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*Attorneys for Plaintiff*  
ANDREA CAMPOS  
*and all others similarly situated*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES (STANLEY MOSK COURTHOUSE)**

ANDREA CAMPOS, an individual and on  
behalf of all aggrieved employees,

Plaintiff,

v.

LUCKY TARO, INC., a California  
Corporation; and DOES 1 through 100,  
inclusive,

Defendants.

Case No.: 23STCV11801  
Judge: Hon. Theresa M. Traber  
Dept.: 47

**AMENDED DECLARATION OF  
CHRISTIAN J. PETRONELLI, ESQ. IN  
SUPPORT OF PLAINTIFF'S MOTION  
FOR APPROVAL OF PRIVATE  
ATTORNEY GENERAL ACT  
SETTLEMENT**

[filed concurrently with PLAINTIFF'S  
AMENDED MOTION FOR APPROVAL OF  
PRIVATE ATTORNEY GENERAL ACT  
SETTLEMENT and [PROPOSED] ORDER  
GRANTING APPROVAL OF PAGA  
SETTLEMENT]

Date: April 24, 2025  
Time: 9:00am  
Dept.: 47

**Res. ID: 554973317460**

I, Christian Petronelli, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California and I am the founder and president of the firm Petronelli Law Group, PC, counsel of record for Plaintiff Andrea Campos (“Campos”) in the above-mentioned matter. I submit this declaration in support of Plaintiff’s Motion for Approval of PAGA Settlement. I have personal knowledge of the matters set forth herein, and would and could testify thereto if called as a witness.

**QUALIFICATIONS AND EXPERIENCE**

2. My firm, Petronelli Law Group, PC, and I represent employees in all employment-related disputes throughout California involving wrongful termination, unlawful discrimination and retaliation, harassment, and wage and hour violations. Notably, we have recovered millions of dollars on behalf of California employees in prosecuting employment law claims in state and federal courts.

3. I graduated Magna Cum Laude from the University of Akron School of Law in 2007. I was admitted to the State Bar of Ohio in 2007 and I was admitted to the State Bar of California in 2012, and I have been practicing law ever since in both state and federal courts.

4. I have practiced law for fourteen years, and for the past nine (9) years have represented primarily plaintiffs in employment law claims, including wage and hour litigation. In 2013, I started my own practice under the name the Law Offices of Christian J. Petronelli. In 2014, I formed a partnership with Dean Ho, Esq. under the firm name Petronelli & Ho, LLP. In 2017, I began practicing under the current firm name, Petronelli Law Group, PC.

5. I have personally litigated hundreds of cases, both in state and federal courts, and have tried multiple cases – both in state and federal courts. I have also taken and defended hundreds of depositions.

6. I have personally litigated multiple class action and PAGA cases in California courts, most over the past five (5) years, involving employment wage and hour claims. I have been

involved as lead or co-lead class counsel in numerous wage and hour, PAGA class action cases and have been approved as class counsel including in the matter of *Tarver v. Integrated Airline Services, Inc.*, Los Angeles Superior Court, Case No. BC596694 (granted final approval in a case involving alleged failures to provide meal and rest periods and failure to timely pay all final wages to California airline baggage handlers at airports throughout California), in the matter of *Cash & Henryhand v. Costco Wholesale Corporation, et al.*, Los Angeles Superior Court, Consolidated Case No. JCCP4871 (granted final approval in a case involving alleged failure to pay wages, including overtime and final wages; failure to provide meal and rest periods; and failure to provide accurate wage statements to California and nationwide “roadshow representatives” working at Costco warehouses), in the matter of *Ibanez v. OC Burger Boys, LLC*, Los Angeles Superior Court, Case No. BC662360 (granted final approval in a case involving alleged failure to pay overtime wages, provide meal and rest breaks, and reimburse business expenses to a class of allegedly misclassified restaurant managers), in the matter of *Carrillo v. Mabry Management, Inc.*, Los Angeles Superior Court, Case No. BC667019 (granted final approval in a case involving alleged failure to pay minimum wages, overtime pay, meal and rest breaks, and reimbursement for business expenses to a class of on-site property managers), and in the matter of *Billberry v. Hardy Window Company*, Orange County Superior Court, Case No. 30-2019-01065525 (granting final approval in a case involving alleged failure to pay wages, overtime, and failure to provide meal and rest breaks to window installers and foreman).

7. In my career, I have been retained to represent clients in hundreds of employment cases, including wrongful termination, retaliation, discrimination, and harassment, including claims for discrimination and harassment based on age, race, sex, sexual orientation, national origin, and disability, as well as wage and hour disputes, including claims for unpaid overtime wages, unpaid minimum wage, missed meal breaks, missed rest breaks, waiting time penalties, wage statement violations and many aggregate claims for penalties under the California Private Attorneys General Act (“PAGA”). I have obtained verdicts, judgments, and settlements totaling tens of millions of dollars in my career.

9. On May 24, 2023, Plaintiff filed the instant PAGA action alleging various violations of the Labor Code.

10. On July 14, 2023, Defendant filed a Motion to Stay the PAGA proceedings pending the outcome of the arbitration of Plaintiff's individual non-PAGA claims, which the Court granted on September 26, 2023.

11. Following Plaintiff's deposition in the arbitration and exchanges of written discovery, the Parties agreed to engaged in settlement negotiations related to the PAGA claims and, in doing so, Defendant agreed to provide Plaintiff with all time and pay records for all Aggrieved Employees employed in the same position as Plaintiff from March 14, 2022 to May 19, 2024, plus a random sample of eleven (11) non-drivers employees time and pay records for the same period for a total of approximately fifteen percent (15%) of the employees in the PAGA pool.

12. Following review of all time and pay records, the Parties engaged in prolonged negotiations and eventually agreed to settle the PAGA claims for \$120,000. At all times the Parties' negotiations were adversarial and non-collusive.

13. On December 21, 2024, the Parties entered into the PAGA Settlement Agreement. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A**.

14. The Parties arrived at a settlement through extensive, arms-length negotiations, taking into account all relevant factors, present and potential, at the time of entering into the Settlement Agreement. Plaintiff believes and agrees that this Settlement Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Claim.

*AMENDED DECLARATION OF CHRISTIAN PETRONELLI IN SUPPORT OF PLAINTIFF'S MOTION TO  
APPROVE PRIVATE ATTORNEY GENERAL ACT SETTLEMENT*

1           15. Plaintiff's Counsel made an informed decision about the strengths and weaknesses  
2 of Plaintiff's theories of liability, Defendant's affirmative defenses, PAGA penalties, and benefits  
3 of settlement based on the receipt, analysis, and application of the PAGA employees' data.

4           16. Plaintiff reviewed extensive data, information, and documents in investigating the  
5 issues of liability and damages prior to the Parties engaging in settlement negotiations.

6           17. Specifically, Defendant produced the following: (a) Defendant's employee  
7 handbook in effect during the PAGA Period; (b) Defendant's policies and procedures pertaining to  
8 minimum wages, overtime, meal breaks, rest breaks, and reimbursement of business expenses,  
9 which were in effect during the PAGA Period; (c) Plaintiff's personnel files; (d) Plaintiff's  
10 timekeeping and payroll records; (e) all timekeeping and payroll records for the entire PAGA pool  
11 of employees who worked the same position as Plaintiff and a random sample of eleven (11) other  
12 employees, for the time period of March 14, 2022 to May 19, 2024 for a total of approximately  
13 fifteen percent (15%) of the employees in the PAGA pool; and (f) information on the PAGA pool  
14 demographics including the total number of Aggrieved Employees during the PAGA Period,  
15 average hourly rate of pay, and the total number of workweeks and pay periods worked during the  
16 PAGA Period.

17           18. From Plaintiff's counsel's review of these documents and information, as well as  
18 the facts, strengths, and weaknesses of the case, the risks and delays posed by further litigation, and  
19 their own prior litigation experience, Plaintiff's counsel believes that the recovery for each  
20 Aggrieved Employee is fair and reasonable taking into consideration the amounts received in other  
21 PAGA actions, the risks inherent in litigation of this genre, and the reasonable tailoring of each  
22 Aggrieved Employee's claim to the settlement award he or she will receive.

23                   **SETTLEMENT WAS REACHED THROUGH ARM'S-LENGTH BARGAINING BY**  
24                   **PARTIES REPRESENTED BY EXPERIENCED COUNSEL**

25           19. The Parties agreed to settle the PAGA claims for One Hundred and Twenty  
26 Thousand Dollars (\$120,000.00), inclusive of all fees and costs.

1           20. Based on my experience and based on the potential maximum exposure and  
2 potential defenses, I believe and agree that the Settlement Agreement provides for a fair, adequate,  
3 and reasonable resolution of the PAGA Claims.

4                                   **NOTICE TO THE LWDA**

5           21. On March 10, 2023, Plaintiff submitted a PAGA letter to the LWDA notifying the  
6 LWDA of the PAGA claims in this Action. A true and correct copy of the PAGA Notice provided  
7 to the LWDA on March 10, 2023 is attached hereto as **Exhibit B**. As of today, LWDA has not  
8 responded to the notice.

9           22. On December 30, 2024, Plaintiff submitted the operative PAGA Complaint in this  
10 Action to the LWDA. A true and correct copy of the PAGA Case Details is attached hereto as  
11 **Exhibit C**.

12           23. Plaintiff gave notice of the instant Motion and hearing date to the LWDA on April  
13 1, 2025 via online filing.

14                                   **SUFFICIENCY OF SETTLEMENT AMOUNT CONSIDERING DEFENDANT'S**

15                                                           **MAXIMUM THEORETICAL EXPOSURE**

16           24. Based on Plaintiff's counsel's review of all time and pay records for Aggrieved  
17 Employees from March 14, 2022 to May 19, 2024, Plaintiff determined that the most viable and  
18 frequent alleged violation of PAGA was Defendant's alleged failure to provide second meal breaks  
19 for shifts over 10 hours.

20           25. If the Court imposed a separate PAGA penalty for each day on which an Aggrieved  
21 Employee did not receive a second meal period during a shift in excess of 10 hours, Defendant's  
22 maximum theoretical exposure under PAGA was **\$549,200.00** assuming a separate PAGA penalty  
23 for each day on which a violation occurred.

24           26. However, considering that the penalty under Labor Code § 226.7 for failure to  
25 provide a second meal period is limited to one (1) hour of pay (which in this case would have been  
26 approximately \$18.00 on average), Plaintiff believed it was unlikely that the Court would impose a  
27  
28

1 maximum PAGA penalty of \$200 per missed break since such a penalty would be more than 10  
2 times that amount of the penalty under Labor Code § 226.7.

3 27. Instead, it seemed more likely that the Court would impose a singular PAGA  
4 penalty for each pay period during which Defendant failed to provide second meal breaks for shifts  
5 over 10 hours since this penalty would closely mirror the penalties available in a private action  
6 under Labor Code § 226.7. Using this calculation, Defendant's maximum theoretical exposure was  
7 limited to **\$188,800.00**.

8 28. However, Defendant could have argued that this penalty was still excessive since  
9 the documents reviewed by Plaintiff showed that many Aggrieved Employees signed meal period  
10 waivers in or around December 2023, which would reduce available PAGA penalties by nearly  
11 twenty (20%) percent to **\$154,600.00**, which the Court still has authority to reduce. Defendant  
12 could have also claimed that reduced penalties were justified in light of the fact that after the filing  
13 of this lawsuit (1) the number of shifts over 10 hours were reduced, (2) second meal period waivers  
14 were obtained, and (3) meal period premiums were paid when owed.

15  
16 **REQUEST FOR ATTORNEYS' FEES**

17 29. Under the Settlement Agreement, Plaintiff's Counsel also requests, without  
18 opposition from Defendant, an award of Attorneys' Fees and Costs consisting of: (1) no more than  
19 Forty Thousand Dollars (\$40,000) in Attorneys' Fees and (2) Two Thousand Five Hundred Dollars  
20 (\$2,500.00) for reimbursement of PAGA Counsel's costs. This request is fair, reasonable, and  
21 adequate to compensate PAGA Counsel for the substantial work they have put into this case and,  
22 moreover, the risk they assumed by taking it in the first place.

23 30. To date, PAGA Counsel has already incurred attorney fees in excess of the  
24 Attorneys' Fees requested, in the amount of \$52,265.00 based on PAGA Counsel's current hourly  
25 rate.

26 31. As of March 28, 2025, my firm has billed a total of 83.10 hours to the litigation  
27 reasonably valued at \$52,265.00. I anticipate that I will bill an additional 5 hours following up  
28 with the Settlement Administrator to ensure compliance with the Settlement terms to approve

1 mailings, and to answer questions, appearing at the hearing on this Motion, and drafting and filing  
2 post-distribution filings with the Court. My firm's tasks and time were reasonable and necessary to  
3 the prosecution of the case.

4 32. As discussed above, I have practiced law for over 14 years representing primarily  
5 plaintiffs in employment litigation. My hourly rate for complex litigation is \$650 per hour. My  
6 hourly rate is comparable to the rates charged by partners at law firms that routinely defend similar  
7 wage and hour class actions.

8 33. The hourly rates for my firm's current associates that contributed to the litigation  
9 are as follows: Mitchel D. Vanderpool, Esq. - admitted to practice law in 2021, primarily litigating  
10 complex business litigation and employment disputes - \$400/per hour.

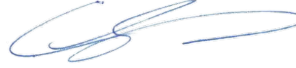
11 34. The hourly rates of my firm's Partners and Associates are comparable to those of  
12 law firms that routinely defend similar wage and hour Class actions. Also, my firm's rates are  
13 comparable to those judicially approved for other plaintiff's firms. (See, e.g., *Faigman v. AT&T*  
14 *Mobility LLC*, 2011 U.S. Dist. LEXIS 15825, \*2 (N.D. Cal. Feb. 15, 2011) [approving hourly  
15 rates of \$650 an hour for partners]; *Richard v. Ameri-Force Mgmt. Servs., Inc.*, Case No. 37-2008-  
16 00096019 (San Diego Super. Ct., August 27, 2010) [approving \$695 to \$750 an hour for partners];  
17 *Barrera v. Gamestop Corp.*, Case No. 2:09-cv-01399-ODW (C.D. Cal. Nov. 29, 2012) [approving  
18 \$700 an hour for partners, \$450 for associates]; *Anderson v. Nextel Retail Stores, LLC*, Case No.  
19 2:07-cv-04480-SVW (C.D. Cal. June 20, 2010) [approving \$655 to \$750 an hour for partners, \$300  
20 to \$515 an hour for associates]).

21 35. My firm incurred a total of \$1,731.50 in litigation costs and expenses to prosecute  
22 this action. All of the expenses were reasonable and necessary to the successful prosecution of this  
23 matter. These expenses included, but are not limited to: filing fees; postage; appearance fees; and,  
24 service fees. Attached hereto as **Exhibit D** is a true and correct copy of my firm's Cost Report.

25 I declare under penalty of perjury under the laws of the United States of America and the  
26 State of California that the foregoing is true and correct, and that this declaration was executed by  
27 me on April 1, 2025 at Long Beach, California.  
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CHRISTIAN J. PETRONELLI

*Attorney for Plaintiff*  
ANDREA CAMPOS

EXHIBIT “A”

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims is made by and between Plaintiff Andrea Campos, on behalf of himself individually and as a representative of allegedly aggrieved employees pursuant to California's Private Attorneys' General Act, and Defendant Lucky Taro, Inc. as of the date(s) indicated below.

### **I. DEFINITIONS**

The terms below have the following meaning in this Agreement:

- A. "Action" means the civil action titled *Campos v. Lucky Taro, Inc.*, Case No. 23STCV11801, pending in Los Angeles Superior Court.
- B. "Aggrieved Employees" means Plaintiff and all other non-exempt employees of Defendant who Plaintiff alleges in his PAGA Notice (attached as Exhibit 1) suffered violations of the California Labor Code and/or the applicable Industrial Labor Commission Wage Order by Defendant.
- C. "Agreement" means this Settlement Agreement and Release of Claims.
- D. "Arbitration" means the confidential arbitration proceeding titled *Campos v. Lucky Taro, Inc.*, Case No. 01-23-0002-0735, pending before the American Arbitration Association.
- E. "Confidential Individual Settlement" means the Parties' agreement to settle all claims and causes of action that have been or could have been asserted in the Arbitration.
- F. "Court" means Los Angeles County Superior Court.
- G. "Database" means an Excel spreadsheet including the following information for each Aggrieved Employee: (1) name; (2) last known address; (3) Social Security number; and (4) the number of pay periods worked during the PAGA Period.
- H. "Defendant" means Lucky Taro, Inc., the Defendant in the Action.
- I. "Defendant's Counsel" means Workplace Legal, APLC.
- J. "Effective Date" means the date the Settlement is approved by the Court.
- K. "Execution Date" means the date Plaintiff signs this Agreement.
- L. "Gross Settlement Amount" means ONE HUNDRED TWENTY-THOUSAND DOLLARS (\$120,000), which Defendant will pay to the Aggrieved Employees, the LWDA, and Plaintiff's Counsel in connection with this Settlement.

M. "Judgment" means the Order Granting Approval of PAGA Settlement and Entering Final Judgment, which, if this Settlement is approved, will be entered by the Court.

N. "LWDA" means the California Labor & Workforce Development Agency.

O. "Net Settlement Amount" means the amount of funds to be distributed to the Aggrieved Employees and the LWDA. The Net Settlement Amount is arrived at by deducting the following, subject to Court approval, from the Gross Settlement Amount: (1) Plaintiff's Counsel's reasonable attorneys' fees (up to \$40,000, which is one-third of the Gross Settlement Amount); (2) Plaintiff's Counsel's reasonable litigation costs (up to \$2,500); and (3) Settlement administration costs (up to \$5,000) incurred in administering payments to the Aggrieved Employees and the LWDA.

P. "PAGA" means California's Private Attorneys General Act, codified at California Labor Code §§ 2698 *et seq.*

Q. "PAGA Notice" means the claim notice dated March 10, 2023 that Plaintiff submitted to LWDA, attached to this Agreement as Exhibit 1.

R. "PAGA Period" means the time period applicable to the PAGA cause of action in this Action, from March 11, 2022 to the Execution Date.

S. "Party" means either Plaintiff Andrea Campos or Defendant Lucky Taro, Inc.

T. "Parties" means both Plaintiff Andrea Campos and Defendant Lucky Taro, Inc.

U. "Plaintiff" means Andrea Campos, the Plaintiff in the Action.

V. "Plaintiff's Counsel" means Petronelli Law Group, PC.

W. "Qualified Settlement Fund" means an interest-bearing account established by the Settlement Administrator.

X. "Released Parties" means, individually and collectively, Defendant, and any past, present, or future parent companies, subsidiaries, affiliates, officers, directors, managing agents, shareholders, owners, employees, agents, representatives, accountants, auditors, attorneys, consultants, insurers, and reinsurers of Defendant, as well as any of those persons' or entities' respective successors and predecessors in interest, parents, subsidiaries, divisions and affiliates.

Y. "Settlement" means the terms and conditions set forth in this Agreement, which are meant to resolve the Action in its entirety.

Z. "Settlement Administrator" means a qualified third-party settlement administrator retained by the Parties to issue checks, handle tax reporting, issue necessary tax forms to Plaintiff, Plaintiff's Counsel, and all Aggrieved Employees, and other such related tasks as the Parties may request.

AA. "Unpaid Wage Fund" means a fund within the California State Treasury in which unpaid wages or benefits due to workers can be deposited.

## II. RECITALS

A. On March 10, 2023 Plaintiff submitted his PAGA Notice to the LWDA via the online PAGA filing portal and sent a copy to Defendant via certified mail. The LWDA assigned Case No. LWDA-CM-941127-23 to Plaintiff's claim. The LWDA did not investigate the alleged violations or otherwise respond to the PAGA Notice within 65 days. As such, Plaintiff exhausted his administrative remedies.

B. On May 8, 2023, pursuant to an agreement between the Parties, Plaintiff initiated the Arbitration concerning his alleged individual, non-PAGA claims.

C. On May 24, 2023, Plaintiff commenced the Action, asserting a single cause of action for PAGA penalties and all other remedies available pursuant to PAGA (*e.g.*, attorneys' fees). Plaintiff alleged the same violations as had been described in the PAGA Notice.

D. In connection with both the Action and the Arbitration, the Parties engaged in extensive formal discovery, including but not limited to the production of extensive time and payroll data for the Aggrieved Employees. The documents and information provided by Defendant was thorough and detailed, and allowed the Parties to fairly and adequately evaluate the potential penalties available to the Aggrieved Employees if Plaintiff were able to prove his allegations.

E. The Parties, through counsel, began discussing a possible settlement promptly after obtaining and analyzing the evidence, and settlement discussions continued in earnest for several weeks. On October 8, 2024, the Parties reached an agreement in principle on a total payment amount to settle the Action and the Arbitration. Counsel for the Parties continued thereafter to negotiate the remaining terms set forth in this Settlement.

F. The Parties expressly acknowledge that nothing in this Agreement, nor the fact of the Agreement itself, will be construed or deemed an admission of liability, culpability, or wrongdoing of any kind by Defendant, nor will it constitute an admission of any fact or allegation against it.

G. Plaintiff and Plaintiff's Counsel believe that the claims asserted in the Action have merit. However, Plaintiff and Plaintiff's Counsel recognize and acknowledge the significant expense and potentially lengthy timespan required to prosecute the Action through trial and, possibly, appeals – as well as the likely difficulty or impossibility of collecting on any Judgment following protracted litigation. Plaintiff and Plaintiff's Counsel are mindful of the many possible defenses Defendant has to Plaintiff's claims and the numerous disputed questions of fact. Plaintiff and Plaintiff's Counsel also recognize the inherent risk in proceeding with the Action due to the uncertainty of California legislature and jurisprudence with respect to PAGA.

H. Defendant and Defendant's Counsel dispute that the claims asserted in the Action have merit. However, Defendant and Defendant's Counsel likewise recognize the risks and costs inherent in all litigation, particularly complex litigation, such as that involving PAGA claims.

I. Accordingly, the Parties and their respective counsel agree that this Settlement represents a fair and reasonable compromise of Plaintiff's claims because it has been arrived at after arms-length negotiations and adequately balances the risks of proceeding with the Action against the value of the potential recovery by the LWDA, Plaintiff, and the Aggrieved Employees.

J. The Parties desire that Plaintiff and all Aggrieved Employees will release, fully and completely, all claims arising out of the alleged facts and theories described in the PAGA Notice and asserted in the Action.

### III. AGREEMENT

A. Consideration. Defendant agrees to pay the Gross Settlement Amount. This Gross Settlement Amount will include all payments to the Aggrieved Employees, the LWDA, and Plaintiff's Counsel (including payment for the costs of administration of the Settlement). Defendant will not be required to pay any more than the Gross Settlement Amount.

The Net Settlement Amount will be paid and distributed to the LWDA (75%) and the Aggrieved Employees (25%). The 25% of the Net Settlement Amount allocated to the Aggrieved Employees will be distributed *pro rata* based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period. For tax purposes, the portion of the Net Settlement Amount paid to each Aggrieved Employee will be characterized as penalties and will be reported on IRS Form 1099, subject to the provisions set forth in paragraph III(F), below.

The Parties agree that the Settlement will not be contingent upon the Court awarding Plaintiff's Counsel any particular amount of attorneys' fees or costs (including costs of administration). Should the Court award Plaintiff's Counsel attorneys' fees and litigation costs less than the amounts provided for under this Agreement, any excess sums not awarded will revert to the Net Settlement Amount and will be distributed 75% percent to the LWDA and 25% to the Aggrieved Employees as set forth above.

B. Release of Claims. Effective upon the date of the Court's Judgment, Plaintiff, on behalf of himself, the LWDA, and all Aggrieved Employees, will and hereby does fully release and discharge the Released Parties from all claims, demands, rights, liabilities, and causes of action available for civil penalties under PAGA stemming from all alleged violations identified in the PAGA Notice during the PAGA Period.

C. Court Approval of the Settlement. The Parties and their respective counsel will take all necessary steps to implement this Agreement, including any steps that may be requested by the Court relating to the approval of the Settlement, and will otherwise use their respective best efforts to obtain Court approval of the Settlement and to implement this Agreement. The procedure for obtaining Court approval will be as follows:

As soon as practicable after this Agreement has been executed by the Parties and their respective counsel, Plaintiff will submit a motion to the Court for approval of this Agreement pursuant to California Labor Code § 2699(s)(2). Defendant agrees that it will not oppose the motion and will not object to or contest Plaintiff's Counsel's request for attorneys' fees, litigation costs, and administration fees, so long as each is consistent with this Agreement.

The Parties will, to the extent possible, maintain the confidentiality of the terms of the Conditional Individual Settlement. Should the Court require disclosure of the amount of the Conditional Individual Settlement, the Parties will jointly request that such disclosure be made under seal and/or that any examination by the Court of the Conditional Individual Settlement be conducted *in camera*.

Plaintiff will request entry of an order that accomplishes the following:

1. Approves this Settlement;
2. Approves the amount of the Net Settlement Amount to be allocated to the LWDA, Plaintiff, and the Aggrieved Employees;
3. Approves Plaintiff's Counsel's request for reasonable attorneys' fees, litigation costs, and administration fees as set forth in this Agreement;
4. Provides that the Court will retain jurisdiction over Plaintiff, the Aggrieved Employees, Defendant, and the LWDA to enforce this Agreement; and
5. Enters Judgment in accordance with the terms of this Agreement.

D. Voiding this Agreement. In the event the Court does not enter Judgment as provided for in this Agreement, the Agreement will be null and void and will have no legal effect whatsoever. The Parties will be returned to their respective statuses as of the date immediately prior to the execution of this Agreement, and the Parties will proceed with the Action in all respects as if this Agreement had not been executed.

E. Timing and Administration of Payments. Defendant will provide the Database to the Settlement Administrator within five (5) calendar days of the Effective Date. Before being provided the Database, the Settlement Administrator will agree in writing to treat the Database as confidential, to use it only in connection with administering the Settlement of the Action, and to destroy all copies of it after administration of the Settlement is complete.

Within five (5) calendar days of receipt of the Database, the Settlement Administrator will calculate the amount of the payments to be distributed to each Aggrieved Employee and provide Plaintiff's Counsel and Defendant's Counsel with a report, using unique identification numbers, (not names) listing the amount of all payments to be made to each Aggrieved Employee pursuant to the formula outlined in paragraph III(A), above.

Within fifteen (15) calendar days of the Effective Date, Defendant will deposit the Net Settlement Amount as approved by the Court into the Qualified Settlement Fund. Any interest accrued on this deposit will revert to Defendant after distribution of Settlement sums has been completed.

Within twenty (20) calendar days of the Effective Date, the Settlement Administrator will:

1. Disburse 25% of the Net Settlement Amount approved by the Court from the Qualified Settlement Fund by sending all Aggrieved Employees, via first class mail, a check representing their share of the Net Settlement Amount, determined by the formula outlined in paragraph III(A), above, along with a notice of settlement payment to be provided by the Settlement Administrator; and
2. Will disburse 75% of the Net Settlement Amount approved by the Court to the LWDA.

The Settlement Administrator will perform a skip trace for any Aggrieved Employee whose check is returned as undeliverable without a forwarding address and will attempt a second mailing.

Within twenty (20) calendar days of the Effective Date, provided that Plaintiff's Counsel has provided Defendant's Counsel with an executed IRS Form W-9, Defendant will pay Plaintiff's Counsel such attorneys' fees and costs (exclusive of the Settlement administration costs) as are approved by the Court, payable to Petronelli Law Group, PC. Receipt by Defendant's Counsel of an executed IRS Form W-9 is a condition precedent to Defendant's obligation to pay attorneys' fees and costs to Plaintiff's Counsel.

The Aggrieved Employees will have 120 calendar days after mailing to deposit or otherwise negotiate their Settlement checks. The amount of any check not negotiated within 120 days will be submitted to the Unpaid Wage Fund in the Aggrieved Employee's name.

All costs for administration of the Settlement, whether foreseen or unforeseen, including but not limited to (1) issuing and mailing Settlement checks, (2) printing and mailing of the notice to the Aggrieved Employees, (3) responding to inquiries from the Aggrieved Employees, (4) making reasonable efforts to locate all Aggrieved Employees, and (5) preparing any required tax forms, will be paid from the \$5,000 set forth in this Agreement for such services. The Settlement Administrator will submit one invoice to Plaintiff's Counsel and Defendant's Counsel and, if approved, such invoice will be paid by Defendant out of the Gross Settlement Amount. In the event the costs of administering the Settlement are less than \$5,000, any unused portion will be donated by Defendant to Legal Aid at Work (<https://legalaidatwork.org>).

F. **Tax Treatment and Indemnification.** The Settlement payment distributed to each Aggrieved Employee will be considered "penalties" for tax purposes and will be reported by the Settlement Administrator as such to each Aggrieved Employee on an IRS Form 1099. No amount of any payment made to an Aggrieved Employee in connection with this Agreement will constitute "wages."

The Parties represent that they have not received, and will not rely on, advice or representations from the other Party or of his/its agents regarding the tax treatment of payments pursuant to this Agreement under federal, state, or local law. Plaintiff understands and agrees that Defendant makes no guarantee with respect to tax treatment of any amounts paid to Plaintiff under this Agreement. Plaintiff acknowledges that he has been advised to seek the advice of an accountant or tax professional prior to signing this Agreement.

Plaintiff understands that the taxability of all payments paid to him pursuant to this Agreement will be governed by applicable federal, state, and local tax laws and regulations, and that he will be solely responsible for any taxes, interest, and penalties that he may owe with respect to such payments. Plaintiff further agrees that, in the event he fails to pay the taxes he owes as a result of any payment made to him pursuant to this Agreement, and if any taxing authority looks to Defendant for payment of those taxes, Plaintiff will indemnify and hold harmless Defendant for any taxes, interest, or penalties imposed on Defendant as a result thereof.

G. Miscellaneous Provisions

1. Each Party to Bear Own Costs. Except as specifically provided herein, the Parties will each bear responsibility for his/its own attorneys' fees and costs, taxable or otherwise, incurred by him/it in connection with the Action and will not seek reimbursement from the other Party.
2. Severability. The voiding, nullification, or invalidation of any material term of this Agreement, including but not limited to the release of claims in Section III(B) above, will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that some or all of the remaining provisions will remain in force and effect.
3. Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute any part of this Agreement.
4. No Admission. Neither this Agreement nor any of its terms shall construed as an admission by Defendant of any liability or obligation to Plaintiff, any Aggrieved Employee, and/or the LWDA. Defendant specifically denies owing any further liability or obligation to anyone.
5. Agreement Jointly Prepared. The Parties and their attorneys have reviewed this Agreement and have had a full opportunity to negotiate its terms. Accordingly, the Parties expressly waive the rule of construction that ambiguities should be construed against the drafter of an agreement. The language in all parts of this Agreement will be construed as a whole, according to its fair meaning.
6. Non-Evidentiary Use. Neither the fact of this Agreement, the terms of this Agreement, nor any order or action pursuant thereto may be referred to, relied upon, cited, or used as evidence by either Party, any Aggrieved Employee, or their respective counsel.

However, nothing contained in this paragraph will prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

7. Amendment or Modification. Unless otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by counsel for the Parties.

8. Authorization to Enter Into Agreement. Each individual signing this Agreement warrants that he/she/they has/have the authority and is/are authorized to enter into this Agreement on behalf of the Party for which that individual signs.

9. Advice of Counsel. The Parties are represented by counsel, and each has had an opportunity to consult with counsel before signing this Agreement. The Parties agree this Agreement reflects their good faith compromise of the claims raised in the Action, based on their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

10. Assignment. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, any Aggrieved Employee, Plaintiff's Counsel, or Defendant's Counsel without the express written consent of each Party and his/its respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties to this Agreement, the Released Parties, the LWDA, and the Aggrieved Employees, and will not be construed to confer any right or to avail any remedy to any other person.

11. Governing Law. This Agreement will be governed, construed, and interpreted in accordance with the laws of the State of California, without regard to that State's choice of law principles.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the Action, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein. This Agreement, once it is fully executed, supersedes and any and all prior agreements between the Parties, whether written or oral.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, all of which taken together will constitute one and the same document. In addition, facsimile and electronic signatures will have the same force and effect as original signatures.

14. Cooperation. The Parties will cooperate fully with one another and will use their best efforts to consummate the Agreement and cause the Court to enter an order and Judgment as described herein. No Party to this Agreement will seek to evade his/its good faith obligations to seek approval and implementation of the Agreement by virtue of any ruling, order,

or other development, whether in the Action, in any other litigation, or otherwise that hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect to any claims or defenses of their relative bargaining power with respect to negotiating.

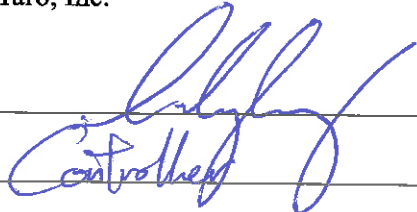
**THE UNDERSIGNED ACKNOWLEDGE THAT EACH (A) HAS READ THIS AGREEMENT, (B) ACCEPTS AND AGREES TO THIS AGREEMENT AND ALL OF ITS PROVISIONS, AND (C) EXECUTES THIS AGREEMENT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.**

Dated: 17/12/24

  
Andrea Campos (Dec 17, 2024 13:04 PST)  
Andrea Campos

Dated: 12/21/2024

Lucky Taro, Inc.

By: 

Its: 

## **Exhibit 1**

# PETRONELLI

## LAW GROUP

295 Redondo Ave., Suite 201 | Long Beach, CA 90803  
Tel: (888) 855-3670 | Fax: (888) 449-9675  
www.petronellilaborlaw.com

March 10, 2023

California Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, CA 94612

Via Online Submission

### PAGA NOTICE

Re: Andrea Campos v. Lucky Taro, Inc.

Dear PAGA Administrator:

We represent Andrea Campos ("Plaintiff"). Pursuant to Labor Code § 2699.3(a), we are providing the following written notice that Plaintiff's former employer Lucky Taro, Inc. and its owners, directors, officers, and managers (collectively "Defendants") are in violation of various provisions of the California Labor Code. Plaintiff intends on filing a complaint against Defendants in the Superior Court of California – County of Los Angeles pursuant to Labor Code § 2699 on behalf of himself and all non-exempt and/or hourly employees who worked for Defendants in California within four years prior to filing of the complaint ("Aggrieved Employees").

Defendants deliver produce to companies throughout the State of California. Defendants employ hundreds of non-exempt employees throughout California that serve as warehouse workers, loaders, drivers, non-exempt managers and other miscellaneous positions. Defendants employed Plaintiff as a non-exempt driver from approximately November 2022 through February 24, 2023. Plaintiff was a W-2 employee and was paid approximately \$18.00/per hour for the work he performed for Defendants.

### Violations of Labor Code §§ 201, 202, 203, 204, 226.7, 510, 512, 558, and 1198

Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and others similarly situated were denied their right to overtime compensation and earned wages. Specifically, Plaintiff and others were denied overtime pay when they worked in excess of 8 hours per day and 40 hours per week. Plaintiff and other aggrieved employees were not paid double time for all hours worked in excess of 12 hours per day or on the seventh consecutive day of work.

Plaintiff and Aggrieved Employees were also denied their meal and rest breaks and were not paid penalty premiums for missed breaks. Defendant failed entirely to provide Plaintiff and Aggrieved Employees with required rest breaks and failed to provide duty-free 30 minute meal breaks before the 6<sup>th</sup> hour of work, and failed entirely to provide a second meal break for shifts over 10 hours.

As a result of Defendant's failure to pay overtime and double time wages and failure to pay meal and rest break premiums, Plaintiff and Aggrieved employees were denied their rightful wages in lawful intervals in violation of Labor Code § 204, were denied their rightful wages in full upon termination in violation of Labor Code §§ 201, 202, and 203, and were denied their rights to overtime and double time wages in violation of Labor Code § 510 and 1198.

Defendants also failed to accurately record Plaintiff and Aggrieved Employees' meal periods, if any, as required by Labor Code §§ 1174(d), 1198 and California Code of Regulations, Title 8, section 11070 (IWC Wage Order).

#### **Violation of Labor Code §§ 226**

Defendant denied Plaintiff and Aggrieved Employees their right to accurate wage statements pursuant to Labor Code § 226 by failing to accurately state the hours worked, the accurate hourly rate for each hour worked, and the total hours and wages earned. Defendants have intentionally and willfully failed to provide Plaintiff and Aggrieved Employees with complete and accurate wage statements. As a result of their violation of the California Labor Code, Defendants failed to timely pay Plaintiff and Aggrieved Employees for all wages and penalties owed to them upon termination. Plaintiff and Aggrieved Employees did not receive their final paychecks timely, and the final paychecks did not include all wages and penalties owed to them.

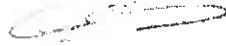
Defendants are in violation of the following Labor Code provisions:

1. California Labor Code §§ 510 and 1198 (Unpaid Overtime);
2. California Labor code §§ 201, 202, and 203 (Wages Not Timely Paid Upon Termination);
3. California Labor Code § 204 (Wages Not Timely Paid During Employment);
4. California Labor Code § 226(a) (Non-compliant Wage Statements);
5. California Labor Code §§ 226.7, 512, and 558 (Missed Meal Periods and Rest Breaks);
6. California Labor Code §§ 558 (Unpaid Wages);
7. California Labor Code § 1198 (Standard Conditions of Labor); and
8. California Labor Code § 1174(d) (Failure to Maintain Records).

//

Pursuant to Labor Code § 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants by certified mail.

Very truly yours,



Christian J. Petronelli, Esq.  
Mitchel Vanderpool, Esq.  
PETRONELLI LAW GROUP, PC

CC: VIA CERTIFIED MAIL

Kimheng Lao  
3385 Leonis Blvd.  
Vernon, Ca 90058  
Agent for Service of Process for Lucky Taro, Inc.

Tracking Number: 7022 0410 0000 3166 6180

Petronelli Law Group, PC

295 Redondo Ave., Suite 201  
Long Beach, CA 90803

888.855.3670  
[www.petronellilaborlaw.com](http://www.petronellilaborlaw.com)

# Settlement Agreement (PAGA) FINAL

Final Audit Report

2024-12-17

|                |                                             |
|----------------|---------------------------------------------|
| Created        | 2024-12-17                                  |
| By             | Jennifer Reyes (jennifer@petronellilaw.com) |
| Status         | Signed                                      |
| Transaction ID | CBJCHBCAABAAEpWo7zHOImY5uLmOEmC2G0az_XBdBkK |

## "Settlement Agreement (PAGA) FINAL" History

-  Document created by Jennifer Reyes (jennifer@petronellilaw.com)  
2024-12-17 - 8:59:39 PM GMT- IP address: 172.58.208.144
-  Document emailed to Andrea Campos (thor061190@gmail.com) for signature  
2024-12-17 - 8:59:47 PM GMT
-  Email viewed by Andrea Campos (thor061190@gmail.com)  
2024-12-17 - 9:00:00 PM GMT- IP address: 66.249.84.70
-  Document e-signed by Andrea Campos (thor061190@gmail.com)  
Signature Date: 2024-12-17 - 9:04:55 PM GMT - Time Source: server- IP address: 172.56.232.115
-  Agreement completed.  
2024-12-17 - 9:04:55 PM GMT



Adobe Acrobat Sign

# EXHIBIT “B”

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# PETRONELLI

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## LAW GROUP

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295 Redondo Ave., Suite 201 | Long Beach, CA 90803

Tel: (888) 855-3670 | Fax: (888) 449-9675

www.petronellilaborlaw.com

March 10, 2023

California Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, CA 94612

Via Online Submission

### PAGA NOTICE

Re: Andrea Campos v. Lucky Taro, Inc.

Dear PAGA Administrator:

We represent Andrea Campos ("Plaintiff"). Pursuant to Labor Code § 2699.3(a), we are providing the following written notice that Plaintiff's former employer Lucky Taro, Inc. and its owners, directors, officers, and managers (collectively "Defendants") are in violation of various provisions of the California Labor Code. Plaintiff intends on filing a complaint against Defendants in the Superior Court of California – County of Los Angeles pursuant to Labor Code § 2699 on behalf of himself and all non-exempt and/or hourly employees who worked for Defendants in California within four years prior to filing of the complaint ("Aggrieved Employees").

Defendants deliver produce to companies throughout the State of California. Defendants employ hundreds of non-exempt employees throughout California that serve as warehouse workers, loaders, drivers, non-exempt managers and other miscellaneous positions. Defendants employed Plaintiff as a non-exempt driver from approximately November 2022 through February 24, 2023. Plaintiff was a W-2 employee and was paid approximately \$18.00/per hour for the work he performed for Defendants.

### **Violations of Labor Code §§ 201, 202, 203, 204, 226.7, 510, 512, 558, and 1198**

Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and others similarly situated were denied their right to overtime compensation and earned wages. Specifically, Plaintiff and others were denied overtime pay when they worked in excess of 8 hours per day and 40 hours per week. Plaintiff and other aggrieved employees were not paid double time for all hours worked in excess of 12 hours per day or on the seventh consecutive day of work.

Plaintiff and Aggrieved Employees were also denied their meal and rest breaks and were not paid penalty premiums for missed breaks. Defendant failed entirely to provide Plaintiff and Aggrieved Employees with required rest breaks and failed to provide duty-free 30 minute meal breaks before the 6<sup>th</sup> hour of work, and failed entirely to provide a second meal break for shifts over 10 hours.

As a result of Defendant's failure to pay overtime and double time wages and failure to pay meal and rest break premiums, Plaintiff and Aggrieved employees were denied their rightful wages in lawful intervals in violation of Labor Code § 204, were denied their rightful wages in full upon termination in violation of Labor Code §§ 201, 202, and 203, and were denied their rights to overtime and double time wages in violation of Labor Code § 510 and 1198.

Defendants also failed to accurately record Plaintiff and Aggrieved Employees' meal periods, if any, as required by Labor Code §§ 1174(d), 1198 and California Code of Regulations, Title 8, section 11070 (IWC Wage Order).

### **Violation of Labor Code §§ 226**

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Defendants are in violation of the following Labor Code provisions:

1. California Labor Code §§ 510 and 1198 (Unpaid Overtime);
2. California Labor code §§ 201, 202, and 203 (Wages Not Timely Paid Upon Termination);
3. California Labor Code § 204 (Wages Not Timely Paid During Employment);
4. California Labor Code § 226(a) (Non-compliant Wage Statements);
5. California Labor Code §§ 226.7, 512, and 558 (Missed Meal Periods and Rest Breaks);
6. California Labor Code §§ 558 (Unpaid Wages);
7. California Labor Code § 1198 (Standard Conditions of Labor); and
8. California Labor Code § 1174(d) (Failure to Maintain Records).

//

Pursuant to Labor Code § 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants by certified mail.

Very truly yours,



Christian J. Petronelli, Esq.

Mitchel Vanderpool, Esq.

PETRONELLI LAW GROUP, PC

CC: VIA CERTIFIED MAIL

Kimheng Lao  
3385 Leonis Blvd.  
Vernon, Ca 90058  
Agent for Service of Process for Lucky Taro, Inc.

Tracking Number: 7022 0410 0000 3166 6180

EXHIBIT “C”



## PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

### Case Information

**Case Number:** LWDA-CM-941127-23  
**Plaintiff for PAGA Case:** Andrea Campos  
**Filer/Attorney for PAGA Case:** Christian Petronelli  
**Law Firm for PAGA Plaintiff:** Petronelli Law Group PC  
**Employer:** Lucky Taro, Inc.  
**Date Case Received:**  
**Filer for Employer:**  
**Employer Filer Firm:**  
**Court Type:** California Superior Courts  
**Court Name:** Los Angeles County Superior Court  
**PAGA Court Case Number:** 23STCV11801  
**Violation Type:**  
**Related BOFE Case:**

### Attachments

| Attachment Name                                                             | Description                                      | Date Submitted     | Type            |
|-----------------------------------------------------------------------------|--------------------------------------------------|--------------------|-----------------|
| Court Complaint Submitted on 12/30/2024 09:51:54 AM by Christian Petronelli | Campos_Full PAGA Complaint- FILED (05242023).pdf | 12/30/2024 5:51 PM | Court Complaint |
| PAGA Notice Submitted on 03/10/2023 10:45:44 AM by Christian Petronelli     | Campos_PAGA Notice FINAL (3.10.2023).pdf         | 3/10/2023 6:46 PM  | PAGA Notice     |

EXHIBIT “D”



Add Expense

Date Range: All time

|                 |                 |                 |                 |                 |
|-----------------|-----------------|-----------------|-----------------|-----------------|
| Total           | Billable        | Non-Billable    | Invoiced        | Un-Invoiced     |
| \$1,731.50      | \$1,731.50      | \$0.00          | \$0.00          | \$1,731.50      |
| 9.00 expense(s) | 9.00 expense(s) | 0.00 expense(s) | 0.00 expense(s) | 9.00 expense(s) |

| DATE         | ACTIVITY         | QUANTITY | COST       | DESCRIPTION                                                              | TOTAL      | INVOICE STATUS | USER                 |
|--------------|------------------|----------|------------|--------------------------------------------------------------------------|------------|----------------|----------------------|
| Sep 13, 2023 | One Legal Filing | 1.0      | \$20.74    | Opposition and Declaration re Motion for Stay Filed.                     | \$20.74    | Open           | Jennifer Reyes       |
| Sep 1, 2023  | One Legal Filing | 1.0      | \$19.71    | Case Management Statement.                                               | \$19.71    | Open           | Jennifer Reyes       |
| Jun 13, 2023 | One Legal Filing | 1.0      | \$17.66    | Proof of Personal Service filed.                                         | \$17.66    | Open           | Jennifer Reyes       |
| Jun 13, 2023 | One Legal        | 1.0      | \$112.22   | Substitute Service-Company - LUCKY TARO, INC., a California Corporation. | \$112.22   | Open           | Jennifer Reyes       |
| May 30, 2023 | Cost             | 1.0      | \$1,000.00 | Complex filing fee                                                       | \$1,000.00 | Open           | Christian Petronelli |
| May 25, 2023 | One Legal Filing | 1.0      | \$465.49   | Plaintiff's full filed complaint filed.                                  | \$465.49   | Open           | Jennifer Reyes       |
| Mar 10, 2023 | Cost             | 1.0      | \$75.00    | PAGA Fee                                                                 | \$75.00    | Open           | Christian Petronelli |
| Mar 10, 2023 | Certified Mail   | 1.0      | \$10.20    | PAGA Notice mailed.                                                      | \$10.20    | Open           | Jennifer Reyes       |
| Mar 1, 2023  | Certified Mail   | 1.0      | \$10.50    | Request for Personnel File mailed via certified mail.                    | \$10.50    | Open           | Jennifer Reyes       |

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