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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

Hon. Kristi Culver Kapetan

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION TO APPROVE THE PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT UNDER CALIFORNIA
LABOR CODE §§ 2698 et. seq.**

*[filed concurrently with Notice of Motion
and Motion to Approve PAGA Settlement;
Declaration of David Yeremian; Declaration
of Jodey Lawrence; and [Proposed] Order]*

Date: June 5, 2025

Time: 3:27 p.m.

Dept.: 502

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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 to approve the Parties' PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

PROCEDURAL HISTORY AND DISCOVERY EFFORTS

4. On September 15, 2022, Plaintiff Eduardo Velazquez filed a claim notice online with the California Labor & Workforce Development Agency (the “LWDA”) pursuant to Labor Code § 2699.3(a)(1) and gave notice to Defendant (“PAGA Notice”). A true and correct copy of the PAGA Notice is attached hereto as **Exhibit 2**. The PAGA Notice alleged that Defendant failed to pay minimum wages, failed to pay wages and overtime, failed to provide meal and rest breaks, failed to timely pay wages on a semimonthly basis, violated Labor Code §§ 226(a), violated Labor Code § 1174, violated Labor Code §§ 203 & 204, and violated Business and Professions Code § 17200, *et seq.* The LWDA did not respond to the PAGA Notice and did not notify Plaintiff or Defendant that it intended to investigate Plaintiff’s allegations.

5. On December 9, 2022, after 65 days from the mailing of the PAGA Notice to the LWDA, Plaintiff filed a Complaint against Defendant under PAGA alleging: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability

1 Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Violation of
2 Labor Code § 226(a), 1174; and (6) Violation of Labor Code §§ 203 and 204.

3 6. On December 13, 2022, Plaintiff submitted an amended PAGA Notice to the LWDA and
4 served Defendant. A true and correct copy of the amended PAGA Notice is attached hereto as
5 **Exhibit 3**. On May 5, 2023, Plaintiff filed a First Amended Complaint adding a seventh cause of
6 action for failure to reimburse necessary business expenditures under Labor Code § 2802
7 (“Operative Complaint”).

8 7. On August 15, 2023, Defendant filed its Motion to Compel Arbitration of Plaintiff’s
9 individual claims under PAGA based on an arbitration agreement signed by Plaintiff during his
10 employment with Defendant. On March 28, 2024, the Court adopted its tentative ruling denying
11 Defendant’s motion. Thereafter, the Parties agreed to mediate Plaintiff’s representative PAGA
12 action.

13 8. Before filing the lawsuit, my firm investigated and researched the facts and
14 circumstances underlying the pertinent issues and the law applicable thereto. This required
15 thorough discussions and interviews between our firm and Plaintiff, as well as preliminary research
16 into the various legal issues involved in the case. After conducting our initial investigation, we
17 determined that Plaintiff’s claims were well-suited for representative action adjudication owing to
18 what appeared to be a common course of conduct affecting a similarly situated group of employees.

19 9. After filing the lawsuit, my firm conducted a thorough investigation of the facts and
20 claims giving rise to the action, including: (1) conducting informal discovery, and meeting and
21 conferring with defense counsel about same; (2) reviewing and analyzing 20% sampling of time
22 and pay records from September 15, 2021 through August 19, 2024 as well as the employment
23 handbook from 2022, Plaintiff’s personnel files, relevant policies, including meal and rest break
24 policies, and policies related to the payment of wages; (3) researching the applicable law and
25 potential defenses; (4) constructing damage models based on interpretations of California law; and
26 (5) reviewing information provided by Defendant at the mediation. The information and data
27 exchanged by Plaintiff and Defendants prior to and during mediation and settlement negotiations
28 were sufficient to reliably assess the merits of the Parties’ respective positions, to compromise the

1 issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among
2 the Aggrieved Employees that took into consideration the strength of the PAGA claims.

3 10. Defendant vigorously contested liability and the amount of claimed damages.

4 11. After Plaintiff's Counsel analyzed the relevant documents and other gathered data,
5 Counsel believed that this case was appropriate for resolution via mediation. With the discovery in
6 hand, the Parties were able to engage in meaningful settlement discussions in an attempt to resolve
7 the claims in the Action.

8 **SETTLEMENT NEGOTIATIONS AND TERMS**

9 12. On October 28, 2024, the Parties mediated this case with Jeffery Owensby, Esq., a
10 respected and highly experienced mediator in wage and hour class and PAGA actions. During
11 mediation, the Parties discussed all aspects of further litigation, the claims, Defendant's defenses
12 and exchanged further information. The Parties recognized that the issues presented in the Action
13 are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that
14 further litigation will lead to inconvenience, distraction, disruption, delay and expense
15 disproportionate to the potential benefits of litigation. The Parties took into account the risk and
16 uncertainty of the outcome inherent in any litigation.

17 13. During mediation and after lengthy direct negotiations, the Parties agreed to settle the
18 lawsuit according to the terms set forth in the Settlement Agreement.

19 14. For purposes of the Settlement, Aggrieved Employees are defined as: all individuals
20 employed by Defendant as hourly, non-exempt employees in California at any time during the
21 PAGA Period from September 15, 2021 to November 15, 2024. In this case, there are
22 approximately 375 Aggrieved Employees.

23 15. The Settlement Agreement requires Defendant to pay a total sum of Two Hundred and
24 Twenty-Five Thousand Dollars and Zero Cents (\$225,000.00) (the "Gross Settlement Amount") in
25 exchange for a release of Plaintiff's Representative PAGA claims asserted in the Operative
26 Complaint and PAGA Notice. The Gross Settlement Amount will be allocated as follows, pending
27 Court approval:

28 a) Attorneys' fees in the amount of (\$75,000.00) ("PAGA Counsel Fees") (Exhibit

1, at § 3.2.3) and PAGA Counsel’s litigation costs incurred in this matter of Fifteen Thousand Dollars (\$8,126.87) (“PAGA Counsel Costs”) (Exhibit 1, at § 3.2.3);

- b) Administration costs of no more than \$4,750.00 to be paid to the Settlement Administrator (“Administration Expenses Payment”) for sending notices and for calculating settlement shares and preparing all checks and mailings (Exhibit 1, at § 3.2.1); and
- c) The remainder of the Gross Settlement Amount after deducting the above costs is approximately \$137,125.13 and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% (or \$102,843.85) paid to the LWDA (“LWDA PAGA Payment”) and 25% (or \$34,281.28) paid to the Aggrieved Employees (“Individual PAGA Payment”) on a pro-rata basis based on the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period (Exhibit 1 at §3.2.3).

16. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and PAGA Counsel’s own prior litigation experience, PAGA Counsel believes that the recovery for the State and Aggrieved Employees is fair and reasonable taking into consideration the amounts received in other PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each Aggrieved Employee’s claim to the settlement award he or she will receive. Further, and based on the settlement negotiations, which were extensive and conducted in good faith and at arm’s length between attorneys with substantial experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive settlement process in which the parties were forced to make significant compromises in the interest of reaching a full and complete settlement of the lawsuit.

THE STRENGTH OF PLAINTIFF’S CASE

IN LIGHT OF THE SETTLEMENT AMOUNT

17. Plaintiff alleges that Defendant violated various provisions of California law and seeks

1 civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.*

2 18. Under Labor Code § 2699, specifically, Plaintiff alleged that the Aggrieved Employees
3 were not paid for the time they spent conducting pre-trip inspections and preparing trucks for trips,
4 unloading trucks post-trip, and performing post-trip duties such as completing reports and getting
5 diesel fuel. Moreover, Plaintiff alleged that Aggrieved Employees were required to work during
6 their meal periods or had to take them after the fifth hour of work. Plaintiff also alleged Aggrieved
7 Employees were unable to take rest breaks timely or worked through their rest breaks.

8 19. Moreover, Plaintiff alleged Defendant failed to reimburse Plaintiff and Aggrieved
9 Employees for cellular usage and tools and protective gear, including a helmet, hammer, gloves,
10 and safety goggles, which were necessary in executing their duties under Defendant's employ, and
11 used in the course of performing their job duties for Defendant.

12 20. Plaintiff also contends that Defendant failed to provide their employees with accurate,
13 itemized wage statements, in writing, as required by California Labor Code § 226(a). Section 226(a)
14 requires an employer to furnish each of his or her employees with an accurate, itemized statement
15 in writing showing the gross and net earnings, total hours worked, and the corresponding number
16 of hours worked at each hourly rate. Labor Code § 226(a). These statements must be appended to
17 the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's
18 wages, or, if wages are paid by cash or personal check, these statements may be given to the
19 employee separately from the payment of wages. *Id.* In either case the employer must give the
20 employee these statements twice a month or each time wages are paid. *Id.* As a direct and proximate
21 cause of Defendant's alleged violation of Labor Code § 226(a), employees allegedly suffered
22 injuries, including not being paid their wages and overtime, confusion over whether they received
23 all wages owed to them, the difficulty and expense involved in reconstructing pay records, and
24 forcing them to make mathematical computations to analyze whether the wages paid in fact
25 compensated them for all hours worked. Specifically, the wage statements allegedly failed to
26 accurately account for unpaid wages and overtime due to the off the clock work and missed meal
27 and rest periods. In addition, the wage statements provided to Aggrieved Employees failed to
28 include the ending date for the pay period being paid. As a result, Defendant allegedly failed to

1 provide employees with accurate, itemized wage statements in writing, as required by the Labor
2 Code.

3 21. By allegedly failing to pay the Plaintiff and Aggrieved Employees their minimum
4 wages, overtime wages, all discussed above, Plaintiff and formerly employed Aggrieved
5 Employees would be due all wages at the time of termination or within seventy-two (72) hours of
6 resignation, as required under Labor Code § 203.

7 22. Other than a clerical error omitting pay period end date on less than 6% of the pay
8 periods at issue (which Defendant contends was corrected prior to Defendant having received
9 notice of any threatened claim), Defendant denied and continues to deny the claims made by
10 Plaintiff in this Action and contends it acted at all relevant times in conformance with the law.
11 Defendant contends Plaintiff and all putative Aggrieved Employees were paid for all hours
12 worked; Plaintiff's overtime and meal and rest period claims were preempted by the Motor
13 Carrier Safety Act; that Plaintiff and Aggrieved Employees were instructed to record all hours
14 worked and Defendant paid all hours recorded by Plaintiff and Aggrieved Employees; that
15 Defendant paid all wages due on a timely basis; and that neither Plaintiff nor any putative
16 Aggrieved Employee incurred reasonable business related expenses for which they were not
17 reimbursed as they were provided company phones and were not required to purchase any tools
18 or protective gear. As a result of Defendant's arguments, Plaintiff's Counsel had to apply
19 appropriate discounts in light of the facts and law as discussed above.

20 **PAGA Penalties**

21 23. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to
22 obtain civil penalties on behalf of himself and other aggrieved employees for Defendant's
23 violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil
24 penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties
25 are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100)
26 for each aggrieved employee per pay period for the initial violation and two hundred dollars
27 (\$200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to
28 Labor Code § 2699(i), seventy-five (75) percent of the penalties recovered must be allocated to

1 the Labor and Workforce Development Agency (LWDA), with the remaining twenty-five (25)
2 percent allocated to the affected employees. However, under *Amaral v. Cintas*, 163 Cal. App. 4th
3 1157, 1207-09 (2008) the Court held that a lower penalty amount of \$100 per violation applies in
4 the absence of a determination that a violation actually occurred.

5 24. Based on the foregoing facts and law, PAGA Counsel estimated Defendant's maximum
6 total exposure on the PAGA claim at approximately \$1,542,700. The provisions of the Labor
7 Code potentially triggering PAGA penalties in this case include but are not limited to Labor Code
8 §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
9 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802. Specifically, the total exposure on
10 the PAGA claim was calculated by multiplying the total number of pay periods (15,427) by \$100
11 per violation. Plaintiff's calculation of the total exposure on the PAGA claim is for one PAGA
12 penalty per pay period (*i.e.*, Plaintiff did not stack the penalties in their calculation). Plaintiff's
13 claims giving rise to the penalties include the following: (1) failure to pay minimum wages, (2)
14 failed to pay wages and overtime, (3) meal-period liability under Labor Code § 226.7; (4) rest-
15 break liability under Labor Code § 226.7; (5) failure to reimburse necessary expenditures under
16 Labor Code § 2802; (6) violation of Labor Code § 226(a) and 1174; and (7) violation of Labor
17 Code §§ 203 and 204.

18 25. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
19 violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v.*
20 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
21 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation
22 of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,
23 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
24 ("There is no authority that "would permit double recovery of essentially the same penalties.")

25 26. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that
26 "a court may award a lesser amount than the maximum civil penalty amount specified by this part
27 if, based on the facts and circumstances of the particular case, to do otherwise would result in an
28 award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v. Bayshore* (2012)

1 203 Cal. App. 4th 1112 (*substantially* reducing PAGA penalties by 30% under this provision)
2 (emphasis added); *see also Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018)
3 (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally
4 starting minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case
5 No. No. BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial*
6 (2012), LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v.*
7 *Covidien, Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8
8 million to \$375,000).). Defendant maintains that it would be unjust to award maximum PAGA
9 penalties and that stacking of penalties was not appropriate. In departing from the \$100/pay
10 period calculation to arrive at the \$225,000.00 Gross Settlement Amount in this case, Plaintiff
11 considered what the realistic potential exposure could be and why the Court may reduce any
12 eventual recovery at its discretion, including Defendant's defenses to the claims and the potential
13 manageability issues with PAGA claims at trial. Based on those considerations, Plaintiff applied a
14 discount of 80% to the maximum potential exposure (which equates to \$20 penalty per pay
15 period) to get a realistic potential exposure of \$308,540.00 (15,427 pay periods x \$20 penalty per
16 pay period).

17 27. The Gross Settlement Amount of \$225,000.00 is approximately 73% of the realistic
18 potential exposure of \$308,540.00. PAGA Counsel submits that this is an excellent result for the
19 State and Aggrieved Employees in light of the strengths and weaknesses of the case and the risks
20 and delays posed by further litigation.

21 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

22 28. Under the Settlement, the PAGA Counsel requests, without opposition from
23 Defendant, (1) an award of attorney's fees of \$75,000.00 and (2) reimbursement of reasonable
24 costs of \$8,126.87. A true and correct copy of PAGA Counsel's cost log is attached hereto as
25 **Exhibit 4.**

26 29. PAGA Counsel respectfully requests an order approving its attorneys' fees and costs
27 pursuant to the Settlement Agreement.

28 30. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the

1 substantial work they have put into this case and, moreover, the risk they assumed by taking it in
2 the first place. The attorneys' fees award is intended to reimburse Counsel for all uncompensated
3 work that they have already done and for all the work they will continue to do in carrying out and
4 overseeing the notification to the Aggrieved Employees, communicating with Aggrieved
5 Employees regarding their claims, and assisting in the administration of the settlement if it is
6 approved.

7 31. My firm took this case on a contingent-fee basis against a business represented by a
8 reputable defense firm. When we take contingent cases, we must pay careful attention to the
9 economics involved or one bad case can destroy years of work. Accordingly, when we take
10 contingency cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal
11 hourly rate; otherwise, the risk is often too great to bear. Even when we work long hours, the
12 number of hours in a day is limited. Because of this, when we take on one particular matter, we
13 have less time to devote to other matters.

14 32. Contingent-fee cases present the very real risk of working hundreds if not thousands of
15 hours that may never be entirely compensated. Moreover, while the case is being litigated,
16 counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases
17 pay the out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-
18 awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is
19 nothing more than a potential that never materializes. First, you must win the case to get a court-
20 awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost.
21 Second, there are always the pitfalls and unforeseen obstacles that arise along the way, such as
22 settlement offers that the client may accept without ensuring that we receive a reasonable fee or
23 changes in the law that substantially affect the merits of the case, or other uncertainties involving
24 the client. Finally, there is the great risk inherent in advancing tens if not hundreds of thousands
25 of dollars in out-of-pocket expenses. If that money were to be invested in some sort of financial
26 investment, one would expect a reasonable rate of return on that investment. Here, however, the
27 best we can hope to recover is our money, and then only if we are substantially successful; if we
28 are not, all or part of this "investment" can be lost.

1 33. PAGA Counsel is well acquainted with the contingent-fee market throughout
2 California, particularly as it pertains to PAGA and class-action litigation. PAGA Counsel has
3 negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
4 representatives in class-action and PAGA suits. Many of those agreements required that counsel
5 receive a fee under certain scenarios that exceeds one-third of the recovery. PAGA Counsel's
6 recent attorneys' fees awards in similar wage-and-hour class and PAGA actions have been 35%
7 of the recovery.

8 34. PAGA counsel in contingency-fee cases typically receive attorneys' fees equal to or
9 greater than one-third of the gross settlement amount. *See Crandall v. U-Haul* (Los Angeles
10 County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney
11 fee request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County
12 Super. Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in
13 the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Super. Ct.,
14 November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et*
15 *al.*, Alameda County Super. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in
16 *Elliott v. Clothestime* (Orange County Super. Ct., Case No. 01-CC00333) the Honorable Jonathan
17 Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the
18 class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359
19 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the
20 Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiffs' counsel in wage-and-hour
21 class actions that had not proceeded to the class-certification stage.

22 35. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting
23 the initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time
24 and pay records, employment handbooks, Plaintiff's personnel file, relevant policies, including
25 meal and rest break policies and policies related to the payment of wages, researched the
26 applicable law and potential defenses, constructed damage models based on interpretations of
27 California law, reviewed information provided by Defendant at the mediation, engaged in meet
28 and confer efforts with Defendant, and ultimately drafted and revised the settlement agreement.

1 PAGA Counsel conservatively estimates that it invested over 172.7 hours of attorney time in this
2 matter. Attorney Roman Shkodnik's current billing rate is \$700.00 (12 years out of law school,
3 Laffey Matrix rate of \$948.00), and he spent approximately 55.30 hours in this matter with a
4 lodestar amount of \$38,710.00. Attorney Enoch J. Kim's current billing rate is \$750.00 (16 years
5 out of law school, Laffey Matrix rate of \$948.00), and he spent approximately 10.60 hours in this
6 matter with a lodestar amount of \$7,950.00. Attorney Robert Payaslyan's billing rate was \$400.00
7 at the time of being employed at D.Law and he spent approximately 42.6 hours in this matter with
8 a lodestar amount of \$17,040.00. Attorney Emma Geesaman's current billing rate is \$425.00 (1
9 year out of law school, Laffey Matrix rate of \$473.00), and she spent approximately 32.70 hours
10 in this matter, with a lodestar amount of \$13,897.50. Attorney Norayr Zakaryan's current billing
11 rate is \$400.00 (11 months out of law school, Laffey Matrix rate of \$473.00), and he spent
12 approximately 29.20 hours in this matter with a lodestar amount of \$11,680.00. Attorney Amanda
13 Fazio's current billing rate is \$475.00 (2 years out of law school, Laffey Matrix rate of \$473.00),
14 and she spent approximately 2.10 hours in this matter with a lodestar amount of \$997.50.
15 Attorney Mason Doidge's current billing rate is \$425.00 (1 year out of law school, Laffey Matrix
16 rate of \$473.00), and he spent approximately 0.2 hours in this matter with a lodestar amount of
17 \$85.00. The total lodestar for PAGA Counsel is \$90,360.00, above the fee request of \$75,000.00
18 and requires no **multiplier**. A true and correct copy of PAGA Counsel's entry of attorney-hours
19 spent for each task is attached hereto as **Exhibit 5**.

20 36. In light of the foregoing, the fee request in an amount equal to \$75,000.00 of the
21 settlement in this case is well within the bounds that have been established by the above-cited
22 authority. Defendant has no objection to an award of fees in the amount requested.

23 **EXPERIENCE AND VIEWS OF COUNSEL**

24 37. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases,
25 including class actions and PAGA actions on behalf of employees and others who have had their
26 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
27 counsel of record in numerous wage and hour and employment class action and PAGA action
28 cases pending in both state and federal court.

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

5 39. D.Law has litigated and successfully resolved many wage and hour class action cases
6 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La
7 Rosa v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787),
8 Harvey v. Bed Bath & Beyond of California Limited Liability Company (Superior Court of
9 California in Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of
10 California in Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in
11 Fresno, 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-
12 cv-01084-L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los
13 Angeles, BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles,
14 BC 632 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
15 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in
16 Los Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior
17 Court of California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc.
18 (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v.
19 Victor Valley Global et al. (Superior Court of California in San Bernardino, CIVDS1709289),
20 Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los
21 Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in
22 Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-
23 cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-
24 cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-
25 02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-
26 RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los Angeles,
27 BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of
28 California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area

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

26 40. I am Senior Counsel at D.Law where I manage the class action and PAGA settlement
27 department. I was admitted to the California Bar in December 2008. I received my J.D. from
28 Pepperdine University School of Law and B.S. from University of Southern California. Since

1 graduating from law school, I have dedicated virtually my entire career on the practice of
2 employment law. I have practiced employment law from the plaintiff's side, defense side, and
3 from an in-house position. I have significant experience specifically working on wage and hour
4 class actions from the plaintiff's side as well as the defense side, with the majority of my
5 experience coming from the plaintiff's side.

6 41. Attorney Roman Shkodnik received his Bachelor of Arts in history and political
7 science from the University of California, Los Angeles, in 2007. He then earned his Juris
8 Doctorate from Loyola Law School in May of 2011. Upon graduating from law school, he has
9 exclusively focused his practice on representing employees including in wage-and-hour class
10 actions. During his career, he has represented employees in over 100 wage-and-hour class action
11 lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern
12 Districts of California), and he has obtained six and seven figure settlements against a range of
13 defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-
14 hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime,
15 inaccurate pay statements, and failure to pay timely wages - similar to claims at issue in the
16 present matter.

17 42. My firm is well qualified because of our experience, knowledge, and resources to act as
18 counsel and represent Plaintiff and the Aggrieved Employees in this action. A substantial
19 percentage of our practice is devoted to litigating wage, hour, and working-conditions violations,
20 and the bulk of these cases are class and PAGA actions.

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

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

26 **SUMMARY**

27 45. Plaintiff has not served notice on the unnamed Aggrieved Employees and Plaintiff's
28 counsel is unaware of anyone who has relied upon the existence of this action in lieu of pursuit of

1 his or her individual or PAGA claims against Defendant.

2 46. On May 13, 2025, my office submitted the proposed Settlement and this Motion to the
3 LWDA. Attached hereto as **Exhibit 6** is a true and correct copy of the confirmatory email my
4 office received from the LWDA after submission of the PAGA Settlement.

5 47. I am not aware of any class or other representative action in any other court that asserts
6 claims similar to those alleged in the action being settled.

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

9 Executed this 13th day of May 2025, at Glendale, California.

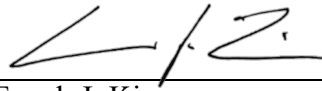
10 
11 _____
Enoch J. Kim

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

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450 N. Brand Blvd., Suite 840

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Fax: (818) 962-6469

David Yeremian & Associates

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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

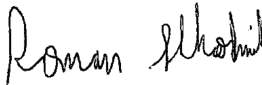
**DAVID YEREMIAN & ASSOCIATES,
INC.**



David Yermian, 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.
450 N. Brand Blvd., Suite 840
Glendale, California 91203

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

450 N. Brand Blvd., Suite 840
Glendale, California 91203
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.

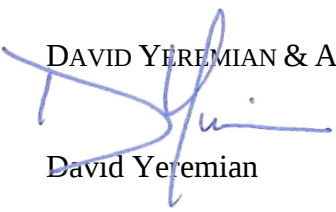
September 15, 2022

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 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.*

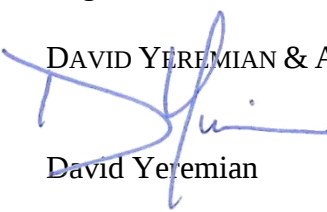
Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

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.

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

EXHIBIT 5

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	9/15/23	0.50	Emma Geesaman	drafting stipulation to continue trial
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	9/18/23	0.80	Emma Geesaman	finished drafting stipulation to continue trial
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	11/8/23	0.10	Emma Geesaman	looking through file for notice of related cases and references to other cases filed against defendants
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	8/19/24	0.10	Emma Geesaman	reading email from OC regarding production of docs for mediation
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	8/20/24	0.10	Emma Geesaman	reading through emails re: withdraw of arbitration demand
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	9/17/24	0.30	Emma Geesaman	adding case info to chart; adding hearings/deadlines to chart; reviewing notes on neos
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/10/24	0.10	Emma Geesaman	discussing drafting questionnaire for calling class members in advance of mediation with roman
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/10/24	0.70	Emma Geesaman	drafting questionnaire for class members in advance of mediation; discussing with Evelyn;
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/16/24	2.10	Emma Geesaman	creating task for Evelyn to contact class members
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/16/24	0.60	Emma Geesaman	began drafting mediation brief
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/16/24	0.60	Emma Geesaman	reviewing policy documents in client's personnel file for drafting mediation brief; emailing OC for English version of handbook
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/16/24	0.60	Emma Geesaman	reviewing employee handbook and saving pages to use as exhibits in mediation brief
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/17/24	0.30	Emma Geesaman	drafting questions for client for mediation brief
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/17/24	0.10	Emma Geesaman	checking in with Evelyn re: calling class members
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/17/24	0.10	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
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/17/24	0.50	Emma Geesaman	work on drafting mediation brief
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/21/24	1.00	Emma Geesaman	analyzing driver logs for meal and rest break violations and premium payments in advance of mediation
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/21/24	1.50	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
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/21/24	0.30	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
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/21/24	0.60	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
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/21/24	0.30	Emma Geesaman	editing exhibit documents to highlight policies, company requirements, and violations
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/22/24	0.10	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
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/22/24	0.70	Emma Geesaman	reviewing aggrieved employee responses to questionnaires and adding additional facts to the mediation brief
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/22/24	0.10	Emma Geesaman	reviewing additional responses to questionnaire
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/23/24	0.50	Emma Geesaman	reviewing additional questionnaires from end of day yesterday; summarizing and analyzing findings
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/23/24	1.00	Emma Geesaman	adding additional facts to mediation brief from questionnaires from end of day yesterday; proof reading brief; combining exhibits in to one document and adding exhibit tabs
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/23/24	0.30	Emma Geesaman	reviewing Defendant's mediation brief
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/23/24	0.40	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
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/23/24	0.30	Emma Geesaman	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 decision to mediate on PAGA only basis and adding additional information to brief in this regard
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/23/24	0.20	Emma Geesaman	reviewing questionnaire answers and adding to summary of questionnaires
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/23/24	0.30	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
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/24/24	0.10	Emma Geesaman	reviewing aggrieved employee questionnaire and adding to summary of questionnaires
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/25/24	0.10	Emma Geesaman	reviewing questionnaire from aggrieved employee; adding information to questionnaire summary for mediation
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/28/24	0.30	Emma Geesaman	discussing mediation strategy with supervising attorney
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/28/24	5.80	Emma Geesaman	attending mediation
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/28/24	0.20	Emma Geesaman	call with client; told him about mediation and \$5,000 as PAGA representative service enhancement payment; he agreed to the \$5,000
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/29/24	1.00	Emma Geesaman	revising draft PAGA settlement agreement; drafting individual settlement agreement
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/31/24	0.30	Emma Geesaman	reviewing opposing counsel's revisions and comments in PAGA and individual settlement agreements; further revising SAs
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/31/24	0.20	Emma Geesaman	drafting PAGA Payment letter
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/31/24	0.20	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
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/31/24	0.20	Emma Geesaman	sending requests for quotes to Apex, CPT, and Phoenix
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	11/1/24	0.20	Emma Geesaman	revising PAGA settlement agreement to include administrator's info; emailed opposing counsel revisions and quotes from administrators for her review
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	11/8/24	0.10	Emma Geesaman	emailing client individual settlement agreement for his review
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	11/8/24	0.10	Emma Geesaman	calling client to go over individual settlement agreement; said he would call me back

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	11/8/24	0.20	Emma Geesaman	call with client; went over individual settlement agreement and explained next steps
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	11/8/24	0.10	Emma Geesaman	emailing opposing counsel individual settlement agreement signed by client
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	11/12/24	0.20	Emma Geesaman	emailing opposing counsel back citing to email on Nov. 1 with draft PAGA settlement agreement for her review
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	11/14/24	0.10	Emma Geesaman	finalizing PAGA settlement agreement and emailing opposing counsel pdf copy for signatures
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	11/14/24	0.20	Emma Geesaman	sending client PAGA settlement agreement and going over it with him
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	11/14/24	0.20	Emma Geesaman	downloading agreement signed by client; adding firm signatures; sending to opposing counsel
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	12/5/24	0.20	Emma Geesaman	drafting notice of unavailability
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	1/14/25	0.70	Emma Geesaman	Drafting proposed order and final judgment for PAGA approval motion
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	1/14/25	1.50	Emma Geesaman	began drafting notice of motion and motion for PAGA approval
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	1/15/25	3.50	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)
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	1/23/25	0.60	Emma Geesaman	finished drafting PAGA Approval motion
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	1/29/25	0.10	Emma Geesaman	reviewing notice from court re: trial readiness hearing and jury trial; adding to case notes
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	2/4/25	0.10	Emma Geesaman	responding to in firm message re status of settlement and whether an MOU was executed
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	2/14/25	1.10	Emma Geesaman	drafting stip. to vacate MSC, TRC, and trial and drafting proposed order
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	2/14/25	0.10	Emma Geesaman	emailing draft stip and proposed order to OC for their review
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	3/5/25	0.10	Emma Geesaman	reviewing court order vacating trial dates and setting settlement status conference; adding new dates to case notes
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/7/25	0.10	Emma Geesaman	answering in firm question re CMOs or checklist for paga approval motion
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/14/25	0.10	Emma Geesaman	adding to case notes
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/22/25	0.10	Emma Geesaman	adding checklist to case on neos
	TOTAL TIME		32.70		

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	12/5/23	0.10	Robert Payaslyan	review of case for procedural posture: picking arbitrator
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	1/3/24	0.30	Robert Payaslyan	review of arb agreement: PAGA waiver = wholesale. No indiv. PAGA
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	1/29/24	4.00	Robert Payaslyan	Opposition to MTCarb
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	1/30/24	4.00	Robert Payaslyan	Opposition to MTCarb
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	2/8/24	1.40	Robert Payaslyan	review of D's reply and suppl. decl. Objections to decl.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	2/14/24	0.30	Robert Payaslyan	review and discussion re: tentative ruling on MTCarb
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	2/15/24	0.20	Robert Payaslyan	emails to OPC and called clerk re: whether hearing off calendar.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	3/4/24	1.30	Robert Payaslyan	research + outline for suppl. briefing
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	3/5/24	4.20	Robert Payaslyan	research + outlining for suppl. briefing
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	3/5/24	2.60	Robert Payaslyan	drafted responsive briefing and sent to RS
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	3/6/24	1.50	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
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	3/19/24	0.50	Robert Payaslyan	read tentative and discuss w RS
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	3/20/24	2.10	Robert Payaslyan	prep for oral argument at hearing
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	3/20/24	0.70	Robert Payaslyan	hearing on MTCarb
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	3/22/24	0.20	Robert Payaslyan	check for tentative (2x)
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	3/29/24	4.40	Robert Payaslyan	Draft/revise motions to compel discovery
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	3/31/24	1.30	Robert Payaslyan	research re Def. ability to bring second motion to compel arbitration
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/2/24	1.00	Robert Payaslyan	prep for call and call with OPC, discussion with RS, emails to OPC
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/8/24	0.40	Robert Payaslyan	review of files for facial violations, emails w OPC
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/9/24	1.00	Robert Payaslyan	review files for facial violations
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/15/24	0.10	Robert Payaslyan	follow up with OPC re: scheduling meet and confer. Need PAGA size to propose mediators.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/18/24	0.20	Robert Payaslyan	reply to JAMS email
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/19/24	0.40	Robert Payaslyan	email to OPC re: final attempt at meeting and conferring
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/22/24	0.30	Robert Payaslyan	emails w OPC re: scheduling M&C
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/22/24	0.20	Robert Payaslyan	discussion w/ RS re: status + next steps
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/22/24	1.50	Robert Payaslyan	review files for violations
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/22/24	0.30	Robert Payaslyan	call with OPC (see notes)
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/22/24	0.50	Robert Payaslyan	discussions w RS + DY re: status and next steps
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/22/24	0.20	Robert Payaslyan	access CELA to research proposed arbitrators
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/23/24	0.50	Robert Payaslyan	draft reply to OPC discuss with RS and DY
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/23/24	0.10	Robert Payaslyan	Email OPC re: M&C
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/24/24	0.20	Robert Payaslyan	emails (schedule M&C)
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/29/24	0.10	Robert Payaslyan	discussions w RS
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/29/24	0.10	Robert Payaslyan	prep for call w OPC
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/29/24	0.20	Robert Payaslyan	Call w OPC (see notes)
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/29/24	1.10	Robert Payaslyan	draft tolling agreement and stip + proposed order to continue PAGA trial dates
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/29/24	0.40	Robert Payaslyan	finalize stip. P.O. and tolling agreement. Email OPC
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/6/24	0.20	Robert Payaslyan	signed and sent tolling agreement to OPC
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/8/24	0.20	Robert Payaslyan	Internal discussions re: mediators
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/14/24	0.30	Robert Payaslyan	follow up with DY, email to OPC re: mediators
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/14/24	1.30	Robert Payaslyan	draft mediation production requests and terms
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/15/24	0.20	Robert Payaslyan	Describe mediation requests to RS
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/22/24	0.20	Robert Payaslyan	emails with OPC re: mediators; update case log
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/23/24	0.50	Robert Payaslyan	emails w OPC and update RS re: mediators
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/24/24	0.50	Robert Payaslyan	emails and scheduling mediation
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/28/24	1.30	Robert Payaslyan	prep for call and call with OPC re: pre-mediation production
	TOTAL TIME		42.6		

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	8/15/22	3.00	Roman Shkodnik	Review client documents; draft complaint
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	8/19/22	3.10	Roman Shkodnik	Draft complaint; draft LWDA letter.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	8/29/22	2.20	Roman Shkodnik	Revise complaint and LWDA letter.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	8/30/22	1.00	Roman Shkodnik	Prepare complaint and related documents.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	9/8/22	1.50	Roman Shkodnik	Conference with client; revise complaint and related documents.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	9/9/22	1.00	Roman Shkodnik	Work on complaint and LWDA letter.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	9/14/22	1.00	Roman Shkodnik	Conference with client, finalize LWDA letter.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	11/23/22	3.00	Roman Shkodnik	Finalize complaint and related documents; confer with staff re filing.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/4/23	3.00	Roman Shkodnik	review cases, prepare tolling agreement, and prepare stipulation
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/5/23	1.50	Roman Shkodnik	attend CMC
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/11/23	2.00	Roman Shkodnik	prepare motion for leave to file an amended complaint
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/14/23	0.50	Roman Shkodnik	talk to OC
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/20/23	2.00	Roman Shkodnik	prepare motion for leave to amend complaint
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	7/6/23	3.00	Roman Shkodnik	prepare discovery and PMK depo notice
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	7/19/23	1.50	Roman Shkodnik	prepare for arbitration demand
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	7/21/23	1.00	Roman Shkodnik	review initiation to arbitrate
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	9/15/23	1.00	Roman Shkodnik	prepare stipulation to continue trial
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	9/22/23	1.50	Roman Shkodnik	talk to client and OC's letter
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	9/22/23	0.50	Roman Shkodnik	talk to OC
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	9/26/23	2.50	Roman Shkodnik	research for motion to lift arbitration order
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	1/31/24	3.00	Roman Shkodnik	review opposition to compel arb
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	2/8/24	0.50	Roman Shkodnik	review defendant's reply
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	2/9/24	1.00	Roman Shkodnik	review reply
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	3/6/24	2.00	Roman Shkodnik	review supplemental brief
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/23/24	1.00	Roman Shkodnik	review mediation brief
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/24/24	1.00	Roman Shkodnik	review mediation brief
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/28/24	8.00	Roman Shkodnik	attend mediation
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/29/24	2.00	Roman Shkodnik	review settlement
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	2/14/25	1.00	Roman Shkodnik	stipulation to vacate dates
	TOTAL TIME		55.30		

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	2/20/25	0.30	Norayr Zakaryan	reviewing the status of the case re: joint stip to vacate jury trial and related hearings
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	3/18/25	0.20	Norayr Zakaryan	reviewing the case to report status to senior attorney
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	3/26/25	0.20	Norayr Zakaryan	reviewing the case regarding upcoming approval motion filing
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/7/25	3.50	Norayr Zakaryan	reviewing and revising PAGA approval motion drafts
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/7/25	0.10	Norayr Zakaryan	conferring with senior counsel regarding reserving hearing date for PAGA Approval motion
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/7/25	0.10	Norayr Zakaryan	conferring with senior counsel regarding mediation analysis doc
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/7/25	0.30	Norayr Zakaryan	conferring with legal team and checking the case status
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/7/25	0.10	Norayr Zakaryan	phone call with the client regarding status update
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/7/25	1.20	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 conferring with the client via email
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/7/25	0.30	Norayr Zakaryan	researching the Court's local rules and trying to contact Court clerk regarding guidance/checklist for filing PAGA approval motions
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/7/25	0.20	Norayr Zakaryan	prepared notice of association of counsel
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/8/25	3.60	Norayr Zakaryan	reviewing and revising approval motion docs
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/8/25	2.80	Norayr Zakaryan	reviewing and revising PAGA approval motion docs
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/8/25	0.50	Norayr Zakaryan	conferring with senior attorney on updating statute subsections on our motion papers
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/9/25	1.40	Norayr Zakaryan	reviewing and revising memorandum of points and authorities
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/9/25	1.00	Norayr Zakaryan	reviewing and revising motion for PAGA settlement approval docs
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/9/25	0.30	Norayr Zakaryan	researching local rules, contacted department clerk, left a voicemail regarding PAGA motion filing (guidance/checklist)
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/9/25	1.00	Norayr Zakaryan	revising PAGA approval drafts - using new template, adjusting formatting
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/10/25	3.40	Norayr Zakaryan	revisiting and editing drafts based on new template
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/11/25	0.50	Norayr Zakaryan	worked on PAGA motion approval drafts
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/11/25	0.60	Norayr Zakaryan	drafted notice of PAGA settlement
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/11/25	0.40	Norayr Zakaryan	reviewing long form, and conferring with litigation team regarding long form agreement
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/11/25	0.40	Norayr Zakaryan	reviewing long form, and conferring with senior attorneys regarding long form agreement
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/11/25	1.00	Norayr Zakaryan	preparing proposed order as part of PAGA approval motion
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	4/28/25	0.60	Norayr Zakaryan	prepared caption page, researched local court rules and requested admin declaration for PAGA approval motion from the administrator
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/2/25	0.10	Norayr Zakaryan	conferred with senior counsel regarding filing status of approval motion docs
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/12/25	0.40	Norayr Zakaryan	prepared DY declaration
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/12/25	0.40	Norayr Zakaryan	conferring with senior attorneys regarding attorney hours spent on the case
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/12/25	0.40	Norayr Zakaryan	conferred with senior counsel and opposing counsel; adjusted and circulated the approval motion drafts for OC's review
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/13/25	1.60	Norayr Zakaryan	updated the table of contents on Memorandum of Authorities, and formatted approval docs for filing
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/13/25	2.30	Norayr Zakaryan	revising and finalizing the approval motion docs, preparing them for filing
	TOTAL TIME		29.20		

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	6/14/22	3.50	David Yeremian	Review intake form; review client documents; conference with client.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	6/14/22	2.50	David Yeremian	Review intake form, client docs. Conference with client.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	6/27/22	1.00	David Yeremian	Draft file opening documents, retainer.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	6/27/22	1.00	David Yeremian	Draft case opening documents, retainer
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	6/28/22	0.70	David Yeremian	Conference with staff re new file; assign matter.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	6/28/22	0.50	David Yeremian	Conf with staff; Assign matter
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	8/30/22	1.80	David Yeremian	Review and revise complaint and LWDA letter; confer with staff re same.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	6/22/23	1.00	David Yeremian	Conference with staff re status of case and next steps.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	7/7/23	1.20	David Yeremian	Review and revise discovery; conference with staff re same.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	7/21/23	1.50	David Yeremian	Conference with staff re arbitration demand; review same.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/23/24	1.10	David Yeremian	Review and revise mediation brief.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/24/24	4.30	David Yeremian	Review entire file; review mediation brief; review damage model all in preparation for mediation.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	10/28/24	8.00	David Yeremian	Attend mediation.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/12/25	1.60	David Yeremian	Review and revise final approval declaration; review billing records.
	TOTAL TIME		29.70		

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	2/18/25	0.10	Enoch Kim	Review email exchanges re joint stipulation to vacate MSC and trial.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/9/25	0.30	Enoch Kim	Review settlement agreement and draft PAGA approval motion.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/12/25	7.00	Enoch Kim	Review and revise PAGA approval motion and supporting documents.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/12/25	0.50	Enoch Kim	Confer with litigation team re revisions to PAGA approval motion and supporting documents.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/12/25	0.30	Enoch Kim	Confer with NZ re revisions to PAGA approval motion and supporting documents and the need for additional information.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/13/25	2.00	Enoch Kim	Review and revise PAGA approval motion and supporting documents and finalize for filing.
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	5/13/25	0.40	Enoch Kim	Confer with team re preparation and filing of PAGA approval motion.
	TOTAL TIME		10.60		

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	12/7/23	1.70	Amanda Fazio	researching potential arbitrators
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	8/19/24	0.30	Amanda Fazio	Briefly reviewing documents produced
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	2/21/25	0.10	Amanda Fazio	providing template of paga only complaint
	TOTAL TIME		2.10		

Case #	Case Title	Entry Date	Time Spent	Staff Name - (Full)	Note
202229	Eduardo Velazquez v. Carlucci Transport dba Carlucci Transport I	8/13/24	0.20	Mason Doidge	Drafted notice of disassociation, saved to dropbox.
	TOTAL TIME		0.20		

EXHIBIT 6

Velazquez v. Carlucci Transport dba Carlucci Transport, Inc.
Litigation Costs

Service Date	Details	Provider	Amount
9/15/22	LWDA Letter	LWDA	\$ 75.00
12/13/22	Summons & Complaint	Rapid Legal	\$ 466.53
12/20/22	Process of Service - Summons & Complaint	Rapid Legal	\$ 179.57
12/29/22	POS of Summons (Defective)	Rapid Legal	\$ 16.30
1/26/23	Amended POS of Summons	Rapid Legal	\$ 16.30
3/21/23	Case Management Statement	Rapid Legal	\$ 16.30
4/3/23	Notice of Remote Appearance	Rapid Legal	\$ 16.30
4/5/23	Order RE Remote Appearance (Rejected)	Rapid Legal	\$ 12.42
5/1/23	Joint Stipulation & Proposed Order to File First Amended Complaint	Rapid Legal	\$ 36.82
5/11/23	Notice of Entry of Order	Rapid Legal	\$ 16.22
7/28/23	Arbitration Fee	JAMS, Inc.	\$ 400.00
9/20/23	Notice of Association of New Counsel & Change of Address	Rapid Legal	\$ 17.10
10/3/23	Joint Stipulation & Proposed Order; Continuance of MSC (Rejected)	Rapid Legal	\$ 13.39
10/11/23	Joint Stipulation & Proposed Order to Continue Mandatory Settlement Conference	Rapid Legal	\$ 79.05
12/20/23	Notice of Unavailability	Rapid Legal	\$ 17.10
2/1/24	Evidentiary Objections to Declaration & Opposition to Motion to Compel Arbitration	Rapid Legal	\$ 15.04
2/1/24	Postage for Evidentiary Objections to Declaration C. Tillman	Rapid Legal	\$ 30.52
2/9/24	Evidentiary Objections to Declaration of Martin	Rapid Legal	\$ 15.04
2/9/24	Notice of Remote Appearance & Proposed Order	Rapid Legal	\$ 15.04
3/6/24	Response Brief to Reply RE Opposition to Motion to Compel Arbitration	Rapid Legal	\$ 15.04
3/14/24	Notice of Remote Appearance & Proposed Order (Rejected)	Rapid Legal	\$ 11.33
5/7/24	Joint Stipulation & Proposed Order to Continue Mandatory Settlement Conference	Rapid Legal	\$ 76.99
8/14/24	Belaire West Notice Fee	Apex Class Action LLC,	\$ 205.92
8/20/24	Notice of Disassociation of RP	Rapid Legal	\$ 15.04
9/25/24	Notice of Change of Address	Rapid Legal	\$ 15.97
10/16/24	Mediation Fee	Judicate West	\$ 4,775.00
10/24/24	Expert Mediation Analysis Fee	Berger Consulting Group	\$ 1,395.00
12/27/24	Notice of Unavailability	Rapid Legal	\$ 15.92
2/25/25	(Rejected) Stipulation & Proposed Order; POS	Rapid Legal	\$ 11.33
3/4/24	Stipulation & Proposed Order	Rapid Legal	\$ 37.29
FUTURE	Motion for PAGA Approval	Rapid Legal	\$ 80.00
FUTURE	Notice of Entry of Judgment	Rapid Legal	\$ 18.00

Total \$ 8,126.87