).

41. Associate Attorney Bradford Smith graduated from the University of California, Irvine with a Bachelor of Arts in History and received his Juris Doctor from Loyola Law School, Los Angeles in 2022. He was admitted to practice law in the State of California in 2022. Before joining D.Law, Inc., he worked at a law firm specializing in insurance defense litigation. Since 2023, his focus has been on wage and hour class action litigation and settlements. Throughout the course of this litigation, attorney Bradford Smith estimates he has spent at least 10.2 hours litigating this matter. Accordingly, Mr. Smith's unadjusted lodestar in this matter is \$4,845.00 ($10.2 \times \$475.00 = \$4,845.00$). If Mr. Smith were to charge a rate for this type of work by the hour, given his experience and the focus of his practice, his current hourly rate would be \$475.00 per hour. A \$475.00 rate is warranted based on Mr. Smith's years of experience in a highly specialized area of law and is in line with the Laffey Matrix (4 years out of law school, adjusted Laffey Matrix rate of \$484.83).

42. Our firm is well qualified because of our experience, knowledge, and resources to act as counsel and represent Plaintiff and the Aggrieved Employees in this action. A substantial

percentage of our practice is devoted to litigating wage, hour, and working-conditions violations, and the bulk of these cases are class and PAGA actions.

43. This experience is helpful in assessing the reasonableness of settlements such as the one at issue here, and from this experience PAGA Counsel concluded that this lawsuit could not have been settled on better terms than provided under the present settlement agreement.

44. In sum, Plaintiff's Counsel is experienced in employment class and PAGA action litigation and is adequate to represent the Aggrieved Employees in the instant action.

45. D.Law, Inc. and David Yeremian & Associates, Inc. spent over 269.1 hours working on this case, for a lodestar of at least \$153,545.00 in fees. This time could have been spent on other potentially lucrative cases. D.Law, Inc. dedicated significant resources to this case by dividing the tasks required according to skill level, and the professional hours generated by each attorney are neither unreasonable nor duplicative. Attached hereto as **Exhibit 6** is D.Law and David Yeremian & Associates' lodestar report which reflects the efficiencies achieved by a law firm experienced in this field. **Collectively, Plaintiff's Counsel will have a total of approximately 269.1 hours and a lodestar of approximately \$153,545.00** (*see* also Yeremian Decl.). **Plaintiff's counsel requests a fee of \$75,000.00 which is a negative multiplier of 0.49.**

46. The chart below summarizes **Exhibit 6** and shows the calculation of hours spent by each of D.Law attorneys on this case:

Attorney	Hours	Hourly Rate	Total
Roman Shkodnik	55.3	\$700.00	\$38,710.00
Norayr Zakaryan	52.8	\$400.00	\$21,120.00
Robert Payaslyan	42.6	\$400.00	\$17,040.00
Enoch J. Kim	29.3	\$750.00	\$21,975.00
Emma Geesaman	34.4	\$425.00	\$14,620.00
Antonia McKee	12.5	\$475.00	\$5,937.50
Amanda Fazio	2.1	\$475.00	\$997.50
Mason Doidge	0.2	\$425.00	\$85.00

Bradford Smith	10.2	\$475.00	\$4,845.00
Total	239.4		\$125,330.00

47. PAGA Counsel bore the entire risk of recovery. PAGA Counsel took this case on a pure contingency basis, with no guarantee of any payment. Before mediation, PAGA Counsel spent significant time on discovery and preparing for mediation despite the risk of recovering nothing. Given the discovery, motion practice and exhaustive negotiations in this case, PAGA Counsel has achieved a beneficial settlement for the State and Aggrieved Employees through efficient and diligent work. PAGA Counsel's lodestar significantly exceeds the amount of fees requested, even at rates lower than the current attorney rates of PAGA Counsel. Moreover, even if a lower rate were applied to the hours worked by PAGA Counsel on this case, the resulting lodestar would still far exceed the fees requested as part of the Settlement given the number of hours PAGA Counsel invested in this case.

48. In litigating this case, PAGA Counsel spent \$8,583.63 on items such as filing fees, copies, expert fees, mediation fees, and other fees related to the litigation. A true and correct copy of D.Law's Cost Report is attached hereto as **Exhibit 5**. Since Plaintiff's collective costs did not reach the maximum of \$15,000.00, the remaining \$6,416.37 will revert to and increase the Net Settlement Fund to be paid as PAGA Penalties. All of the costs were reasonable and necessary for the prosecution of this case.

Exhibits

49. Attached hereto as **Exhibit 1** is a true and correct copy of the fully-executed PAGA Settlement Agreement, and the proposed Notice of Settlement is attached to the Settlement as **Exhibit A**.

50. Attached hereto as **Exhibit 2** is a true and correct copy of the letter Plaintiff sent to the LWDA and Defendant to commence the present action.

51. Attached hereto as **Exhibit 3** is a true and correct copy of the amended letter Plaintiff sent to the LWDA and Defendant.

52. Attached hereto as **Exhibit 4** is a true and correct copy of the email my office

1 received when the Parties' PAGA Settlement Agreement was submitted online to the LWDA.

2 53. Attached hereto as **Exhibit 5** is a true and correct copy of my firm's cost journal
3 for actual costs expended on this case.

4 54. Attached hereto as **Exhibit 6** is a true and correct copy of my firm's lodestar
5 report reflecting the hours and fees expended by Plaintiff's counsel throughout the litigation.

6 55. Attached hereto as **Exhibit 7** is a true and correct copy of the email my office
7 received when the Parties' Renewed PAGA Approval Motion was submitted online to the
8 LWDA.

9 I declare under penalty of perjury under the laws of the State of California that the above
10 facts are true and correct.

11 Executed July 27, 2026, in Pasadena, California.

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14 Enoch J. Kim
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Eduardo Velazquez (“Plaintiff”) and Defendant Carlucci Transport, Inc. dba Carlucci Transport (“Defendant”). The Agreement refers to Plaintiff and Defendant jointly as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport, Inc., et al.*, filed on December 9, 2022, and pending in the Superior Court of the State of California, County of Fresno, Case No. 22CECG03945.
- 1.2. “Administrator” means Phoenix, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.
- 1.4. “Aggrieved Employee” means all individuals who were employed by Defendant, as hourly, non-exempt employees in California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Fresno.
- 1.8. “Defendant” means named Defendant Carlucci Transport, Inc dba Carlucci Transport.
- 1.9. “Defense Counsel” means Christina Cusimano of McCormick Barstow LLP.
- 1.10. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Approval of the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no objections are made to the Settlement, the day the Court enters Judgment; (b) if one or more objections are made to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the

Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.11. “Gross Settlement Amount” means Two Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees and Costs Award, and the Administration Expenses Payment.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Order Granting Approval of the PAGA Settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees and Costs Award and the Administration Expenses Payment. The remainder (Net Settlement Amount) is to be paid to Aggrieved Employee as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means David Yeremian of David Yeremian & Associates, Inc. and Roman Shkodnik and Emma Geesaman of D.Law, Inc. the attorneys representing Plaintiff in the Action.
- 1.18. “PAGA Counsel Fees and Costs Award” means \$90,000 allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee met the definition of an Aggrieved Employee for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means the period from September 15, 2021, through November 15, 2024.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.22. “PAGA Notice” means Plaintiff’s letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA in settlement of the PAGA claims.
- 1.24. “PAGA Representative” or “Plaintiff” means Eduardo Velazquez, the named Plaintiff in the Action seeking Court approval to serve as the PAGA Representative.
- 1.25. “Approval Order” means the proposed Order Granting Approval of the PAGA Settlement.
- 1.26. “Released PAGA Claims” means the claims being released by Plaintiff and the Aggrieved Employees as described in Paragraph 5 below.
- 1.27. “Released Parties” means: Defendant and all of its present and former parents, owners, subsidiaries, divisions, affiliated or related person or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors and assigns.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On December 9, 2022, Plaintiff commenced this Action by filing a Complaint alleging PAGA causes of action seeking civil penalties on a representative basis on behalf of similarly situated aggrieved employees for alleged violations of Labor Code §§ 226 & 226.6 (Wage Statements); Labor Code §§ 510 & 1194 (Overtime); Labor Code § 226.7 (Rest Periods); Labor Code § 512 (Meal Periods); Labor Code §§ 204, 210, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 1670.5 (Pay All Hours Worked); Labor Code §§ 201-203 (Waiting Time); (the “Operative Complaint”). Other than a clerical error omitting pay period end date on less than 6% of the pay periods at issue (which error was corrected prior to Defendant having received notice of any threatened claim), Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. The Parties exchanged informal discovery, including the production of policies and time and pay records of Aggrieved Employees.
- 2.4. On October 28, 2024, the Parties participated in a mediation with Jeff Owensby of Judicate West and reached this agreement through arm’s length negotiations.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Defendant promises to pay Two Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) and no more as the Gross Settlement Amount to settle the PAGA claims alleged in the Operative Complaint. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1. To the Administrator: An Administration Expenses Payment not to exceed Four Thousand Seven Hundred and Fifty Dollars and Zero Cent (\$4,750) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$4,750, the Administrator will retain the remainder in the Net Settlement Amount.
 - 3.2.2. To the LWDA and Aggrieved Employees: E s t i m a t e d PAGA Penalties in the amount of One Hundred and Thirty Thousand Two Hundred and Fifty Dollars and Zero Cents (\$130,250) to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments. All PAGA Penalty payments to the Aggrieved Employees are deemed penalties and interest for which a form 1099 shall issue.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (approximately \$32,562.50) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
 - 3.2.3. PAGA Counsel Fees and Cost Award: One-third of the Gross Settlement Amount which is currently estimated to be Seventy-Five Thousand Dollars and Zero Cents (\$75,000) to PAGA Counsel for services that it has rendered, and Fifteen Thousand Dollars (\$15,000) for expenses incurred prosecuting this case, subject to court approval. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees and Cost Award as

required by the Court. If the Court approves a PAGA Counsel Fees and Cost Award less than the amounts requested, the Administrator will allocate the remainder to the Gross Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fees and Cost Award. The Administrator will pay the PAGA Counsel Fees and Cost Award using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees and Cost Award and holds Defendant harmless from any dispute or controversy regarding any division or sharing of any of these payments.

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1. Aggrieved Employee Data: Not later than 30 days after the Court issues the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.2. Funding of Gross Settlement Amount: Defendant shall fully fund the Gross Settlement Amount by transmitting Two Hundred and Twenty-Five Thousand and Zero Cents (\$225,000.00) to the Administrator no later than 14 days after the Effective Date.
- 4.3. Payments from the Gross Settlement Amount: Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment.
 - 4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator

must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.3.3. For any Aggrieved Employees whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to La Insituto Laboral de La Raza as a *cy pres* subject to the requirements of California Code of Civil Procedure section 384, subd. (b). Any fees or costs associated with depositing the uncashed checks with the *cy pres* shall be paid from the Gross Settlement Amount.

4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. **Plaintiff's Release:** Plaintiff and his respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all claims, actions, or causes of actions he has or may have against them. Plaintiff and his respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns also generally, release and discharge Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action, including, but not limited to, civil penalties pursuant to PAGA for or related to alleged violations Labor Code §§ 226 & 226.6 (Wage Statements); Labor Code §§ 510 & 1194 (Overtime); Labor Code § 226.7 (Rest Periods); Labor Code § 512 (Meal Periods); Labor Code §§ 204, 210, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 1670.5 (Pay All Hours Worked); Labor Code §§ 201-203 (Waiting Time); and injunctive relief as it relates to the claims listed above, declaratory relief as it relates to the claims listed above, liquidated damages, penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period ("Released PAGA Claims"). This release excludes the release of claims not permitted by law. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges

that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2. Release by Aggrieved Employees: Upon entry of judgment, all Aggrieved Employees will be bound by the judgment and are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action, including, but not limited to, civil penalties pursuant to PAGA for or related to alleged violations of Labor Code §§ 226, & 226.6 (Wage Statements); Labor Code §§ 510 & 1194 (Overtime); Labor Code § 226.7 (Rest Periods); Labor Code § 512 (Meal Periods); Labor Code §§ 204, 210, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 1670.5 (Pay All Hours Worked); Labor Code §§ 201-203 (Waiting Time); declaratory relief as it relates to the claims listed above, penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period ("Released PAGA Claims").

6. **MOTION FOR APPROVAL OF SETTLEMENT**. The Parties agree to jointly prepare and file a motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities: Plaintiff and PAGA Counsel will prepare all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(f)(2), including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)); and (iii) a fully executed copy of this Agreement (Labor Code section 2699, subd. (l)(2)).

6.2. Contemporaneous with seeking Court approval, the settlement documents will be sent by PAGA Counsel to the LWDA for review so that it has the opportunity to object to

all or part of the Settlement. However, Aggrieved Employees cannot opt-out of the Settlement.

- 6.3. Responsibilities of PAGA Counsel: PAGA Counsel shall be responsible for expeditiously finalizing and filing the motion after the full execution of this Agreement; obtaining a prompt hearing date for the motion; and for appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

Duty to Cooperate: If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant approval or conditions approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator: The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number: The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund: The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties: The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on a review of the records to date, Defendant estimates there are approximately 375 Aggrieved Employees who worked a total of approximately 15,427 PAGA Periods through August 2024. If the total number of PAGA Pay Periods encompassed within the PAGA Period exceeds 15,427 by more than 13% (i.e., if the total PAGA Pay Periods exceeds 17,432 pay periods), then at Defendant's option (1) the Gross Settlement Amount shall be increased in proportion to the percentage increase in the number of PAGA Pay Periods

encompassed in the PAGA Period in excess of 13% (e.g., if there was a 14% increase in PAGA Pay Periods, then Defendant would agree to increase the Gross Settlement Amount by 1%) or (2) the PAGA Period shall end on the date where the workweeks does not exceed 17,432.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. **ADDITIONAL PROVISIONS.**

- 10.1. **No Admission of Liability for Other Purposes:** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Approval or enter Judgment, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2. **Integrated Agreement:** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3. **Attorney Authorization:** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this

Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

- 10.14. Notice: All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party's respective counsel of record.

To Plaintiff:

D.Law, Inc.

Emil Davtyan

Emil@d.law

Roman Shkodnik

r.shkodnik@d.law

Emma Geesaman

e.geesaman@d.law

450 N. Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Fax: (818) 962-6469

David Yeremian & Associates

David Yeremian

david@yeremianlaw.com

450 N. Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Fax: (818) 962-6469

To Defendant:

McCormick Barstow LLP

Christina Cusimano

Christina.cusimano@mccormickbarstow.com

7647 North Fresno St.

Fresno, CA 93720

Telephone: (559) 433-1300

Fax: (559) 433-2300

- 10.15. Execution in Counterparts: This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.16. Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

Dated: 11/14/2024, 2024

Eduardo Velazquez

Signed by:

305C157BB7924CD...

Dated: _____, 2024

Carlucci Transport, Inc.

By: _____

Title: _____

Approved as to form and content:

Dated: November 14, 2024

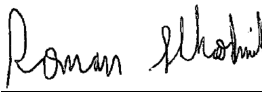
**DAVID YEREMIAN & ASSOCIATES,
INC.**



David Yeremian, Esq.
Roman Shkodnik, Esq.
Attorneys for Plaintiff Eduardo Velazquez

Dated: November 14, 2024

D.LAW, INC.



Roman Shkodnik, Esq.
Emma Geesaman, Esq.
Attorneys for Plaintiff Eduardo Velazquez

10.16. Stay of Litigation: The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement.

Dated: _____, 2024

Eduardo Velazquez

Dated: 11/14, 2024

Carlucci Transport, Inc.

Dominic Carlucci

By: Dr. [Signature]

Title: Owner

Approved as to form and content:

Dated: _____, 2024

**DAVID YEREMIAN & ASSOCIATES,
INC.**

David Yeremian, Esq.
Roman Shkodnik, Esq.
Attorneys for Plaintiff Eduardo Velazquez

Dated: _____, 2024

D.LAW, INC.

Roman Shkodnik, Esq.
Emma Geesaman, Esq.
Attorneys for Plaintiff Eduardo Velazquez

Dated: November 21, 2024

MCCORMICK BARSTOW LLP



Christina Cusimano
Attorneys for Defendant
Carlucci Transport, Inc.

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Velazquez v. Carlucci Transport dba Carlucci Transport Inc.
Superior Court of the State of California for the County of Fresno
Case No. 22CECG03945

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment from *Velazquez v. Carlucci Transport dba Carlucci Transport Inc.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit (“Settlement”) *Velazquez v. Carlucci Transport dba Carlucci Transport Inc.*, Fresno County Superior Court (“Court”), Case No. 22CECG03945. The Court has approved the Settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was filed by Plaintiff Eduardo Velazquez (“Plaintiff”) against Carlucci Transport dba Carlucci Transport Inc. (“Defendant”) (Plaintiff and Defendants collectively referred to as the “Parties”), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”), which permits aggrieved employees to sue their employers for Labor Code violations and seek civil penalties on behalf of the state. Plaintiff filed the lawsuit on behalf of himself, the State of California, and all individuals who were employed by Defendant as hourly, non-exempt employees in California at any time during the PAGA Period, which is the period from September 15, 2021, through November 15, 2024 (“PAGA Period”). The group of employees referenced above is called the “Aggrieved Employees,” and you have been identified as an Aggrieved Employee.

In this case, Plaintiff alleged that Defendants owed civil penalties under PAGA for certain California Labor Code (the “Labor Code”) violations, including (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Reimburse Necessary Business Expenditures Under Labor Code § 2802; (6) Violation of Labor Code §§ 226(a), 1174; and (7) Violation of Labor Code §§ 203, 204. Plaintiff alleged Defendant failed to pay at least minimum wages and overtime wages to Aggrieved Employees for all hours worked, including off-the-clock work, failed to timely pay all wages due to Aggrieved Employees during their employment and timely upon separation from employment, failed to provide Aggrieved Employees with legally compliant meal and rest periods, failed to reimburse business expenses incurred by Aggrieved Employees, failed to maintain Aggrieved Employees’ payroll records, and failed to issue accurately itemized wage statements to Aggrieved. Defendant denies

the allegations in the lawsuit, any failure to comply with the laws identified in the lawsuit, and any and all liability for the causes of action alleged.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

The Parties agreed to resolve the case, and as part of the Settlement, Defendant agreed to pay Two Hundred Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00), which is called the Gross Settlement Amount. From the Gross Settlement Amount, and as approved by the Court, Plaintiff's counsel ("PAGA Counsel") will receive a PAGA Counsel Fees Payment of \$75,000.00 for attorneys' fees and a PAGA Counsel Litigation Expenses Payment of \$8,126.87 for litigation costs incurred in prosecuting the lawsuit. In addition, and as approved by the Court, the Settlement Administrator will receive an Administration Expenses Payment of \$4,750.00 for its services in administering the settlement. The balance of the monies, called the Net Settlement Amount, in the amount of \$137,125.13, represents the "PAGA Penalties."

Under PAGA, the law requires that PAGA Penalties get divided between the California Labor and Workforce Development Agency (the "LWDA") and the Aggrieved Employees, with 75% going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, \$102,843.85 will be paid to the LWDA for its share of the PAGA Penalty payment, and \$34,281.28 will be paid to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report all Individual PAGA Payments on IRS 1099 Forms.

The settlement of this action does not constitute an admission by Defendants of any of the matters alleged in the case or an admission of liability. Defendant denies violating any laws or failing to pay any wages. Defendant contends it complied with all applicable laws.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of \$, represents your Individual PAGA Payment, which is based on the number of pay periods you worked during the PAGA Period. As an Aggrieved Employee, you are legally barred from asserting any of the claims released under the Settlement. This means that you, along with all Aggrieved Employees, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or the Released Parties based on the facts alleged in the case to have occurred during the PAGA Period and resolved by this Settlement. The release by Aggrieved Employees is as follows:

Release by Aggrieved Employees:

All Aggrieved Employees will be bound by the judgment and are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in

the Operative Complaint and the PAGA Notice and ascertained in the course of the Action, including, but not limited to, civil penalties pursuant to PAGA for or related to alleged violations of Labor Code §§ 226, & 226.6 (Wage Statements); Labor Code §§ 510 & 1194 (Overtime); Labor Code § 226.7 (Rest Periods); Labor Code § 512 (Meal Periods); Labor Code §§ 204, 210, 226.2, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 1670.5 (Pay All Hours Worked); Labor Code §§ 201-203 (Waiting Time); declaratory relief as it relates to the claims listed above, penalties recoverable pursuant to the claims listed above, interest, fees, costs, as well as all other claims and allegations alleged in the Action, throughout the PAGA Period (“Released PAGA Claims”).

“Released Parties” means: Defendant and all of its present and former parents, owners, subsidiaries, divisions, affiliated or related person or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors and assigns.

“Operative Complaint” means the First Amended Complaint filed by Plaintiff on May 5, 2023 in this lawsuit.

“PAGA Notice” means Plaintiff’s PAGA Notice letter to Defendant and the LWDA submitted on September 15, 2022 (LWDA Case No. LWDA-CM-908129-22), and Plaintiff’s Amended Letter to Defendant and the LWDA submitted on December 13, 2022 providing notice pursuant to Labor Code section 2699.3, subd. (a).

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. Aggrieved Employees have no right to object to this settlement, and they cannot opt out of this settlement. You will be bound by this release whether you cash your check or not.

QUESTIONS?

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter) or Plaintiff’s counsel, whose contact information is as follows:

Counsel for Plaintiff:

David Yeremian, Esq.
David Yeremian & Associates, Inc.
250 N. Madison Ave
Pasadena, CA 91101

Emil Davtyan, Esq.
Roman Shkodnik, Esq.
Enoch Kim, Esq.
Amanda Fazio, Esq.
Norayr Zakaryan
D.Law, Inc.

250 N. Madison Ave
Pasadena, CA 91101
Phone: (818) 962-6465

Very Truly Yours,
Phoenix Settlement Administrators
[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

EXHIBIT 2

THE LAW OFFICES OF

**DAVID YEREMIAN
& ASSOCIATES INC**

2540 FOOTHILL BLVD STE 201
LA CRESCENTA CA 91214

818 230 8380
818 230 0308 FAX

DAVID@YEREMIANLAW.COM

September 15, 2022

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>(copy by certified mail to the below listed Defendants)

Carlucci Transport dba Carlucci Transport Inc.

Martin Martin

Agent for Service of Process

26456 Ave 18 1/2

Madera, CA 93638

Certified Mail Tracking Number: 7019 2970 0000 5059 9470

Carlucci Transport dba Carlucci Transport Inc

1487 13th St.

Firebaugh, CA 93622

Certified Mail Tracking Number: 7019 2970 0000 5059 9463

Re: Labor Code § 2699 Penalties

Velazquez v. Carlucci Transport dba Carlucci Transport Inc.

Gentlepersons:

This office represents Plaintiff Eduardo Barajas Velazquez (“Plaintiff”) and other aggrieved employees (collectively “Aggrieved Employees”) for the violation of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 1670.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

Plaintiff wishes to bring a representative action on behalf of himself and the State of California against Defendants Carlucci Transport dba Carlucci Transport Inc., a California corporation, and DOES 1 through 50 inclusive (defendants being referred to herein collectively as “Defendants”).

Relevant Facts

Aggrieved Employees were employed by Defendants as non-exempt employees. Plaintiff is also informed and believes that there are other aggrieved employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Specifically,

Aggrieved Employees were forced to work “pre-shift” and “post-shift” without compensation by conducting pre-trip inspections, preparing trucks for trips, unloading trucks post-trip, performing other post trip duties such as completing reports. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Defendants also failed to pay Aggrieved Employees proper overtime wages. Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week including “pre-shift” and “post-shift”. However, Aggrieved Employees were not always paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Defendants had a common policy and/or practice of denying Aggrieved Employees proper meal periods. Specifically, employees were required to work through their meal periods which they were consistently denied. Also, what meal periods Aggrieved Employees did take, were consistently less than 30 minutes, and taken well after their fifth consecutive hour of work, all in violation of Labor Code and applicable Wage Orders. Similarly, Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders.

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, Aggrieved Employees were required to work through their periods which they were continuously denied. Moreover, Plaintiff and Aggrieved Employees were not paid for whatever rest breaks they were provided.

As a result, Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226, and Defendants failed to pay Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation.

Furthermore, Defendants also failed to pay Aggrieved Employees. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis and maintain proper employment records in accordance with California law.

Plaintiff and Aggrieved Employees complain of the following violations:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Specifically, Defendants failed to

pay Aggrieved Employees the minimum wage for all hours worked. Aggrieved Employees were forced to work “pre-shift” and “post-shift” without compensation by preparing trucks for trips, unloading trucks post-trip, and completing reports. Additionally, Defendant also had a common policy and/or practice of understating the hours worked by Aggrieved Employees. Thus, Aggrieved Employees were required to work hours without wages. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover penalties. Plaintiff and the Aggrieved Employees are entitled to recover the unpaid minimum wages, liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions.

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week including “pre-shift” and “post-shift” hours. However, Aggrieved Employees were not always paid overtime wages for hours worked in excess of 8 hours a day in violation of Labor Code § 510 and applicable Wage Orders. As discussed above Aggrieved Employees were required to work without compensation by preparing trucks for trips, unloading trucks post-trip, performing other post trip duties such as completing reports.

In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, and 1194 (and the relevant orders of the Industrial Welfare Commission). Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Meal-Period Liability Under Labor Code § 226.7

Defendants have regularly required Aggrieved Employees to work shifts in excess of five (5) hours and ten (10) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes for the first (5) hours and for the tenth hour as required under Labor Code §§ 226.7, 512, and applicable Wage Orders. Specifically, Aggrieved Employees were required to work through their meal periods which they were consistently denied. Also, what meal periods Aggrieved Employees did take, were consistently less than 30 minutes, and taken well after their fifth consecutive hour of work, all in violation of Labor Code and applicable Wage Orders. Similarly, Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders. Defendants also failed to pay Aggrieved Employees “premium pay,”

i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7, Aggrieved Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Rest-Break Liability Under Labor Code § 226.7

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive hours, as required under Labor Code § 226.7. Specifically, Aggrieved Employees were required to work through their periods which they were continuously denied. Moreover, Aggrieved Employees were not paid for whatever rest breaks they were provided. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided. Therefore, pursuant to Labor Code § 226.7, Employees in the Class are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for all hours worked as described above, unpaid wages, overtime, premium pay for deficiently provided rest breaks, and unlawfully received or collected wages, discussed above. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e), Plaintiff and Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e), Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation

in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226." To the extent that Labor Code § 226.3 applies, Plaintiff also seeks such penalties on behalf of himself and the other Aggrieved Employees.

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558.

Failure to Keep Records In Accordance With Labor Code § 1174

Section 1174 requires employers to keep records showing payroll records and the hours worked daily by and the wages paid to employees. Failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.*

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages due and owed to Aggrieved Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558.

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

We are constrained to move forward with the filing of this complaint, alleging the causes of action discussed herein, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Velazquez v. Carlucci Transport dba Carlucci Transport Inc.

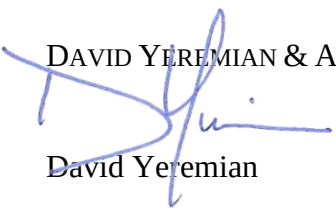
September 15, 2022

Page 6 of 6

Wherefore we request that you advise us, by certified mail within thirty (60) days of the postmark on this letter, whether you intend to proceed with these claims or whether Aggrieved Employees should include them as a § 2699 claim in an amended complaint.

Regards,

DAVID YEREMIAN & ASSOCIATES, INC.



David Yeremian

Cc: Above listed Defendants by Certified Mail

EXHIBIT 3

THE LAW OFFICES OF

**DAVID YEREMIAN
& ASSOCIATES INC**

2540 FOOTHILL BLVD STE 201
LA CRESCENTA CA 91214

818 230 8380
818 230 0308 FAX

DAVID@YEREMIANLAW.COM

December 13, 2022

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>(copy by certified mail to the below listed Defendants)

Carlucci Transport dba Carlucci Transport Inc.

Martin Martin

Agent for Service of Process

26456 Ave 18 1/2

Madera, CA 93638

Certified Mail Tracking Number: 7019 2970 0000 5059 6295

Carlucci Transport dba Carlucci Transport Inc

1487 13th St.

Firebaugh, CA 93622

Certified Mail Tracking Number: 7019 2970 0000 5059 6288

Re: Labor Code § 2699 Penalties

Velazquez v. Carlucci Transport dba Carlucci Transport Inc.

Gentlepersons:

This office represents Plaintiff Eduardo Barajas Velazquez (“Plaintiff”) and other aggrieved employees (collectively “Aggrieved Employees”) for the violation of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 1670.5, 2802, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

Plaintiff wishes to bring a representative action on behalf of himself and the State of California against Defendants Carlucci Transport dba Carlucci Transport Inc., a California corporation, and DOES 1 through 50 inclusive (defendants being referred to herein collectively as “Defendants”).

Relevant Facts

Aggrieved Employees were employed by Defendants as non-exempt employees. Plaintiff is also informed and believes that there are other aggrieved employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common

policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Specifically,

Aggrieved Employees were forced to work “pre-shift” and “post-shift” without compensation by conducting pre-trip inspections, preparing trucks for trips, unloading trucks post-trip, performing other post trip duties such as completing reports. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Defendants also failed to pay Aggrieved Employees proper overtime wages. Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week including “pre-shift” and “post-shift”. However, Aggrieved Employees were not always paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Defendants had a common policy and/or practice of denying Aggrieved Employees proper meal periods. Specifically, employees were required to work through their meal periods which they were consistently denied. Also, what meal periods Aggrieved Employees did take, were consistently less than 30 minutes, and taken well after their fifth consecutive hour of work, all in violation of Labor Code and applicable Wage Orders. Similarly, Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders.

Defendants had a common policy and practice of failing to reimburse Plaintiff and Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants’ employ. Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, cell phone usage, and purchase of a helmet, hammer, gloves, and safety goggles which were necessary to perform their duties under Defendants’ employ which was used throughout the course of Plaintiff and Aggrieved Employees’ duties under Defendants’ employ.

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, Aggrieved Employees were required to work through their periods which they were continuously denied. Moreover, Plaintiff and Aggrieved Employees were not paid for whatever rest breaks they were provided.

As a result, Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226, and Defendants failed to pay Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation.

Furthermore, Defendants also failed to pay Aggrieved Employees. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis and maintain proper employment records in accordance with California law.

Plaintiff and Aggrieved Employees complain of the following violations:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Specifically, Defendants failed to pay Aggrieved Employees the minimum wage for all hours worked. Aggrieved Employees were forced to work “pre-shift” and “post-shift” without compensation by preparing trucks for trips, unloading trucks post-trip, and completing reports. Additionally, Defendant also had a common policy and/or practice of understating the hours worked by Aggrieved Employees. Thus, Aggrieved Employees were required to work hours without wages. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover penalties. Plaintiff and the Aggrieved Employees are entitled to recover the unpaid minimum wages, liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions.

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week including “pre-shift” and “post-shift” hours. However, Aggrieved Employees were not always paid overtime wages for hours worked in excess of 8 hours a day in violation of Labor Code § 510 and applicable Wage Orders. As discussed above Aggrieved Employees were required to work without compensation by preparing trucks for trips, unloading trucks post-trip, performing other post trip duties such as completing reports.

In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, and 1194 (and the relevant orders of the Industrial Welfare Commission). Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

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Meal-Period Liability Under Labor Code § 226.7

Defendants have regularly required Aggrieved Employees to work shifts in excess of five (5) hours and ten (10) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes for the first (5) hours and for the tenth hour as required under Labor Code §§ 226.7, 512, and applicable Wage Orders. Specifically, Aggrieved Employees were required to work through their meal periods which they were consistently denied. Also, what meal periods Aggrieved Employees did take, were consistently less than 30 minutes, and taken well after their fifth consecutive hour of work, all in violation of Labor Code and applicable Wage Orders. Similarly, Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders. Defendants also failed to pay Aggrieved Employees “premium pay,” i.e. one hour of wages at each Aggrieved Employee’s effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7, Aggrieved Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Rest-Break Liability Under Labor Code § 226.7

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive hours, as required under Labor Code § 226.7. Specifically, Aggrieved Employees were required to work through their periods which they were continuously denied. Moreover, Aggrieved Employees were not paid for whatever rest breaks they were provided. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided. Therefore, pursuant to Labor Code § 226.7, Employees in the Class are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Plaintiff and Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants’ employ. Specifically, Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, cell phone usage, and purchase of a helmet, hammer, gloves, and safety goggles, which were necessary to perform their duties under Defendants’ employ which was used throughout the course of Plaintiff and Aggrieved Employees’ duties under Defendants’ employ in violation of Labor Code § 2802. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558.

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for all hours worked as described above, unpaid wages, overtime, premium pay for deficiently provided rest breaks, and unlawfully received or collected wages, discussed above. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e), Plaintiff and Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e), Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226." To the extent that Labor Code § 226.3 applies, Plaintiff also seeks such penalties on behalf of himself and the other Aggrieved Employees.

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558.

Failure to Keep Records In Accordance With Labor Code § 1174

Section 1174 requires employers to keep records showing payroll records and the hours worked daily by and the wages paid to employees. Failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper

employment records in accordance with Section 1174. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.*

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages fur and owed to Aggrieved Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558.

Unfair Competition Under Business and Professions Code § 17200, et seq.

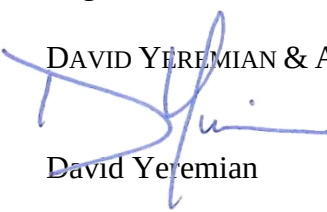
Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

We are constrained to move forward with the filing of this complaint, alleging the causes of action discussed herein, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Wherefore we request that you advise us, by certified mail within thirty (60) days of the postmark on this letter, whether you intend to proceed with these claims or whether Aggrieved Employees should include them as a § 2699 claim in an amended complaint.

Regards,

DAVID YEREMIAN & ASSOCIATES, INC.



David Yeremian

Cc: Above listed Defendants by Certified Mail

EXHIBIT 4



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) - Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) :

*

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Fresno Superior Court

Court Case Number *

22CECG03945

Hearing Date (if any)

June 5, 2025

Hearing Time

3:27 p.m.

Hearing Location

Fresno Superior Court – D

Number of aggrieved employees *

375

Gross settlement amount *

225,000.00

Gross penalty amount *

137,125.13

Penalties to LWDA *

102,843.85

Date of proposed settlement

*

11/21/2024

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf) *

 1 – Fully Exec...greement.pdf

Other Attachment (if any, must be .pdf)

 PAGA Approv...orandum.pdf

Other Attachment (if any, must be .pdf)

 PAGA Approv... Dec of EK.pdf[Remove](#)

Other Attachment (if any, must be .pdf)

 PAGA Approv...sed Order.pdf[Remove](#)

Other Attachment (if any, must be .pdf)

 PAGA Approv...Y (Barajas).pdf[Remove](#)[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone

numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

[Previous Page](#)[Submit](#)

Tuesday, May 13, 2025 at 17:17:28 Pacific Daylight Time

Subject: Thank you for your Proposed Settlement Submission
Date: Tuesday, May 13, 2025 at 5:16:51 PM Pacific Daylight Time
From: DIR PAGA Unit
To: Evelyn Goode

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

05/13/2025 05:16:06 PM

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 5

Velazquez v. Carlucci Transport dba Carlucci Transport, Inc.

Litigation Costs

Service Date	Details	Provider	Amount
9/15/2022	LWDA Letter	LWDA	\$75.00
12/13/2022	Summons & Complaint	Proceed	\$466.53
12/20/2022	Process of Service - Summons & Complaint	Proceed	\$179.57
12/29/2022	POS of Summons (Defective)	Proceed	\$16.30
1/26/2023	Amended POS of Summons	Proceed	\$16.30
3/21/2023	Case Management Statement 4.25.23	Proceed	\$16.30
4/3/2023	Notice of Remote Appearance	Proceed	\$16.30
4/5/2023	Order RE Remote Appearance (Rejected)	Proceed	\$12.42
5/1/2023	Joint Stipulation & Proposed Order to File FAC	Proceed	\$36.82
5/11/2023	Notice of Entry of Order RE FAC & First Amended Complaint	Proceed	\$16.22
7/28/2023	JAMS Filing Fee	Jams, Inc.	\$400.00
9/20/2023	Notice of Association of New Counsel & Change of Address	Proceed	\$17.10
10/3/2023	Joint Stip & P[O]; Cont. Mandat Settlement Conf (Rejected)	Proceed	\$13.39
10/11/2023	Joint Stipulation & Proposed Order to Cont MSC; TRC & Trial	Proceed	\$79.05
12/20/2023	Notice of Unavailability	Proceed	\$17.10
2/1/2024	Evidentiary Objections to Decl & Opposition to MTCA	Proceed	\$15.04
2/1/2024	Postage for Evidentiary Objections to Decl C. Tillman	Proceed	\$30.52
2/9/2024	Evidentiary Objections to Declaration of Martin	Proceed	\$15.04
2/9/2024	Notice of Remote Appearance & Proposed Order	Proceed	\$15.04
3/6/2024	Resp Brief to Reply RE Opp to MTCA.; Evid Objection to Decl	Proceed	\$15.04
3/14/2024	Notice of Remote Appearance & Proposed Order (Rejected)	Proceed	\$11.33
5/7/2024	Joint Stip & Prop Order to Cont. MSC; TRC & Trial	Proceed	\$76.99
8/14/2024	Belair West Notice Fee	Apex Class Action Llc	\$205.92
8/20/2024	Notice of Disassociation of RP	Proceed	\$15.04
9/25/2024	Notice of Change of Address	Proceed	\$15.97
10/16/2024	Mediation Fee	Judicate West	\$4,775.00
10/24/2024	Expert Mediation Analysis Fee	Berger Consulting Group	\$1,395.00
12/27/2024	Notice of Unavailability	Proceed	\$15.97
2/25/2025	(Rejected) Stipulation & [Proposed] Order, POS	Proceed	\$11.33
3/4/2025	Stipulation & [Proposed] Order, POS	Proceed	\$37.29
4/11/2025	Association of Counsel	Proceed	\$16.69
5/16/2025	Notice of Motion and Motion to Approve PAGA Settlement	Proceed	\$79.63
6/3/2025	Case Management Statement	Proceed	\$17.53
6/3/2025	Joint Status Report	Proceed	\$17.53
6/3/2025	Notice of Errata	Proceed	\$17.53
6/10/2025	Order Regarding Remote Appearance	Proceed	\$17.53
9/30/2025	Case Management Statement	Proceed	\$17.53
10/13/2025	Notice Regarding Remote Appearance	Proceed	\$17.53
12/23/2025	Association of Attorney	Proceed	\$17.53
12/24/2025	Notice Regarding Remote Appearance	Proceed	\$17.53
12/30/2025	Case Management Statement	Proceed	\$17.53
3/25/2026	Notice of Address, Status Report, Notice of Change of Attorney	Proceed	\$175.96
4/6/2026	Notice of Remote Appearance	Proceed	\$15.01
6/17/2026	Association of Counsel	Proceed	\$15.01
FUTURE	Motion for PAGA Approval	Rapid Legal	\$79.63
FUTURE	Notice of Entry of Judgment	Rapid Legal	\$15.01

Total \$ 8,583.63

EXHIBIT 6

Row Labels	Sum of Billable Time
Roman Shkodnik	55.3
Norayr Zakaryan	52.8
Robert Payaslyan	42.6
Emma Geesaman	34.4
Enoch Kim	29.3
Antonia Bliznets	12.5
Bradford Smith	10.2
Amanda Fazio	2.1
Mason Doidge	0.2
Grand Total	239.4

Attorney	Total Time	Rate	Total Billable Amount
Roman Shkodnik	55.3	\$ 700.00	\$ 38,710.00
Norayr Zakaryan	52.8	\$ 400.00	\$ 21,120.00
Robert Payaslyan	42.6	\$ 400.00	\$ 17,040.00
Emma Geesaman	34.4	\$ 425.00	\$ 14,620.00
Enoch Kim	29.3	\$ 750.00	\$ 21,975.00
Antonia Bliznets	12.5	\$ 475.00	\$ 5,937.50
Bradford Smith	10.2	\$ 475.00	\$ 4,845.00
Amanda Fazio	2.1	\$ 475.00	\$ 997.50
Mason Doidge	0.2	\$ 425.00	\$ 85.00
Total	239.4		\$ 125,330.00

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
Velazquez v. Carlucci Transport	8/15/2022	3	Roman Shkodnik	Review client documents; draft complaint
Velazquez v. Carlucci Transport	8/19/2022	3.1	Roman Shkodnik	Draft complaint; draft LWDA letter.
Velazquez v. Carlucci Transport	8/29/2022	2.2	Roman Shkodnik	Revise complaint and LWDA letter.
Velazquez v. Carlucci Transport	8/30/2022	1	Roman Shkodnik	Prepare complaint and related documents.
Velazquez v. Carlucci Transport	9/8/2022	1.5	Roman Shkodnik	Conference with client; revise complaint and related documents.
Velazquez v. Carlucci Transport	9/9/2022	1	Roman Shkodnik	Work on complaint and LWDA letter.
Velazquez v. Carlucci Transport	9/14/2022	1	Roman Shkodnik	Conference with client, finalize LWDA letter.
Velazquez v. Carlucci Transport	11/23/2022	3	Roman Shkodnik	Finalize complaint and related documents; confer with staff re filing.
Velazquez v. Carlucci Transport	4/4/2023	3	Roman Shkodnik	review cases, prepare tolling agreement, and prepare stipulation
Velazquez v. Carlucci Transport	4/5/2023	1.5	Roman Shkodnik	attend CMC
Velazquez v. Carlucci Transport	4/11/2023	2	Roman Shkodnik	prepare motion for leave to file an amended complaint
Velazquez v. Carlucci Transport	4/14/2023	0.5	Roman Shkodnik	talk to OC
Velazquez v. Carlucci Transport	4/20/2023	2	Roman Shkodnik	prepare motion for leave to amend complaint
Velazquez v. Carlucci Transport	7/6/2023	3	Roman Shkodnik	prepare discovery and PMK depo notice
Velazquez v. Carlucci Transport	7/19/2023	1.5	Roman Shkodnik	prepare for arbitration demand
Velazquez v. Carlucci Transport	7/21/2023	1	Roman Shkodnik	review initiation to arbitrate
Velazquez v. Carlucci Transport	9/15/2023	1	Roman Shkodnik	prepare stipulation to continue trial
Velazquez v. Carlucci Transport	9/15/2023	0.5	Emma Geesaman	drafting stipulation to continue trial
Velazquez v. Carlucci Transport	9/18/2023	0.8	Emma Geesaman	finished drafting stipulation to continue trial
Velazquez v. Carlucci Transport	9/22/2023	0.5	Roman Shkodnik	talk to OC
Velazquez v. Carlucci Transport	9/22/2023	1.5	Roman Shkodnik	talk to client and OC's letter
Velazquez v. Carlucci Transport	9/26/2023	2.5	Roman Shkodnik	research for motion to lift arbitration order
Velazquez v. Carlucci Transport	11/8/2023	0.1	Emma Geesaman	looking through file for notice of related cases and references to other cases filed against defendants
Velazquez v. Carlucci Transport	12/5/2023	0.1	Robert Payaslyan	review of case for procedural posture: picking arbitrator
Velazquez v. Carlucci Transport	12/7/2023	1.7	Amanda Fazio	researching potential arbitrators
Velazquez v. Carlucci Transport	1/3/2024	0.3	Robert Payaslyan	review of arb agreement: PAGA waiver = wholesale. No indiv. PAGA
Velazquez v. Carlucci Transport	1/29/2024	4	Robert Payaslyan	Opposition to MTCarb
Velazquez v. Carlucci Transport	1/30/2024	4	Robert Payaslyan	Opposition to MTCarb
Velazquez v. Carlucci Transport	1/31/2024	3	Roman Shkodnik	review opposition to compel arb
Velazquez v. Carlucci Transport	2/8/2024	0.5	Roman Shkodnik	review defendant's reply
Velazquez v. Carlucci Transport	2/8/2024	1.4	Robert Payaslyan	review of D's reply and suppl. decl. Objections to decl.
Velazquez v. Carlucci Transport	2/9/2024	1	Roman Shkodnik	review reply
Velazquez v. Carlucci Transport	2/14/2024	0.3	Robert Payaslyan	review and discussion re: tentative ruling on MTCarb
Velazquez v. Carlucci Transport	2/15/2024	0.2	Robert Payaslyan	emails to OPC and called clerk re: whether hearing off calendar.
Velazquez v. Carlucci Transport	3/4/2024	1.3	Robert Payaslyan	research + outline for suppl. briefing
Velazquez v. Carlucci Transport	3/5/2024	2.6	Robert Payaslyan	drafted responsive briefing and sent to RS
Velazquez v. Carlucci Transport	3/5/2024	4.2	Robert Payaslyan	research + outlining for suppl. briefing
Velazquez v. Carlucci Transport	3/6/2024	2	Roman Shkodnik	review supplemental brief
Velazquez v. Carlucci Transport	3/6/2024	1.5	Robert Payaslyan	final revisions to responsive briefing requested by Court. draft supplemental objections to decl. of Martin Martin. Discuss w RS and task NB to file/serve
Velazquez v. Carlucci Transport	3/19/2024	0.5	Robert Payaslyan	read tentative and discuss w RS
Velazquez v. Carlucci Transport	3/20/2024	0.7	Robert Payaslyan	hearing on MTCarb
Velazquez v. Carlucci Transport	3/20/2024	2.1	Robert Payaslyan	prep for oral argument at hearing
Velazquez v. Carlucci Transport	3/22/2024	0.2	Robert Payaslyan	check for tentative (2x)
Velazquez v. Carlucci Transport	3/29/2024	4.4	Robert Payaslyan	Draft/revise motions to compel discovery
Velazquez v. Carlucci Transport	3/31/2024	1.3	Robert Payaslyan	research re Def. ability to bring second motion to compel arbitration
Velazquez v. Carlucci Transport	4/2/2024	1	Robert Payaslyan	prep for call and call with OPC, discussion with RS, emails to OPC
Velazquez v. Carlucci Transport	4/8/2024	0.4	Robert Payaslyan	review of files for facial violations, emails w OPC
Velazquez v. Carlucci Transport	4/9/2024	1	Robert Payaslyan	review files for facial violations
Velazquez v. Carlucci Transport	4/15/2024	0.1	Robert Payaslyan	follow up with OPC re: scheduling meet and confer. Need PAGA size to propose mediators.
Velazquez v. Carlucci Transport	4/18/2024	0.2	Robert Payaslyan	reply to JAMS email
Velazquez v. Carlucci Transport	4/19/2024	0.4	Robert Payaslyan	email to OPC re: final attempt at meeting and conferring
Velazquez v. Carlucci Transport	4/22/2024	0.2	Robert Payaslyan	access CELA to research proposed arbitrators
Velazquez v. Carlucci Transport	4/22/2024	0.5	Robert Payaslyan	discussions w RS + DY re: status and next steps
Velazquez v. Carlucci Transport	4/22/2024	0.3	Robert Payaslyan	call with OPC (see notes)
Velazquez v. Carlucci Transport	4/22/2024	1.5	Robert Payaslyan	review files for violations
Velazquez v. Carlucci Transport	4/22/2024	0.2	Robert Payaslyan	discussion w/ RS re: status + next steps
Velazquez v. Carlucci Transport	4/22/2024	0.3	Robert Payaslyan	emails w OPC re: scheduling M&C
Velazquez v. Carlucci Transport	4/23/2024	0.1	Robert Payaslyan	Email OPC re: M&C
Velazquez v. Carlucci Transport	4/23/2024	0.5	Robert Payaslyan	draft reply to OPC discuss with RS and DY
Velazquez v. Carlucci Transport	4/24/2024	0.2	Robert Payaslyan	emails (schedule M&C)
Velazquez v. Carlucci Transport	4/29/2024	0.4	Robert Payaslyan	finalize stip. P.O. and tolling agreement. Email OPC
Velazquez v. Carlucci Transport	4/29/2024	1.1	Robert Payaslyan	draft tolling agreement and stip + proposed order to continue PAGA trial dates
Velazquez v. Carlucci Transport	4/29/2024	0.2	Robert Payaslyan	Call w OPC (see notes)
Velazquez v. Carlucci Transport	4/29/2024	0.1	Robert Payaslyan	prep for call w OPC
Velazquez v. Carlucci Transport	4/29/2024	0.1	Robert Payaslyan	discussions w RS
Velazquez v. Carlucci Transport	5/6/2024	0.2	Robert Payaslyan	signed and sent tolling agreement to OPC
Velazquez v. Carlucci Transport	5/8/2024	0.2	Robert Payaslyan	Internal discussions re: mediators
Velazquez v. Carlucci Transport	5/14/2024	1.3	Robert Payaslyan	draft mediation production requests and terms
Velazquez v. Carlucci Transport	5/14/2024	0.3	Robert Payaslyan	follow up with DY, email to OPC re: mediators
Velazquez v. Carlucci Transport	5/15/2024	0.2	Robert Payaslyan	Describe mediation requests to RS
Velazquez v. Carlucci Transport	5/22/2024	0.2	Robert Payaslyan	emails with OPC re: mediators; update case log
Velazquez v. Carlucci Transport	5/23/2024	0.5	Robert Payaslyan	emails w OPC and update RS re: mediators
Velazquez v. Carlucci Transport	5/24/2024	0.5	Robert Payaslyan	emails and scheduling mediation
Velazquez v. Carlucci Transport	5/28/2024	1.3	Robert Payaslyan	prep for call and call with OPC re: pre-mediation production
Velazquez v. Carlucci Transport	8/13/2024	0.2	Mason Doidge	Drafted notice of disassociation, saved to dropbox.
Velazquez v. Carlucci Transport	8/19/2024	0.3	Amanda Fazio	Briefly reviewing documents produced
Velazquez v. Carlucci Transport	8/19/2024	0.1	Emma Geesaman	reading email from OC regarding production of docs for mediation
Velazquez v. Carlucci Transport	8/20/2024	0.1	Emma Geesaman	reading through emails re: withdraw of arbitration demand
Velazquez v. Carlucci Transport	9/17/2024	0.3	Emma Geesaman	adding case info to chart; adding hearings/deadlines to chart; reviewing notes on neos
Velazquez v. Carlucci Transport	10/10/2024	0.7	Emma Geesaman	drafting questionnaire for class members in advance of mediation; discussing with Evelyn; creating task for Evelyn to contact class members
Velazquez v. Carlucci Transport	10/10/2024	0.1	Emma Geesaman	discussing drafting questionnaire for calling class members in advance of mediation with roman
Velazquez v. Carlucci Transport	10/16/2024	0.6	Emma Geesaman	reviewing employee handbook and saving pages to use as exhibits in mediation brief

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
Velazquez v. Carlucci Transport	10/16/2024	0.6	Emma Geesaman	reviewing policy documents in client's personnel file for drafting mediation brief; emailing OC for English version of handbook
Velazquez v. Carlucci Transport	10/16/2024	2.1	Emma Geesaman	began drafting mediation brief
Velazquez v. Carlucci Transport	10/17/2024	0.5	Emma Geesaman	work on drafting mediation brief
Velazquez v. Carlucci Transport	10/17/2024	0.1	Emma Geesaman	discussing contacting class members and availability of someone who can reach out to Spanish only speakers. Natalia to ask Kat to help out tomorrow
Velazquez v. Carlucci Transport	10/17/2024	0.1	Emma Geesaman	checking in with Evelyn re: calling class members
Velazquez v. Carlucci Transport	10/17/2024	0.3	Emma Geesaman	drafting questions for client for mediation brief
Velazquez v. Carlucci Transport	10/21/2024	0.3	Emma Geesaman	editing exhibit documents to highlight policies, company requirements, and violations
Velazquez v. Carlucci Transport	10/21/2024	0.6	Emma Geesaman	adding detailed facts to the mediation brief gathered from call with client re: meal and rest breaks, pre- and post-shift work, and reimbursement issues
Velazquez v. Carlucci Transport	10/21/2024	0.3	Emma Geesaman	call with client; asked him about pre- and post-shift work and his meal and rest breaks; also asked about reimbursement issues; he will be available by phone call on date of mediation
Velazquez v. Carlucci Transport	10/21/2024	1.5	Emma Geesaman	research on IWC Wage order 9 and preemption of CA meal and rest break laws and OT laws by the Motor Carrier Safety Act; analyzing how this impacts strength of claims going into mediation
Velazquez v. Carlucci Transport	10/21/2024	1	Emma Geesaman	analyzing driver logs for meal and rest break violations and premium payments in advance of mediation
Velazquez v. Carlucci Transport	10/22/2024	0.1	Emma Geesaman	reviewing additional responses to questionnaire
Velazquez v. Carlucci Transport	10/22/2024	0.7	Emma Geesaman	reviewing aggrieved employee responses to questionnaires and adding additional facts to the mediation brief
Velazquez v. Carlucci Transport	10/22/2024	0.1	Emma Geesaman	discussing calling additional aggrieved employees with Kat and Evelyn before the end of today so the information gathered can be used in the mediation brief
Velazquez v. Carlucci Transport	10/23/2024	1	Roman Shkodnik	review mediation brief
Velazquez v. Carlucci Transport	10/23/2024	0.3	Emma Geesaman	reviewing and accepting Roman's edits to mediation brief; saving as pdf and combining with exhibits docs; adding footer and bates numbering; sending brief to mediator and supervising attorneys
Velazquez v. Carlucci Transport	10/23/2024	0.2	Emma Geesaman	reviewing questionnaire answers and adding to summary of questionnaires
Velazquez v. Carlucci Transport	10/23/2024	0.3	Emma Geesaman	***SEE NOTES FOR FULL TIME ENTRY*** discussing defendant's mediation brief with supervising attorney and their assertion of Motor Carrier Safety Act as preempting CA meal and rest breaks; adding footnote to brief addressing assertion; also discussing deci
Velazquez v. Carlucci Transport	10/23/2024	0.4	Emma Geesaman	research on federal regulations (specifically exception from 30-minute break per 8 hours driven for short-haul drivers) given Def.'s assertion of exemption from meal and rest breaks in mediation brief
Velazquez v. Carlucci Transport	10/23/2024	0.3	Emma Geesaman	reviewing Defendant's mediation brief
Velazquez v. Carlucci Transport	10/23/2024	1	Emma Geesaman	adding additional facts to mediation brief from questionnaires from end of day yesterday; proofreading brief; combining exhibits in to one document and adding exhibit tabs
Velazquez v. Carlucci Transport	10/23/2024	0.5	Emma Geesaman	reviewing additional questionnaires from end of day yesterday; summarizing and analyzing findings
Velazquez v. Carlucci Transport	10/24/2024	1	Roman Shkodnik	review mediation brief
Velazquez v. Carlucci Transport	10/24/2024	0.1	Emma Geesaman	reviewing aggrieved employee questionnaire and adding to summary of questionnaires
Velazquez v. Carlucci Transport	10/25/2024	0.1	Emma Geesaman	reviewing questionnaire from aggrieved employee; adding information to questionnaire summary for mediation
Velazquez v. Carlucci Transport	10/28/2024	8	Roman Shkodnik	attend mediation
Velazquez v. Carlucci Transport	10/28/2024	0.2	Emma Geesaman	call with client; told him about mediation and \$5,000 as PAGA representative service enhancement payment; he agreed to the \$5,000
Velazquez v. Carlucci Transport	10/28/2024	5.8	Emma Geesaman	attending mediation
Velazquez v. Carlucci Transport	10/28/2024	0.3	Emma Geesaman	discussing mediation strategy with supervising attorney
Velazquez v. Carlucci Transport	10/29/2024	2	Roman Shkodnik	review settlement
Velazquez v. Carlucci Transport	10/29/2024	1	Emma Geesaman	revising draft PAGA settlement agreement; drafting individual settlement agreement
Velazquez v. Carlucci Transport	10/31/2024	0.2	Emma Geesaman	sending requests for quotes to Apex, CPT, and Phoenix
Velazquez v. Carlucci Transport	10/31/2024	0.2	Emma Geesaman	emailing opposing counsel clean version of individual settlement agreement and draft PAGA Payment letter; let her know we will be getting quotes from administrators and inputting that info into the PAGA settlement agreement
Velazquez v. Carlucci Transport	10/31/2024	0.2	Emma Geesaman	drafting PAGA Payment letter
Velazquez v. Carlucci Transport	10/31/2024	0.3	Emma Geesaman	reviewing opposing counsel's revisions and comments in PAGA and individual settlement agreements; further revising SAs
Velazquez v. Carlucci Transport	11/1/2024	0.2	Emma Geesaman	revising PAGA settlement agreement to include administrator's info; emailed opposing counsel revisions and quotes from administrators for her review
Velazquez v. Carlucci Transport	11/8/2024	0.1	Emma Geesaman	emailing opposing counsel individual settlement agreement signed by client
Velazquez v. Carlucci Transport	11/8/2024	0.2	Emma Geesaman	call with client; went over individual settlement agreement and explained next steps
Velazquez v. Carlucci Transport	11/8/2024	0.1	Emma Geesaman	calling client to go over individual settlement agreement; said he would call me back
Velazquez v. Carlucci Transport	11/8/2024	0.1	Emma Geesaman	emailing client individual settlement agreement for his review
Velazquez v. Carlucci Transport	11/12/2024	0.2	Emma Geesaman	emailing opposing counsel back citing to email on Nov. 1 with draft PAGA settlement agreement for her review
Velazquez v. Carlucci Transport	11/14/2024	0.2	Emma Geesaman	downloading agreement signed by client; adding firm signatures; sending to opposing counsel
Velazquez v. Carlucci Transport	11/14/2024	0.2	Emma Geesaman	sending client PAGA settlement agreement and going over it with him
Velazquez v. Carlucci Transport	11/14/2024	0.1	Emma Geesaman	finalizing PAGA settlement agreement and emailing opposing counsel pdf copy for signatures
Velazquez v. Carlucci Transport	12/5/2024	0.2	Emma Geesaman	drafting notice of unavailability
Velazquez v. Carlucci Transport	1/14/2025	1.5	Emma Geesaman	began drafting notice of motion and motion for PAGA approval
Velazquez v. Carlucci Transport	1/14/2025	0.7	Emma Geesaman	Drafting proposed order and final judgment for PAGA approval motion
Velazquez v. Carlucci Transport	1/15/2025	3.5	Emma Geesaman	finished drafting motion for PAGA approval and declarations for motion (will need to go back and update costs once cost log is done)
Velazquez v. Carlucci Transport	1/23/2025	0.6	Emma Geesaman	finished drafting PAGA Approval motion
Velazquez v. Carlucci Transport	1/29/2025	0.1	Emma Geesaman	reviewing notice from court re: trial readiness hearing and jury trial; adding to case notes
Velazquez v. Carlucci Transport	2/4/2025	0.1	Emma Geesaman	responding to in firm message re status of settlement and whether an MOU was executed
Velazquez v. Carlucci Transport	2/14/2025	1	Roman Shkodnik	stipulation to vacate dates
Velazquez v. Carlucci Transport	2/14/2025	0.1	Emma Geesaman	emailing draft stip and proposed order to OC for their review
Velazquez v. Carlucci Transport	2/14/2025	1.1	Emma Geesaman	drafting stip. to vacate MSC, TRC, and trial and drafting proposed order
Velazquez v. Carlucci Transport	2/18/2025	0.1	Enoch Kim	Review email exchanges re joint stipulation to vacate MSC and trial.
Velazquez v. Carlucci Transport	2/20/2025	0.3	Norayr Zakaryan	reviewing the status of the case re: joint stip to vacate jury trial and related hearings
Velazquez v. Carlucci Transport	2/21/2025	0.1	Amanda Fazio	providing template of paga only complaint
Velazquez v. Carlucci Transport	3/5/2025	0.1	Emma Geesaman	reviewing court order vacating trial dates and setting settlement status conference; adding new dates to case notes
Velazquez v. Carlucci Transport	3/18/2025	0.2	Norayr Zakaryan	reviewing the case to report status to senior attorney
Velazquez v. Carlucci Transport	3/26/2025	0.2	Norayr Zakaryan	reviewing the case regarding upcoming approval motion filing

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
Velazquez v. Carlucci Transport	4/7/2025	0.1	Emma Geesaman	answering in firm question re CMOs or checklist for paga approval motion
Velazquez v. Carlucci Transport	4/7/2025	0.1	Norayr Zakaryan	confering with senior counsel regarding mediation analysis doc
Velazquez v. Carlucci Transport	4/7/2025	0.1	Norayr Zakaryan	confering with senior counsel regarding reserving hearing date for PAGA Approval motion
Velazquez v. Carlucci Transport	4/7/2025	3.5	Norayr Zakaryan	reviewing and revising PAGA approval motion drafts
Velazquez v. Carlucci Transport	4/7/2025	0.2	Norayr Zakaryan	prepared notice of association of counsel
Velazquez v. Carlucci Transport	4/7/2025	0.3	Norayr Zakaryan	researching the Court's local rules and trying to contact Court clerk regarding guidance/checklist for filing PAGA approval motions
Velazquez v. Carlucci Transport	4/7/2025	1.2	Norayr Zakaryan	reviewing long form and individual settlement agreements for the client to summarize the terms and estimated payment that the client can expect, and confering with the client via email
Velazquez v. Carlucci Transport	4/7/2025	0.1	Norayr Zakaryan	phone call with the client regarding status update
Velazquez v. Carlucci Transport	4/7/2025	0.3	Norayr Zakaryan	confering with legal team and checking the case status
Velazquez v. Carlucci Transport	4/8/2025	0.5	Norayr Zakaryan	confering with senior attorney on updating statute subsections on our motion papers
Velazquez v. Carlucci Transport	4/8/2025	2.8	Norayr Zakaryan	reviewing and revising PAGA approval motion docs
Velazquez v. Carlucci Transport	4/8/2025	3.6	Norayr Zakaryan	reviewing and revising approval motion docs
Velazquez v. Carlucci Transport	4/9/2025	1	Norayr Zakaryan	revising PAGA approval drafts - using new template, adjusting formatting
Velazquez v. Carlucci Transport	4/9/2025	0.3	Norayr Zakaryan	researching local rules, contacted department clerk, left a voicemail regarding PAGA motion filing (guidance/checklist)
Velazquez v. Carlucci Transport	4/9/2025	1	Norayr Zakaryan	reviewing and revising motion for PAGA settlement approval docs
Velazquez v. Carlucci Transport	4/9/2025	1.4	Norayr Zakaryan	reviewing and revising memorandum of points and authorities
Velazquez v. Carlucci Transport	4/10/2025	3.4	Norayr Zakaryan	revisiting and editing drafts based on new template
Velazquez v. Carlucci Transport	4/11/2025	0.6	Norayr Zakaryan	drafted notice of PAGA settlement
Velazquez v. Carlucci Transport	4/11/2025	0.5	Norayr Zakaryan	worked on PAGA motion approval drafts
Velazquez v. Carlucci Transport	4/11/2025	0.4	Norayr Zakaryan	reviewing long form, and confering with senior attorneys regarding long form agreement
Velazquez v. Carlucci Transport	4/11/2025	0.4	Norayr Zakaryan	reviewing long form, and confering with litigation team regarding long form agreement
Velazquez v. Carlucci Transport	4/11/2025	1	Norayr Zakaryan	preparing proposed order as part of PAGA approval motion
Velazquez v. Carlucci Transport	4/14/2025	0.1	Emma Geesaman	adding to case notes
Velazquez v. Carlucci Transport	4/22/2025	0.1	Emma Geesaman	adding checklist to case on neos
Velazquez v. Carlucci Transport	4/28/2025	0.6	Norayr Zakaryan	prepared caption page, researched local court rules and requested admin declaration for PAGA approval motion from the administrator
Velazquez v. Carlucci Transport	5/2/2025	0.1	Norayr Zakaryan	conferred with senior counsel regarding filing status of approval motion docs
Velazquez v. Carlucci Transport	5/9/2025	0.3	Enoch Kim	Review settlement agreement and draft PAGA approval motion.
Velazquez v. Carlucci Transport	5/12/2025	0.4	Norayr Zakaryan	conferred with senior counsel and opposing counsel; adjusted and circulated the approval motion drafts for OC's review
Velazquez v. Carlucci Transport	5/12/2025	0.4	Norayr Zakaryan	confering with senior attorneys regarding attorney hours spent on the case
Velazquez v. Carlucci Transport	5/12/2025	0.4	Norayr Zakaryan	prepared DY declaration
Velazquez v. Carlucci Transport	5/12/2025	0.3	Enoch Kim	Confer with NZ re revisions to PAGA approval motion and supporting documents and the need for additional information.
Velazquez v. Carlucci Transport	5/12/2025	0.5	Enoch Kim	Confer with litigation team re revisions to PAGA approval motion and supporting documents.
Velazquez v. Carlucci Transport	5/12/2025	7	Enoch Kim	Review and revise PAGA approval motion and supporting documents.
Velazquez v. Carlucci Transport	5/13/2025	1	Norayr Zakaryan	coordinating with the team to get the motion papers filed - revised the docs, conferred with senior counsel and legal team
Velazquez v. Carlucci Transport	5/13/2025	2.3	Norayr Zakaryan	revising and finalizing the approval motion docs, preparing them for filing
Velazquez v. Carlucci Transport	5/13/2025	1.6	Norayr Zakaryan	updated the table of contents on Memorandum of Authorities, and formatted approval docs for filing
Velazquez v. Carlucci Transport	5/13/2025	1.8	Enoch Kim	Confer with team re preparation and filing of PAGA approval motion.
Velazquez v. Carlucci Transport	5/13/2025	2.2	Enoch Kim	Review and revise PAGA approval motion and supporting documents and finalize for filing.
Velazquez v. Carlucci Transport	5/27/2025	0.1	Emma Geesaman	checking docket to see if CMC still on calendar
Velazquez v. Carlucci Transport	6/2/2025	1.4	Norayr Zakaryan	reviewed old motion drafts, prepared a notice of errata
Velazquez v. Carlucci Transport	6/2/2025	1.8	Norayr Zakaryan	***SEE NOTES FOR FULL TIME ENTRY*** conferred with legal team, OC, senior counsel via phone, emails, reviewed the court docket, and filed papers, revisited the filed documents for approval motion regarding the date of the hearing - prepared notice of remo
Velazquez v. Carlucci Transport	6/3/2025	1.1	Norayr Zakaryan	conferred with Senior counsel and opposing counsel, and drafted joint status report, and circulated for review
Velazquez v. Carlucci Transport	6/4/2025	0.3	Emma Geesaman	reviewing tentative ruling re: PAGA approval motion
Velazquez v. Carlucci Transport	6/4/2025	3.4	Norayr Zakaryan	went through the tentative ruling, had meetings with senior counsel regarding the tentative ruling and planning ahead of the hearing, conferred with opposing counsel via email regarding tentative ruling.
Velazquez v. Carlucci Transport	6/4/2025	0.5	Enoch Kim	Review court's order re PAGA approval motion and confer with NZ and DY re same.
Velazquez v. Carlucci Transport	6/5/2025	0.5	Norayr Zakaryan	drafted request for remote appearance and proposed order
Velazquez v. Carlucci Transport	6/5/2025	0.4	Norayr Zakaryan	checked the court docket - confering with opposing counsel regarding the motion hearing and tentative ruling via email
Velazquez v. Carlucci Transport	6/5/2025	0.6	Norayr Zakaryan	conferred with senior attorneys regarding following steps on the renewed motion
Velazquez v. Carlucci Transport	6/6/2025	2.2	Norayr Zakaryan	drafting renewed motion and motion for attorney's fees
Velazquez v. Carlucci Transport	6/6/2025	0.5	Norayr Zakaryan	conferred with opposing counsel and administrator, and senior counsel regarding minor changes to the PAGA notice
Velazquez v. Carlucci Transport	6/9/2025	1.5	Norayr Zakaryan	drafted attorney declaration ISO renewed motion
Velazquez v. Carlucci Transport	6/11/2025	3	Norayr Zakaryan	drafting approval motion papers
Velazquez v. Carlucci Transport	6/12/2025	0.2	Norayr Zakaryan	checked court docket, case status, conferred with legal team for calendaring the continued hearing
Velazquez v. Carlucci Transport	6/16/2025	0.1	Emma Geesaman	calendaring CMC and CMS deadline
Velazquez v. Carlucci Transport	7/14/2025	0.2	Norayr Zakaryan	worked on attorney's declaration regarding motion for attorneys' fees
Velazquez v. Carlucci Transport	7/14/2025	1.2	Norayr Zakaryan	drafting renewed approval motion docs
Velazquez v. Carlucci Transport	7/31/2025	0.2	Norayr Zakaryan	drafted a follow up with to client regarding phone call on case status
Velazquez v. Carlucci Transport	7/31/2025	0.5	Norayr Zakaryan	reviewing the case status, called the client regarding the status of the case
Velazquez v. Carlucci Transport	8/5/2025	0.2	Emma Geesaman	updating case notes
Velazquez v. Carlucci Transport	9/5/2025	0.1	Emma Geesaman	updating case notes
Velazquez v. Carlucci Transport	9/8/2025	1.3	Norayr Zakaryan	revising the renewed motion drafts
Velazquez v. Carlucci Transport	9/9/2025	1.4	Norayr Zakaryan	summarizing the tentative with comments to be addressed. Confering with senior counsel on how to proceed with renewed motion
Velazquez v. Carlucci Transport	9/29/2025	0.2	Norayr Zakaryan	revised the joint status report, coordinated with legal team for filing
Velazquez v. Carlucci Transport	9/29/2025	0.7	Norayr Zakaryan	drafted a joint status report
Velazquez v. Carlucci Transport	10/3/2025	0.1	Norayr Zakaryan	left client a voicemail
Velazquez v. Carlucci Transport	10/6/2025	0.2	Norayr Zakaryan	reviewed the case status, left a voicemail to client
Velazquez v. Carlucci Transport	10/8/2025	0.1	Emma Geesaman	recalendaring CMC and updating hearing chart
Velazquez v. Carlucci Transport	10/9/2025	0.1	Emma Geesaman	updating case notes

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
Velazquez v. Carlucci Transport	12/12/2025	0.2	Emma Geesaman	reviewing tentative; checking docket; messaging settlement team
Velazquez v. Carlucci Transport	1/8/2026	0.1	Emma Geesaman	calendarizing CMC and adding to case notes
Velazquez v. Carlucci Transport	1/28/2026	0.4	Antonia Bliznets	Call with co-counsel, and internal conf with JL re: the same
Velazquez v. Carlucci Transport	3/24/2026	0.6	Antonia Bliznets	Drafting joint cms
Velazquez v. Carlucci Transport	3/24/2026	0.3	Antonia Bliznets	Internal conf with EG re: case status and update to be provided to client
Velazquez v. Carlucci Transport	3/27/2026	1.5	Antonia Bliznets	Internal conf with JL re: template; reviewing sample Fresno PAGA motions with recent approvals
Velazquez v. Carlucci Transport	3/31/2026	2.1	Antonia Bliznets	Read email from JL re: template, review template and tentative orders
Velazquez v. Carlucci Transport	4/1/2026	4	Antonia Bliznets	Drafting renewed PAGA approval documents; notice, proposed order, counsel declaration, admin declaration cover page, plaintiff's declaration, and memorandum.
Velazquez v. Carlucci Transport	4/2/2026	0.1	Emma Geesaman	messages with settlement team re: case history
Velazquez v. Carlucci Transport	4/2/2026	1.3	Enoch Kim	Review and revise approval motion; confer with AB re same.
Velazquez v. Carlucci Transport	4/2/2026	2.5	Antonia Bliznets	Drafting counsel's declaration ISO PAGA Approval; internal conf re: the same with JL
Velazquez v. Carlucci Transport	4/3/2026	3.6	Enoch Kim	Review and revise PAGA approval motion documents; confer with AB re same.
Velazquez v. Carlucci Transport	4/9/2026	1.1	Antonia Bliznets	Preparing for and attending CMC hearing
Velazquez v. Carlucci Transport	4/10/2026	0.1	Emma Geesaman	reviewing minute order and hearing memo; adding motion hearing date to case notes and calendar
Velazquez v. Carlucci Transport	7/8/2026	0.7	Bradford Smith	Reviewed court's tentative ruling denying motion for paga approval
Velazquez v. Carlucci Transport	7/10/2026	0.1	Emma Geesaman	calendarizing 5 year rule deadline
Velazquez v. Carlucci Transport	7/15/2026	0.6	Bradford Smith	Revised renewed motion for paga approval
Velazquez v. Carlucci Transport	7/20/2026	1.7	Bradford Smith	Further revised renewed motion for paga approval
Velazquez v. Carlucci Transport	7/21/2026	0.5	Enoch Kim	Confer with BS re approval motion; review previously filed approval motion.
Velazquez v. Carlucci Transport	7/21/2026	1.7	Bradford Smith	Further revised PAGA approval motion
Velazquez v. Carlucci Transport	7/22/2026	0.2	Enoch Kim	Confer with BS re approval motion.
Velazquez v. Carlucci Transport	7/22/2026	2.3	Bradford Smith	Further revised PAGA approval motion and accompanying docs
Velazquez v. Carlucci Transport	7/23/2026	0.1	Emma Geesaman	messages with settlement team re: sample size
Velazquez v. Carlucci Transport	7/23/2026	5.4	Enoch Kim	Review and revise approval motion documents; confer with BS re same; draft correspondence to local counsel re approval motion.
Velazquez v. Carlucci Transport	7/23/2026	0.3	Bradford Smith	Revised declaration iso Fresno local hours
Velazquez v. Carlucci Transport	7/24/2026	5.6	Enoch Kim	Review and revise approval motion documents; confer with BS re same.
Velazquez v. Carlucci Transport	7/24/2026	2.1	Bradford Smith	Further revised renewed PAGA approval motion
Velazquez v. Carlucci Transport	7/27/2026	0.8	Bradford Smith	Further revised approval motion and documents

EXHIBIT 7