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Attorneys for Plaintiff MARQUITA N. WOOLDRIDGE,
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

MARQUITA N. WOOLDRIDGE, on behalf of
herself and current and former aggrieved
employees

Plaintiff,

vs.

AGVA, LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 23STCV13199

Related Case No.: 23STCV07309

PAGA ACTION

*[Assigned for All Purposes to the Hon. Theresa
M. Traber; Dept. 1]*

**DECLARATION OF PAOLO
POLICASTRO IN SUPPORT OF
PLAINTIFF'S MOTION FOR APPROVAL
OF PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT**

*[Filed concurrently with the Plaintiff's Notice of
Motion and Motion for Approval of Private
Attorneys General Act Settlement; Declaration
of Marquita N. Wooldridge; [Proposed] Order]*

Hearing Information:

Date: March 6, 2026

Time: 10:30 a.m.

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DECLARATION OF PAOLO POLICASTRO

I, Paolo Policastro, declare:

1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimian, LLP, Counsel for Plaintiff MARQUITA N. WOOLDRIDGE ("Plaintiff") in this action, and I am an attorney assigned to work on this case. Based on my assignment to this case and familiarity with the file and action in this matter, I have personal knowledge of the matters stated herein, and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of all State Courts of California and of the Central and Southern District Courts of California.

2. This Declaration is submitted in support of Plaintiff's Motion for Approval of Private Attorneys General Act Settlement.

EXPERIENCE OF COUNSEL

3. The attorneys at our office are experienced and qualified to evaluate the PAGA claims and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. The Partner of the firm who was lead counsel on this matter, Mr. Joseph Lavi, has been practicing law for over 20 years. Mr. Lavi graduated from Loyola Law School in 2000 and has been practicing since that time. Mr. Lavi and other members of my firm have almost exclusively practiced in the area of labor and employment law. Mr. Lavi has handled numerous cases in all aspects of employment and labor law, including state and federal class actions, including wrongful termination, retaliation, and harassment actions. Mr. Lavi has tried both labor and employment cases in State and Federal court, and has argued before various Courts of Appeals, on employment issues such as the validity of Arbitration Agreements, Application of Res Judicata in class action cases, as well as other employment issues. Mr. Lavi has also been a panelist and/or speaker for various Employment Law Continuing Legal Education Panels on issues of employment law trials, how to proceed and conduct trials, as well as proving and winning punitive damages. Mr. Lavi has

1 also been named a Southern California Super Lawyer in the area of Plaintiff's employment
2 litigation- class action from 2011-2025. Mr. Lavi has been approved as class counsel by both
3 federal and state Courts. Mr. Lavi, myself, and the other attorneys at Lavi & Ebrahimián who are
4 available to assist us in this case, if needed, are fully capable of adequately and fairly representing
5 Plaintiff and the proposed class in this matter. Lavi & Ebrahimián, LLP, has been appointed Class
6 Counsel in over fifty contested proceedings, including the following:

7 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court
8 Case No. BC343535;

9 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.
10 BC369846;

11 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central
12 District of California, Case No. CV-07-3678-ABC;

13 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los
14 Angeles Superior Court Case No. BC380996;

15 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior
16 Court Case No. BC383266;

17 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior
18 Court Case No. RG 0265835;

19 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
20 05CECG02189;

21 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,
22 Central District of California, Case No. CV08-06691 SVW (PLA);

23 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court
24 Case No. BC342588;

25 j. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
26 BC374816;

27 k. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.

1 BC378990;

2 l. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
3 District of California, Case No. CV07-3237-DDP (PLAX);

4 m. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
5 BC410322;

6 n. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
7 No. BC412315;

8 o. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
9 BC397208;

10 p. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
11 BC399431;

12 q. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
13 37-2009-00103626-CU-OE-CTL;

14 r. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
15 BC451148;

16 s. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,
17 Central District of California, Case No. CV 10-8916 DDP (CWx);

18 t. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
19 Superior Court Case No. BC432406;

20 u. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central
21 District of California, Case No CV-10-02315-JEM;

22 v. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
23 Court Case No. BC462603;

24 w. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior
25 Court Case No. BC452570;

26 x. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
27 00366952-CU-OE-VTA;

1 y. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
2 No. BC421009;
3 z. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
4 1341987;
5 aa. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
6 Case No. BC425708;
7 bb. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
8 No. BC436879;
9 cc. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
10 RIC10020183;
11 dd. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.
12 BC411849;
13 ee. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
14 BC411134;
15 ff. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior
16 Court Case No. 30-2011-0044011-CU-OE-CXC;
17 gg. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
18 District of California, Case No. CV 10-0415 ODW (FMOx)
19 hh. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.
20 BC443792;
21 ii. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.
22 BC451489;
23 jj. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court
24 Case No. CV 10-0968-PSG-FMOX;
25 kk. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case
26 No. BC425799;
27 ll. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior
28

1 Court Case No. BC446744;

2 mm. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.
3 BC456420;

4 nn. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District
5 Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);

6 oo. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.
7 BC436793;

8 pp. *Santos v. Noble Management Group-California, LLC*, United States District
9 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

10 qq. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior
11 Court Case No. 30-2011-00473505;

12 rr. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court
13 Case No. BC436235;

14 ss. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.
15 BC451490;

16 tt. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
17 RG10523946;

18 uu. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of
19 California, Case No. CV 11-09543 DSF (MRWx);

20 vv. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-
21 2011-00518396-CU-OE-CXC;

22 ww. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
23 District of California, Case No. CV 10-0415 ODW (FMOx);

24 xx. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case
25 No. BC320172;

26 yy. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No.
27 BC361380;

1 zz. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case
2 No. BC357987.

3 4. Mr. Lavi and I, and the other attorneys at the firm, made every effort to litigate this
4 action in an efficient and cost-effective manner. Given his years of experience, his trial and
5 appellate experience, and the focus of his practice, if Mr. Lavi were to charge for his type of work
6 by the hour, his current hourly rate would be \$1,000 per hour. My hourly rate would be \$675 per
7 hour. This rate is the firm's current billing rate and is supported by the extensive and specialized
8 experience in these types of cases and the recognized expertise described. I have personal
9 knowledge of the hourly rates charged by other attorneys with comparable experience to both Mr.
10 Lavi's and mine. Based on that information, I believe that my rates are fully consistent with the
11 market rate for attorneys with comparable expertise, experience, and qualifications. Based on the
12 information I have, I believe that our rates are reasonable and appropriate fees for Los Angeles
13 attorneys with comparable expertise, experience, and qualifications. Additionally, Defense counsel,
14 Martin Law Firm, PC are extremely well-regarded and respected employment defense counsel.
15 Counsel on both sides share the view—endorsed by a highly experienced wage-and-hour class
16 action mediator—that this is a fair and reasonable settlement in light of the complexities of the case,
17 the state of the law, and uncertainties of class certification and litigation, and the benefit the
18 settlement confers on the class.

19 5. The attorneys at our law firm and I have performed substantial work and diligently
20 investigated and prosecuted this case to a successful conclusion. Plaintiff's Counsel believes this
21 settlement to be fair, reasonable, and adequate.

22 6. Based upon my experience and after factoring in the risks explained below, I believe
23 that the proposed settlement is fair and reasonable. As such and for the reasons set forth below, I
24 believe that the Parties' proposed PAGA Settlement should be approved.

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PROCEDURAL AND FACTUAL HISTORY

7. Plaintiff worked as an hourly non-exempt certified nurse assistant from approximately June 16, 2021, to October 15, 2022. Defendant AGVA, LLC is a skilled nursing facility located in Los Angeles County. Based on informal discovery produced by Defendant prior to mediation, there were approximately 269 non-exempt hourly employees who worked for the Defendant from April 4, 2022, through January 19, 2024.

8. On April 4, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) to notify the LWDA pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for violations of the Labor Code.

9. On June 9, 2023, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (“PAGA”) for the following claims against Defendants: (1) Failure to Pay for all hours worked at the legal minimum wage; (2) Failure to pay for overtime hours worked at the overtime rate of pay; (3) Failure to provide legally required and compliant meal periods; (4) Failure to provide legally required and compliant rest periods; (5) Failure to pay earned wages during employment; (6) Failure to provide complete and accurate wage statements; (7); Failure to pay employees all wages due at time of termination/resignation.

10. At all times, Defendant has denied the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

11. On May 2, 2024, Plaintiff and Defendant participated in an all-day mediation presided over by Monique Ngo-Bonnici, Esq. The Parties did not reach a settlement at the conclusion of the mediation. However, the mediator later issued a proposal related to settlement, which the Parties accepted on May 19, 2025, as memorialized herein. Plaintiff and Plaintiff’s Counsel concluded—after considering the sharply disputed factual and legal issues involved on the PAGA claims, the risks attending further prosecution, and the benefits to be received pursuant to the compromise and

1 settlement of the action as set forth in the agreement—that settlement was in the best interest of the
2 representative Plaintiff, the LWDA, and the aggrieved employees and is fair and reasonable and
3 furthers the purpose of the PAGA to enforce the Labor Code.

4 12. In preparation for mediation, Plaintiff obtained, through informal discovery, time
5 records, payroll records; wage statements; employee handbooks; corporate policies; including those
6 relating to timekeeping, meal and rest periods, overtime, compensation, wage statements, and
7 reimbursement of incurred expenses; and information relating to the size and scope of Aggrieved
8 Employees, as well as data permitting Plaintiff to fully understand the nature and scope of the
9 allegations in the Operative Complaint, including approximately 20% of time and wage records which
10 were analyzed by Plaintiff’s Counsel. Based on the foregoing data and on their own independent
11 investigation and evaluation, Plaintiff’s Counsel is of the opinion that the settlement with Defendant for
12 the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
13 adequate and is in the best interest of the LWDA and PAGA Employees in light of all known facts and
14 circumstances, including the risk of significant delay, uncertainty associated with litigation, various
15 defenses asserted by Defendants, and potential appellate issues. Defendant and counsel for Defendant
16 also agree that the Settlement is fair.

17 13. The Parties have undertaken reasonable investigation of the facts and law during the
18 pendency of this action. Plaintiff’s Counsel diligently conducted and pursued an investigation of the
19 PAGA claims against Defendant, including research of the applicable law and the potential defenses
20 and review of relevant documents. Plaintiff obtained directly relevant data including Defendant’s
21 written policies related to the claims at issue in Plaintiff’s Complaint. Plaintiff also received the
22 number of aggrieved employees and sampling of payroll data for Defendant’s potentially aggrieved
23 employees during the PAGA Period.

24 14. Thereafter, the Parties negotiated and finalized the terms of a settlement
25 memorialized in a long-form PAGA Settlement Agreement. A true and correct copy of the fully
26 executed PAGA Settlement Agreement (“Settlement”) is attached as **EXHIBIT 1.**

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1 served by a voluntary settlement in which each side gives ground in the interest of avoiding
2 litigation” (Wershba, 91 Cal.App.4th at 250.)

3 19. In evaluating the reasonableness of the Settlement in this case, our office
4 thoroughly evaluated the merits of this case and considered the nature and purpose of PAGA as
5 well as comparable PAGA settlements reached by our firm, and those obtained by other firms.

6 20. As consideration for this settlement, Defendant will fund a non-reversionary,
7 common fund settlement of \$105,000.00 (the “Settlement Amount”), which includes: payment to
8 the California Labor and Workforce Development Agency (“LWDA”) and the aggrieved
9 employees, attorneys' fees and costs, and settlement administration costs.

10 21. To evaluate a settlement, the trial court must receive "basic information about the
11 nature and magnitude of the claims in question and the basis for concluding that the consideration
12 being paid for the release of those claims represents a reasonable compromise." (See *Kullar v.*
13 *Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.) In evaluating the reasonableness of
14 the Settlement in this case, our office thoroughly evaluated the merits of this case and considered
15 the nature and purpose of PAGA as well as comparable PAGA settlements reached by our firm,
16 and those obtained by other firms.

17 22. Here, the Gross Settlement Amount is appropriate in light of the underlying
18 principles of PAGA, i.e., “to ensure that settlements involving penalties arising out of Labor Code
19 Section 2699 do not undercut the dual statutory purposes of punishment or deterrence, or result in
20 unjust, arbitrary, and oppressive, or confiscatory settlements.” (See July 29, 2004 Letter by
21 Senator Dunn to the President Pro Tem of the Senate Re SB 1809). The non-reversionary
22 Settlement Amount of \$105,000.00 represents an excellent recovery that is large enough to
23 achieve PAGA’s purposes. The proposed Settlement provides a fair and reasonable monetary
24 recovery for the LWDA and the Aggrieved Employees in the face of hotly disputed claims.

25 23. The Net Settlement Amount is for the payment of civil penalties under PAGA. The
26 Net Settlement Amount shall be allocated for payment of civil penalties and shall be distributed
27 75% to the LWDA and 25% to the aggrieved employees. Lab. Code §2699 former subd. (i) [civil

1 penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the
2 [LWDA] ...; and 25 percent to the aggrieved employees]. Plaintiff estimates a Net Settlement
3 Amount of approximately \$39,433.64. Plaintiff estimates the LWDA will receive approximately
4 \$29,575.23 ($\$39,433.64 \times .75$ to LWDA = \$29,575.23), and Plaintiff estimates \$9,858.41 will be
5 distributed pro rata to the aggrieved employees based on the number of pay periods worked during
6 the PAGA Period ($\$39,433.64 \times .25$ = \$9,858.41])

7 24. Based on the informal discovery produced by Defendant, prior to mediation for the
8 dates of April 4, 2022, through January 19, 2024, Defendant employed approximately 269
9 aggrieved employees over the course of approximately 5,521 pay periods. Based on the data, the
10 maximum exposure for the PAGA claim amounted to approximately \$5,701,250.00, which
11 assumes that a violation for each claim could be proven during each pay period and application of
12 subsequent violation penalties. As discussed below, this degree of exposure is unlikely to be
13 proven, and even if proved, significantly more than is likely to be awarded or recovered. This
14 amount was calculated based on the PAGA penalty calculations as follows:

15 **Failure to Pay Minimum and Overtime Wages for All Hours Worked:**

16 25. In the PAGA exhaustion letter to the LWDA, as well as the Complaint, Plaintiff
17 alleged since the COVID-19 pandemic, Plaintiff and similarly situated employees were required
18 to line up to wait to undergo and undergo off-the-clock COVID-19-related medical screenings,
19 including temperature checks and COVID-19-related medical questionnaires prior to being
20 permitted to clock-in for their start shifts. Defendant also failed to include all remuneration
21 including, but not limited to, for example “emergency pay” when calculating Plaintiff’s and other
22 current and former aggrieved California-based hourly non-exempt employees’ regular rate of
23 compensation for the purpose of calculating overtime wages.

24 26. Based on Plaintiff’s expert’s analysis of the data provided by Defendants,
25 Defendant employed approximately 269 current and former employees over the course of
26 approximately 5,521 pay periods. Therefore, Defendant’s estimated maximum PAGA exposure
27 for this claim amounts to **\$1,077,300.00** which assumes that a violation for each claim could be
28 proven during each pay period.

27. This amount was calculated based on the PAGA penalty calculation formula - (Initial violation penalty x total number of employees in the one-year period) + (subsequent violation penalty x [total number of pay periods in the one-year period – total number of employees in the one-year period]) as follows: (269 employees X \$100 initial violations = \$26,900.00) + ([5,521 pay periods - 354 employees = \$5,252.00] X \$200/subsequent violations = \$1,050,400.00) = **\$1,077,300.00**.

Failure to Provide All Meal Periods Pursuant to Labor Code Sections 226.7 and 512:

28. Plaintiff alleged that Defendant failed to provide Plaintiff and similarly situated employees with timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked. Defendant also failed to include all remuneration, including, but not limited to, for example, “emergency pay” when calculating Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’ regular rate of compensation for the purpose of calculating meal period premium wages.

29. Defendant’s PAGA exposure for this claim amounts to **\$1,077,300.00**. This amount was calculated as follows: (\$100 initial violations X 269 employees = \$26,900.00) + (\$200/subsequent violations X [5,521 pay periods – 269 employees = 5,252.00]) = \$1,050,400.00) = **\$1,077,300.00**. [Penalty Amounts set by Lab. Code, § 2699, former subd. (f)(2).]

Failure to Provide All Rest Periods Pursuant to Labor Code Section 226.7:

30. Plaintiff alleged that Defendant required her and similarly situated employees to remain on the premises during their rest periods, resulting in rest periods that were not duty-free. Additionally, Defendant failed to include all remuneration, including, but not limited to, for example, “emergency pay” when calculating Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’ regular rate of compensation for the purpose of calculating rest period premium wages.

31. Defendant’s PAGA exposure for this claim amounts **\$1,077,300.00**. This amount was calculated as follows: (\$100 initial violations X 269 employees = \$26,900.00) +

1 (\$200/subsequent violations X [5,521 pay periods – 269 employees = 5,252]) = \$1,050,400.00) =
2 \$1,077,300.00. [Penalty Amounts set by Lab. Code, § 2699, former subd. (f)(2).]]).

3 **Failure to Timely Pay Earned Wages During Employment Pursuant to Labor**

4 **Code Section 204:**

5 32. Based on the foregoing allegations, Plaintiff alleged that Defendant failed to timely
6 pay Plaintiff and the aggrieved class their earned wages including minimum wage, overtime wages,
7 meal period premium wages and rest period premium wages. Therefore, the Defendant's maximum
8 exposure for this claim amounted to **\$1,077,300.00**. This was calculated as follows: (\$100 initial
9 violations X 269 employees = \$26,900.00) + (\$200/subsequent violations X [1,521 pay periods –
10 269 employees = \$5,252]) = \$1,050,400.00) = **\$1,077,300.00**. [Penalty Amounts set by Lab. Code §
11 210.]

12 **Failure to Provide Complete and Accurate Wage Statements or Maintain**

13 **Accurate Records Pursuant to Labor Code Section 226:**

14 33. Based on the foregoing allegations, Plaintiff alleged Defendant failed to provide
15 complete and accurate wage statements based on all minimum wages, overtime wages, meal and
16 rest period premiums owed, which were not reflected in the wage statements. Therefore,
17 Defendant's maximum exposure for this claim amounted to **\$1,380,250.00**. This amount was
18 calculated as follows: 5,521 pay periods X \$250 = **\$1,380,250.00**. [Penalty Amounts set by Lab.
19 Code, § 226.3.]

20 **Failure to Timely Pay All Wages After Separation of Employment Pursuant to**

21 **Labor Code Sections 201 and 202:**

22 34. As a result of the foregoing allegations of wage, meal period, and rest period
23 violations above, Plaintiff alleged that Defendant failed to timely pay all wages to employees
24 following separation of employment by not paying employees for all time worked and for failing to
25 pay meal and rest period premiums owed. Plaintiff estimated **\$11,800.00** in civil penalties for this
26 claim (approximately 118 former employees, as of the date that Defendant provided information
27 prior to mediation, x \$100 for violation at termination = **\$11,800.00**).

Defendant's Defenses to Plaintiff's Claims:

35. Defendant would argue that Plaintiff is not entitled to recover PAGA penalties at the subsequent violation rate of \$200 per pay period. California's appellate courts have held that "[u]ntil the employer has been notified that it is violating a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the employer cannot be presumed to be aware [of the violation]" and therefore, until a Court or the Commissioner issues a finding of a violation, the initial \$100 violation rate applies for each pay period in which the alleged violation occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209; *accord Amalgamated Transit Union Local 1309 v. Laidlaw Transit Service, Inc.* (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 ("[u]nder California law, courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code").

36. Plaintiff understood Defendant's position to be, using the most recent court of appeal decision on the topic of evaluating the value of a PAGA claim (*Carrington v. Starbucks, supra*) (i.e. unstacked at \$100.00 per pay period X 5,521 pay periods at issue), that it is likely Defendant's maximum exposure is actually only \$552,100.00. Defendant could argue that this Court would use the *Carrington* valuation as a ceiling for assessing PAGA penalties and that this amount (i.e., \$552,100.00. was its true "worst case scenario" exposure). As such, the settlement amount of \$105,000.00 is approximately 1.9% of the "worst case scenario" exposure. This exposure estimate presumes that the Court would not reduce the penalties available on an equitable basis below the \$100 per pay period estimate as in *Carrington*, where the Court further reduced the penalties to \$5 per pay period.

37. Practically speaking, if Plaintiff continued litigating this matter, the Plaintiff, LWDA, and employees potentially could have received nothing if the Court had agreed with Defendant's position, especially in light of the volatility of this area of law and the aforementioned defenses. The settlement is reasonable in light of the risks involved in this case—including the

1 prospect of a potential adverse summary adjudication ruling, defenses to the case, potential appeal,
2 and potential costs which could be forced on our client, if Plaintiff were not successful.

3 38. Plaintiff's Counsel is convinced that the proposed settlement is fair based on the
4 negotiations and a detailed knowledge of the issues present in this action. The length and risks
5 associated with a motion for summary adjudication, trial, and other normal perils of litigation have
6 impacted the value of the claims and were all weighed in reaching the proposed settlement. In light
7 of the above, the proposed Settlement is well within the range of reasonableness and should be
8 granted approval. Plaintiff believe that in providing employees with relief and obtaining penalties
9 for the LWDA, this settlement furthers the purpose of PAGA to enforce compliance with the Labor
10 Code and should be approved.

11 39. Accordingly, the Gross PAGA penalty payment is highly reasonable in light of the
12 risks and uncertainties associated with the PAGA claims in this case. The Settlement commits
13 Defendant to pay a sum large enough such that if it were assessed as a civil penalty by the Court or
14 the Labor Commissioner, it would serve to punish Defendant for alleged violations and to deter
15 such alleged conduct in the future. At the same time, in light of the alleged violations and defenses
16 thereto, it is not so large as to be unjust, oppressive, or confiscatory. Based upon the foregoing, the
17 proposed settlement is fair, reasonable, and in the best interest of the state of California and the
18 Aggrieved Employees.

19 **ATTORNEYS' FEES**

20 40. Plaintiff's counsel seeks \$36,750.00, thirty-five percent (35%) of the Gross
21 Settlement Amount, in fees for the time spent litigating this matter and reimbursement of expenses
22 of \$18,326.36 incurred in the prosecution of this action. The request is for fair compensation for
23 undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis

24 41. California state and federal courts have recognized that in actions creating a common
25 fund benefiting others as well as a plaintiff, an appropriate method for determining an award of
26 attorneys' fees is based on a percentage of the total value of benefits provided by the litigation.
27 (*Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 497-499, 503-506; *Serrano v. Priest* (1977)

20 Cal.3d 25, 34; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 577 F.2d 759, 769.) Such “fee spreading” assures that all those benefited by the litigation pay their fair share of obtaining the recovery. (*Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 26.)

42. In *Laffitte v. Robert Half Int’l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein Counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the California Supreme Court approved the use of the percentage of fund or common fund method to award one-third of the settlement amount or \$6,333,333.00 to Counsel for attorneys’ fees. The Court stated:

Whatever doubts may have been created by *Serrano III, supra*, 20 Cal.3d 25, [], or the Court of Appeal cases that followed, we clarify today that use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion. We join the overwhelming majority of federal and state courts in holding that when class action litigation established a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards Counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created. The recognized advantages of the percentage method - including relative ease of calculation, alignment of incentives between counsel and the class, a better approximation of market conditions in a contingency case, and the encouragement it provides counsel to seek an early settlement and avoid unnecessarily prolonging the litigation [] convince us the percentage method is a valuable tool that should not be denied our trial courts. (*Laffitte*, 1 Cal.5th at 503.)

43. Under the “common fund” doctrine, “a litigant or a lawyer who recovers a common fund for the benefit of persons other than herself or her client is entitled to a reasonable attorney’s fee from the fund as a whole.” (*Boeing*, 444 U.S. at 478.) The Supreme Court explained: “The doctrine rests on the perception that persons who obtain the benefit of a lawsuit without contributing to its costs are unjustly enriched at the successful litigants’ expense. Jurisdiction over the fund involved in the litigation allows a court to prevent this inequity by assessing attorney’s fees against the entire fund, thus spreading fees proportionately among those benefitted by the suit.” (*Id.*) Thus, the common fund doctrine ensures that each beneficiary of the settlement contributes proportionately to the payment of the attorneys’ fees recovered from monetary payments that the

1 prevailing party recovered in the lawsuit. (*Stanton v. Boeing* (9th Cir. 2003) 327 F.3d 938, 967,
2 citing *Wininger v. SI Mgmt. L.P.* (9th Cir. 2002) 301 F.3d 1115.)

3 44. In common fund cases, the percentage approach is preferable to the lodestar because:
4 (1) it aligns the interests of Counsel and absent class members; (2) it encourages efficient resolution
5 of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the
6 demands on judicial resources. (*Laffitte*, 1 Cal.5th at 486-487; see *Lealao*, 82 Cal.App.4th at 31 n.5
7 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373, 1375, 1378-79.)

8 45. A percentage of the common fund is appropriate here given that PAGA actions are
9 on behalf of a large number of aggrieved employees, similar to a class action. As noted above in
10 *Laffitte*, this method is preferred to the lodestar method. Plaintiff's counsel has been acting on
11 behalf of the aggrieved employees for a significant amount of time on a contingent fee basis and has
12 achieved a positive result for both the group of aggrieved employees and the State of California.
13 The settlement was reached quickly and efficiently, which has resulted in less of the Court's
14 resources being used to litigate the action. The lodestar (described below) is merely a cross-check
15 on the reasonableness of the percentage sought by Plaintiff's counsel.

16 46. Furthermore, California appellate courts, while not expressly announcing a
17 "benchmark," have instead found fees in the thirty-five percent (35%) range appropriate. (*See*,
18 *Laffitte II*, 1 Cal.5th at 506 (affirming award of 33% of the common fund); *Chavez v. Netflix, Inc.*
19 (2008) 162 Cal.App.4th 43, 66 n.11 (2008)("[e]mpirical studies show that, regardless whether the
20 percentage method or the lodestar method is used, fee awards in class actions average around one-
21 third of the recovery"); *Laffitte v. Robert Half Intern. Inc.* (2014) 180 Cal.Rptr.3d 136, 149 ("the
22 trial court's use of a percentage of 33 1/3 percent of the common fund is consistent with, and in the
23 range of, awards in other class action lawsuits.") Among other things, a 35% award is appropriate
24 because "the amount of attorney's fees typically negotiated in comparable litigation should be
25 considered in the assessment of a reasonable fee in representative actions Given the unique
26 reliance of our legal system on private litigants to enforce substantive provisions of law through
27 class ... actions, attorneys providing the essential enforcement services must be provided incentives

roughly comparable to those negotiated in the private bargaining that takes place in the legal marketplace, as it will otherwise be economic for defendants to increase injurious behavior." *Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 47 (emphasis added). Here, the legal marketplace for PAGA only settlements that result in a common fund provides for a fee award in the range of 35% (thirty-five percent).

47. A fee of \$36,750.00, which constitutes 35% of the gross settlement, is within the range of reasonableness. (See *Laffitte*, 1 Cal.5th at 503-504 [approving common fund method used for attorneys' request of one-third of settlement].) Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (See *In re Activision Sec. Litig.*, 723 F. Supp. at 1378.) Because Counsel's requested fee is reasonable and falls well within the historical range of attorney's fee awards under the common fund theory, the Court should approve the requested fees as reasonable pursuant to the common fund approach.

48. In a common fund settlement "[t]he lodestar method is merely a cross-check on the reasonableness of a percentage figure." (*Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1050, n.5.) In this case, consideration of Counsel's lodestar as a cross-check to the percentage figure also strongly supports the reasonableness of the requested fee award. The base amount is then adjusted in light of various factors. (*Serrano v. Priest*, 20 Cal.3d at 48.)

49. Plaintiff's Counsel has spent a considerable amount of time extensively investigating, researching, and litigating this matter, including but not limited to the following: reviewing Plaintiff's documents, speaking to Plaintiff, preparing the Notice to the LWDA, drafting and preparing the complaint, and legal research into the viability of Plaintiff's claims; reviewing and researching Defendant's responsive pleadings; reviewing data, records, and documents produced via informal discovery by Defendant prior to mediation; communicating with plaintiff, defense counsel, the mediator, and proposed settlement administrators; preparing for and attending mediation; preparing the settlement agreement and moving papers for approval; negotiating and corresponding with defendant's counsel in reaching the settlement at issue before the court; preparing and appearing for approval.

1 50. Counsel's total lodestar in this case as of the date of this motion is approximately
2 \$81,757.00, which exceeds the attorneys' fees requested and allocated in the settlement,
3 representing approximately a 0.45 multiple relative to the amount requested. (Policastro Dec. ¶¶
4 53-56.) Counsel's hourly rates are reasonable, Counsel's Hourly Rate are reasonable, Counsel's
5 hours spent are reasonable, and Plaintiff would even be entitled to a multiplier to account for the
6 successful result in this action and to compensate Plaintiff and her counsel for the contingent risk
7 inherent in the litigation and for the delay in receiving fees.

8 51. Mr. Lavi, Mr. Granberry, Mrs. Rodriguez and I, and other attorneys at Lavi &
9 Ebrahimian, made every effort to litigate this action in an efficient and cost-effective manner. Given
10 his years of experience, his trial and appellate experience, and the focus of his practice, if Mr. Lavi
11 were to change for his type of work by the hour, his current hourly rate would be \$1,000 per hour. If
12 Mr. Granberry were to do so, his current hourly rate would be \$750 per hour. Ms. Rodriguez and
13 my hourly rate would be \$675 per hour. The rates are warranted based on the extensive and
14 specialized experience in these types of cases and recognized expertise described herein. I have
15 personal knowledge of the hourly rates charged by other attorneys with comparable experience to
16 both Mr. Lavi's and mine. Based on that information, I believe that our rates are fully consistent
17 with the market rate for attorneys with comparable expertise, experience, and qualifications. Based
18 on the information that I have, I further believe that our rates are reasonable and appropriate fees for
19 Los Angeles attorneys with comparable expertise, experience, and qualifications.

20 52. Specifically, the rates are in line with California Courts' application of the Laffey
21 Matrix. (Ex. 4 [available at <http://www.laffeymatrix.com/see.html>].) California Courts have applied
22 the Laffey Matrix with adjustments to the specific California locality where the Counsel's office is
23 located based on "Locality Pay Tables." (*Syers Properties III, Inc. v. Rankin* (2014) 226
24 Cal.App.4th 691, 695-696 [affirming fee award based on Laffey Matrix with upward 9 percent rate
25 adjustment from D.C. area compared to San Francisco Bay Area based on Locality Pay Tables]; *In*
26 *re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d
27 912, 921-922 [using Laffey Matrix with upward adjustment of 9 percent for San Francisco based on

1 difference between D.C. Area 's +15.98 locality pay compared to San Francisco's +26.39 percent
2 locality pay differential from the federal courts' "Judiciary Salary Plan Pay Tables."].)

3 53. Here, Plaintiff's Counsel's office is located in Los Angeles County. For 2023, the
4 Locality Pay Tables state a 5.10 percent increase for the Los Angeles-Long Beach, CA area which
5 includes the following counties: Kern County, Los Angeles County, Orange County, Riverside
6 County, San Bernardino County, Santa Barbara County, and Ventura County. (Ex. 5, 6 [2023
7 Locality Pay Tables for Washington-Baltimore-Arlington and Los Angeles-Long Beach, CA
8 available at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/general-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/general-schedule/)
9 [schedule/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/general-schedule/)]); Ex. 7 [2023 Locality Pay Area Definitions defining counties within Los Angeles-Long
10 Beach, CA area available at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/locality-pay-area-definitions/)
11 [wages/2023/locality-pay-area-definitions/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2023/locality-pay-area-definitions/)].) Additionally, the 2023 Judiciary Salary Plan Pay
12 Tables, referred to in *In re HPL Techs., Inc.*, state employees in the Los Angeles and Long Beach,
13 CA area are paid 35.84 percent more than the General Schedule Base Pay Table. (Ex. 8, 9 [Judiciary
14 Salary Plan Pay Tables available at [http://www.uscourts.gov/careers/compensation/judiciary-salary-](http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates)
15 [plan-pay-rates](http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates)]; In applying the 5.10 percent locality increase for attorneys working in Kern
16 County, Los Angeles County, Orange County, Riverside County, San Bernardino County, Santa
17 Barbara County, and Ventura County over the Washington-Baltimore area stated in the Laffey
18 Matrix, the following are relevant rates: \$497 for attorneys 1-3 years, \$869 for attorneys 4 to 7 years
19 out of law school, \$882 for attorneys 8 to 10 years out of law school, \$996 for attorneys 11 to 19
20 years out of law school, and \$1,199 for attorneys 20 plus years out of law school.

21 54. Over the course of the litigation, I am informed that Mr. Lavi has spent at least 23
22 hours on this matter for a lodestar amount of at least \$23,000.00. His rate of \$1,000/hour is in line
23 with other partners out of law school and practicing for over 15 years in California, as indicated by
24 the 2014 and 2008 National Law Journal Survey

25 55. Over the course of the litigation, Vincent Granberry estimates that he has spent at
26 least 20 hours litigating this matter. Mr. Granberry has practiced and specialized in employment law
27 since graduating from law school in 2010. If Mr. Granberry were to charge a rate for this type of

1 work by the hour, given his experience and the focus of his practice, his current hourly rate would
2 be \$750 per hour for a lodestar amount of at least \$15,000.00.

3 56. Throughout the course of this litigation, Mrs. Rodriguez estimates she has spent at
4 least 45 hours litigating this matter. Mrs. Rodriguez graduated from Southwestern Law School in
5 2019 and has been in practice since 2020. If Mrs. Rodriguez were to charge a rate for this type of
6 work by the hour, given her experience, her current hourly rate would be \$675 per hour.
7 Accordingly, Mrs. Rodriguez's unadjusted lodestar in this matter is \$30,375.00 (36 x \$675 =
8 \$30,375.00).

9 57. To date, I have spent approximately 29 hours working on the matter. I graduated
10 from Loyola Law School in 2022 and have been practicing law in California since 2024. Given my
11 experience, if I were to charge for my type of work by the hour, my rate would be \$675 per hour.
12 My unadjusted lodestar amount to date is at least \$19,575.00.

13 58. Therefore, collectively counsel's lodestar amounts to \$87,950.00, which exceeds the
14 attorneys' fees requested and allocated in the settlement and represents a multiplier for Lavi &
15 Ebrahimian, LLP, of approximately 0.41. Attorneys at Lavi & Ebrahimian, LLP have spent at least
16 108 hours on this matter. Counsel's hourly rates are reasonable, Counsel's hours spent are
17 reasonable, and Plaintiff would even be entitled to a 2.0 multiplier to account for the successful
18 result in this action and to compensate Plaintiff and their counsel for the contingent risk inherent in
19 the litigation and for the delay in receiving fees.

20 59. The requested attorneys' fees are justified here due to the contingent nature of the
21 representation, the risks involved, the complexity of the issues, the high quality of legal work
22 performed, and the excellent results obtained. After initially calculating the combined lodestar, the
23 Court may adjust the lodestar based on several factors to "fix a fee at the fair market value for the
24 particular action." *Ketchum v. Moses* (2001) Cal.4th 1122, 1132; *Graham v. Daimler Chrysler*
25 *Corp.* (2004) 34 Cal.4th 553, 574. These additional factors include the contingent risk of litigation,
26 the novelty and complexity of the issues, and exceptional results obtained. *Ketchum*, 24 Cal.4th at
27 1132, Serrano III, 20 Cal.3d at 48. Moreover, the case involved significant risks of non-payment of

1 attorneys' fees and non-recovery of costs if the settlement was not granted approval, or if Plaintiff
2 did not prevail. California courts consider the risks counsel takes in litigating a case where they
3 may not prevail on the merits in granting attorneys' fees awards. *See Graham v. Daimler Chrysler*
4 *Corp.*, 34 Cal.4th 553, 583 (Cal. 2004). Thus, not only are Plaintiff's Counsel's rates reasonable and
5 typical, but the attorneys' fees requested are also fair and reasonable.

6 **COSTS**

7 60. Plaintiff's Counsel requests \$18,326.36 in costs in this matter. This amount is
8 reasonable and incurred in the litigation of this matter. All costs were reasonably incurred in the
9 prosecution of the lawsuit and paid on a contingency basis. This amount includes, but is not limited
10 to, costs associated with Mediation, Arbitration, filing of the papers filed and responded to in this
11 matter, Los Angeles County Superior Court appearances, expert witnesses, and depositions. Thus
12 far, the total costs incurred are \$18,326.36, which is less than the Parties agreed Plaintiff's Counsel
13 could seek in the Settlement Agreement and will result in an increase in the Net Settlement Amount
14 payable to the State of California and Aggrieved Employees. Attached as **EXHIBIT 2** [to Policastro
15 Dec.] is a true and correct record of the costs incurred to date by Lavi & Ebrahimian, LLP.

16 **SUBMISSION TO THE LWDA**

17 61. On September 9, 2025, our office submitted the Settlement Agreement to the LWDA
18 in accordance with Labor Code § 2699(1)(2). The proof of electronic submission is attached hereto
19 as **EXHIBIT 3**.

20 62. On February 11, 2026, Plaintiff's Counsel filed the revised moving papers with the
21 LWDA. The proof of electronic submission is attached hereto as **EXHIBIT 12**.

22 **ROLLING BACK THE PAGA PERIOD TO PREVENT TRIGGERING THE** 23 **ESCALATOR CLAUSE IS FAIR AND REASONABLE**

24 63. At the October 6, 2025 hearing, the Court asked for clarification regarding the
25 attorney's fees with respect to arbitration and "whether the escalator clause has been triggered and,
26 if so, how the settlement terms were modified." The parties complied with the Court's directions
27 from October 6, 2025. Plaintiff's Counsel filed a supplemental declaration on October 31, 2025
28 confirming that the escalator clause had been triggered and Defendant's election to roll back the

1 PAGA period end date. Plaintiff's Counsel also provided the requested information related to
2 attorney's fees.

3 64. The parties included an escalator clause in the original settlement agreement. It
4 permits Defendant to roll back the PAGA period to the date when 6,271 pay periods were met. The
5 vast majority of wage and hour settlement agreements have escalator clauses. They provide
6 protection to both sides. Defendant complied with the terms of the settlement agreement and
7 calculated the number of pay periods. It was determined that the date when 6,271 pay periods was
8 met was June 30, 2024. This information was timely and accurately provided to the Court.

9 65. After the November 4, 2025 hearing, the Court issued an order denying the Motion
10 for Approval of the Private Attorneys General Act Settlement "based on the modified PAGA period
11 end date." The order indicated that "[t]he parties may file a supplement to the motion by
12 12/03/2025." At the hearing, the Court raised concerns about whether the LWDA and other
13 employees were aware of the escalator clause and the potentially shorter PAGA period. As set forth
14 below, the LWDA received the settlement agreement containing the escalator clause. Additionally,
15 the settlement agreement containing the escalator clause was posted on the LWDA's website and
16 was available for all employees to review.

17 66. On November 25, 2025, the Court issued a minute order in the related class case. It
18 set a hearing on an Order to Show Cause for Sanctions for Failure to File the Motion for Approval
19 of the PAGA settlement for January 8, 2026. The Court also stated this hearing would be vacated
20 "[i]f a motion for approval of PAGA settlement is filed before that date[.]"

21 67. On December 8, 2025, the Parties prepared a Joint Posting on CaseAnywhere
22 requesting the Court's guidance on how to proceed. On December 9, 2025, the Court issued a
23 minute order vacating the Order to Show Cause for Sanctions for Failure to File the Motion for
24 Approval of the PAGA settlement. The Court also scheduled a non-appearance case review on
25 January 29, 2026.

26 68. In advance of the non-appearance case review, the Parties followed up on the Joint
27
28

1 Posting on CaseAnywhere on January 20, 2026. On January 29, 2026, the Court issued a minute
2 order scheduling a Hearing on Motion for Order Approving PAGA Settlement and a status
3 conference on March 6, 2026. The Court also required the parties to file supplemental papers by
4 February 20, 2026.

5 69. To comply with the Court's Minute Order from January 29, 2026, the parties are
6 filing the instant Motion for Approval of PAGA Settlement. The parties are addressing the Court's
7 concerns related to whether the LWDA and other employees were aware of the escalator clause and
8 the shorter PAGA period. Out of an abundance of caution, additional notice is being provided to
9 the LWDA that explicitly informs them that the escalator clause has been triggered and regarding
10 the end date of June 30, 2024 for the PAGA period. On February 11, 2026, Plaintiff's Counsel filed
11 the revised moving papers. The proof of electronic submission is attached hereto as **EXHIBIT 12**.

12 70. The LWDA is being provided with further notice in conjunction with the filing of
13 this Motion. It is being explicitly informed about the PAGA period end date applicable to the
14 settlement.

15 71. The allegedly aggrieved employees were not prejudiced by the updated PAGA
16 period because the escalator clause was set forth in the settlement agreement. The settlement
17 agreement was reflected on the Private Attorneys General Act (PAGA) Case Search website. This
18 is publicly available for all to see. The full version of the document is available on the website,
19 which includes the escalator clause. None of the allegedly aggrieved employee were misled or
20 otherwise misinformed about the PAGA period. There is no evidence suggesting that anyone held
21 off filing a PAGA lawsuit.
22

23 **EXHIBITS**

24 72. Attached as **EXHIBIT 1** to this declaration is a true and correct copy of the
25 Settlement Agreement.

26 73. Attached as **EXHIBIT 2** to this declaration is a true and correct copy of the costs of
27 Lavi & Ebrahimian, LLP incurred during this matter.
28

1 74. Attached as **EXHIBIT 3** to this declaration is a true and correct copy of a printout of
2 the confirmation from the LWDA, which indicates that the Settlement Agreement was submitted.

3 75. Attached as **EXHIBIT 4** to this declaration is a true and correct printout of the
4 Laffey Matrix available at <http://www.laffeymatrix.com/see.html>.

5 76. Attached as **EXHIBIT 5** to this declaration is a true and correct copy of the 2024
6 Locality Pay Table for Washington-Baltimore-Arlington available at [https://www.opm.gov/policy-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/general-schedule/)
7 [data-oversight/pay-leave/salaries-wages/2024/general-schedule/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/general-schedule/).

8 77. Attached as **EXHIBIT 6** to this declaration is a true and correct copy of the 2024
9 Locality Pay Table for Los Angeles-Long Beach, CA available at [https://www.opm.gov/policy-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/general-schedule/)
10 [data-oversight/pay-leave/salaries-wages/2024/general-schedule/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/general-schedule/).

11 78. Attached as **EXHIBIT 7** to this declaration is a true and correct copy of the Judiciary
12 Salary Plan Pay Table for Washington-Baltimore-Arlington available at
13 <http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates>.

14 79. Attached as **EXHIBIT 8** to this declaration is a true and correct copy of the Judiciary
15 Salary Plan Pay Table for Los Angeles-Long Beach, CA available at
16 <http://www.uscourts.gov/careers/compensation/judiciary-salary-plan-pay-rates>.

17 80. Attached as **EXHIBIT 9** to this declaration is a true and correct copy of 2024
18 Locality Pay Area Definitions defining counties within Los Angeles-Long Beach, CA area available
19 at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/locality-pay-area-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/locality-pay-area-definitions/)
20 [definitions/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/locality-pay-area-definitions/).

21 81. Attached as **EXHIBIT 10** to this declaration is a true and correct copy of Plaintiff's
22 notice to the LWDA.

23 82. Attached as **EXHIBIT 11** to this declaration is a true and correct copy of the
24 Revised Notice of PAGA Settlement and Release.

25 83. Attached as **EXHIBIT 12** to this declaration is a true and correct copy of a printout
26 of the confirmation from the LWDA, which indicates that the revised moving papers were
27 submitted to the LWDA.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this on the 11th day of February 2026, at Beverly Hills, California.

/s/*Paolo Policastro*
Paolo Policastro

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff MARQUITA N. WOOLDRIDGE (“Plaintiff”) on behalf of herself and as representative for the California Labor Workforce Development Agency (“LWDA”), and Defendant AGVA, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant initiated on April 4, 2023 in the County of Los Angeles and pending in Superior Court of the State of California with Case No. 23STCV07309 (the “Class Action”), and Plaintiff’s lawsuit alleging PAGA violations initiated on June 9, 2023, pending in the Superior Court, County of Los Angeles with Case No. 23STCV13199 (the “PAGA Action”).
- 1.2. “Administrator” means Apex Class Action LLC, 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 this Settlement.
- 1.4. “Aggrieved Employee” means all non-exempt employees who worked at AGVA, LLC in California at any time during the PAGA Period.
- 1.5. “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.
- 1.6. “Aggrieved Employee Data” means the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.7. “Aggrieved Employee PAGA Penalties” means the 25% of the Net Settlement Amount paid to Aggrieved Employees.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defendant” means named Defendant AGVA, LLC.

- 1.10. “Defense Counsel” means Martin Law Firm, PC.
- 1.11. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day that the Court enters Judgment.
- 1.12. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.13. “Gross PAGA Settlement Amount” means One Hundred and Five Thousand Dollars and Zero Cents (\$105,000.00), which is the total amount Defendant AGVA agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Litigation Expenses, PAGA Representative Service Payment, and the Administration Expenses Payment.
- 1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.15. “Judgment” means the judgment entered by the Court based on the Approval of the Settlement.
- 1.16. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, *former* subd. (i).
- 1.17. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, *former* subd. (i).
- 1.18. “Net PAGA Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid 75% to the LWDA as LWDA PAGA Payment and 25% to Aggrieved Employees as Individual PAGA Payments.
- 1.19. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

- 1.20. “PAGA Counsel” means Lavi & Ebrahimian, LLP, including Joseph Lavi, Vincent Granberry, Melanie Rodriguez, Paolo Policastro, and all lawyers affiliated with this firm.
- 1.21. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.22. “PAGA Notice” means Plaintiff’s April 4, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.24. “PAGA Period” means the period from June 9, 2022, through July 15, 2025, or as modified by the Escalator Clause.
- 1.25. “PAGA Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a PAGA Representative.
- 1.26. “PAGA Representative Service Payment” means the payment to the PAGA Representative for initiating the PAGA Action and providing services in support of the PAGA Action.
- 1.27. “Plaintiff” means Marquita N. Wooldridge, the named Plaintiff in the Action.
- 1.28. “Released PAGA Claims” means the claims being released as described in Paragraph 5.1 below.
- 1.29. “Released Parties” means: Defendant AGVA, LLC and each of its former and present directors, officers, shareholders, owners, members, parents, subsidiaries, affiliates, attorneys, insurers, predecessors, successors, and assigns.
- 1.30. “Settlement” means the disposition of the PAGA Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On June 9, 2023, Plaintiff commenced the PAGA Action by filing a complaint (the “Operative Complaint”) alleging causes of action against Defendant for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Section 2698, et seq. 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, *former* subd.(a), Plaintiff asserts that she gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On May 2, 2024, Plaintiff and Defendant participated in an all-day mediation presided over by Monique Ngo-Bonnici, Esq. The Parties did not reach a settlement at the conclusion of the mediation. However, the mediator later issued a proposal related to settlement, which the Parties accepted on May 19, 2025, as memorialized herein.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, time records, payroll records; wage statements; employee handbooks; corporate policies; including those relating to timekeeping, meal and rest periods, overtime, compensation, wage statements, and reimbursement of incurred expenses; and information relating to the size and scope of Aggrieved Employees, as well as data permitting Plaintiff to fully understand the nature and scope of the allegations in the Operative Complaint, including approximately 20% of time and wage records which were analyzed by Plaintiff's Counsel. Based on the foregoing data and on their own independent investigation and evaluation, Plaintiff's Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the LWDA and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay, uncertainty associated with litigation, various defenses asserted by Defendants, and potential appellate issues. Defendant and counsel for Defendant also agree that the Settlement is fair.
- 2.5. It is the desire and intention of the Parties to effect a final and complete resolution of the PAGA Action against Defendant to avoid additional cost and the uncertainty of litigation. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as a determination on the merits of the PAGA Action, nor an admission of liability by Defendant. Defendant expressly 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. Further, nothing in this Agreement is intended or should be construed as an admission by Defendant and the Released Parties that any of the allegations in the Operative Complaint have merit or that Defendant and the Released Parties have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defense in the PAGA Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the PAGA Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the PAGA 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).

- 2.6. The Parties represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant AGVA, LLC promises to pay One Hundred and Five Thousand Dollars and Zero Cents (\$105,000.00) and no more as the Gross Settlement Amount. 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 AGVA, LLC.

- 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 Final Approval:

3.2.1 To Plaintiff: PAGA Representative Service Payment to the PAGA Representative of not more than \$5,000.00 (in addition to any Individual PAGA Payment that the PAGA Representative is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment, and agrees to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Plaintiff's obligations to pay taxes owed on the PAGA Representative Service Payment.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than Thirty-Five Percent of the Gross Settlement Amount, which is currently estimated to be Thirty-Six Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$36,750.00), and a PAGA Counsel Litigation Expenses Payment of actual, reasonable costs. Defendant shall not oppose requests for PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount and for a PAGA Counsel Litigation Expenses Payment

which does not exceed \$35,311.63. In the event that the escalator clause described in Paragraph 8 herein is triggered and the Gross Settlement Amount is increased, the amount of PAGA Counsel Fees Payment will increase in order to remain 35% of the Gross Settlement Amount. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099-MISC Forms. PAGA Counsel agrees to hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$5,490.00, except for a showing of good cause and as approved by the Court. To the extent that the Administrator's expenses are less or the Court approves payment less than \$5,490.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: The LWDA PAGA Payment in the amount of 75% of the Net Settlement Amount, a share currently estimated to be \$16,836.27, shall be paid to the LWDA under Labor Code section 2699, *former* subd. (i). The Aggrieved Employee PAGA Penalties in the amount of 25% of the Net Settlement Amount shall be allocated for the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees PAGA Penalties, representing 25% of the Net Settlement Amount, a share currently estimated to be \$5,609.73, 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. In no event shall Defendant be liable for any taxes owed by any Aggrieved Employee on an Individual PAGA Payment.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.5 In the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, PAGA Counsel reserves their right to appeal such order, however, Plaintiff and/or PAGA Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Data. Within 30 days of the Court's order granting approval of the Settlement, 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 it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible.
- 4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 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, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment. Disbursement of the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Service Payment shall not precede disbursement of Individual PAGA Payments.
 - 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 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 other Aggrieved Employee 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 Employee 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.

4.3.1 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Bar's Justice Gap Fund. The Parties represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

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

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

5.1. Released PAGA Claims: Upon approval by the Court and upon funding of the Gross Settlement Amount, Plaintiff Marquita N. Wooldridge, the state of California, and all Aggrieved Employees shall release the Released Parties from any and all claims and/or causes of action for PAGA penalties and other relief available pursuant to PAGA against the Released Parties that were pled or that could have been pled based on the facts asserted in the Operative Complaint and the PAGA Notice Letter dated April 4, 2023, including but not limited to any claims for (1) failure to pay wages for all hours worked at minimum wage in violation of Labor Code Sections 1194 and 1197; (2) failure to pay overtime wages for daily overtime worked in violation of Labor Code Sections 510, 1194, and 1198; (3) failure to authorize or permit meal periods or to provide meal period premiums in violation of Labor Code Sections 512 and 226.7; (4) failure to authorize or permit rest periods or to provide rest period premiums in violation of Labor Code Section 226.7; (5) failure to timely pay earned wages during employment in violation of Labor Code section 204; (6) failure to provide complete and accurate wage statements in violation of Labor Code Section 226; (7) failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of Labor Code Sections 201, 202, 203, and 204; and (8) any and all claims arising out of the applicable Wage Orders.

6. MOTION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application, stipulation, or motion for approval of this Settlement.

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees, and/or the Administrator; (iii) a signed declaration from PAGA Counsel 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)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2. Responsibilities of Counsel. The Parties are jointly responsible for expeditiously finalizing and filing the application, stipulation, or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. Plaintiff is responsible for delivering the Court's Approval Order and any other necessary documents to the Administrator. Plaintiff will take all steps necessary to ensure that the PAGA Claims are dismissed with prejudice upon the Court's approval of the settlement. The Parties will include language that effectuates dismissal with prejudice of the PAGA Claims in any proposed order and judgment approving the PAGA Settlement language.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, the Parties will expeditiously work together, by and through their respective Counsel, by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant motion for approval of this Settlement or conditions its approval on any material change to this Agreement, the Parties, by and through their respective Counsel, will expeditiously work together 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 Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties represent that they have no interest or relationship, financial or otherwise, with the Administrator. In their declaration(s), Plaintiff's Counsel will aver 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 to 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.
 - 7.4.1. Final Report by Settlement Administrator. Within fourteen (14) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) days before any deadline set by the Court, the Administrator will prepare and submit to PAGA Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Defendant has represented that there are 5,521 pay periods worked by aggrieved employees during the PAGA Release Period as of May 2, 2024. This is a material representation for Plaintiff to enter into this agreement. Should the actual number of pay periods during the PAGA Release Period increase by more than 750 pay periods, Defendant shall have the option of (a) increasing the Gross Settlement Amount by the percentage increase in the number of pay periods worked by the aggrieved employees above 6,271 pay periods; or (b) rolling back the end of the PAGA Release Period to the date in which 6,271 pay periods is met.

9. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the PAGA 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.

10. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, 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.

11. **ADDITIONAL PROVISIONS.**

- 11.1. No Admission of Liability or Representative Manageability 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 PAGA Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the PAGA Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the PAGA 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).
- 11.2. 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.
- 11.3. Attorney Authorization. The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken 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.
- 11.4. 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.

- 11.5. 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.
- 11.6. No Tax Advice. The Parties are not 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.
- 11.7. 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.
- 11.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.9. 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.
- 11.10. 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.
- 11.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the PAGA Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written

request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 11.13. 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.
- 11.14. 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.
- 11.15. 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 Marquita N. Wooldridge :

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, CA 90211

To Defendant AGVA, LLC:

David L. Martin, Esq.
Ravina Patel, Esq.
MARTIN LAW FIRM, P.C.
2 Park Plaza, Suite 620 Irvine, CA 92614

- 11.16. 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.
- 11.17. 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. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 11.18. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions

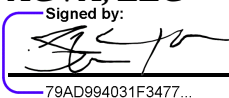
of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

Dated: _____

MARQUITA N. WOOLDRIDGE

Dated: 8/25/2025

AGVA, LLC

Signed by:

79AD994031F3477...

Name: Stephen Thompson

Title: Regional Director of Operations

APPROVED AS TO FORM ONLY:

Dated: _____

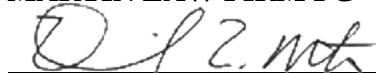
LAVI & EBRAHIMIAN, LLP

Joseph Lavi, Esq.
Vincent Granberry, Esq.

Attorneys for MARQUITA N.
WOOLDRIDGE, on behalf of herself and all
others similarly situated

Dated: 8/25/2025

MARTIN LAW FIRM PC



David L. Martin
Ravina Patel
Attorneys for Defendant AGVA, LLC

of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

Dated: 8-11-25

MARQUITA N. WOOLDRIDGE

Marquita Wooldrige

Dated: _____

AGVA, LLC

Name: _____

Title: _____

APPROVED AS TO FORM ONLY:

Dated: 8/18/25

LAVI & EBRAHIMIAN, LLP

[Signature]
Joseph Lavi, Esq.
Vincent Granberry, Esq.

Attorneys for MARQUITA N.
WOOLDRIDGE, on behalf of herself and all
others similarly situated

Dated: _____

MARTIN LAW FIRM PC

David L. Martin
Ravina Patel
Attorneys for Defendant AGVA, LLC

EXHIBIT 2

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE: (310) 432-0000
FACSIMILE: (310) 432-0001
WWW.LELAWFIRM.COM

COSTS AND FEES ADVANCED BY LAVI & EBRAHIMIAN, LLP

DATE	ITEM	COST
	SETTLEMENT AMOUNT	\$
N/A	Copying	\$7.50
N/A	Scanning	\$7.50
N/A	Mail	\$36.40
	LOS ANGELES COUNTY SUPERIOR COURT	
04/04/2023	Summons and Complaint Filing Fee; Complex Filing Fee	\$1,435.00
06/09/2023	Summons and PAGA Complaint Filing Fee	\$435.00
10/03/2023	Court Transaction Fee	\$2.25
08/22/2024	Court Document Retrieval	\$4.00
	DEPARTMENT OF INDUSTRIAL RELATIONS	
04/04/2023	Private Attorney General Act Fee- Initial PAGA Notice	\$75.00
	DDS LEGAL SERVICES	
04/04/2023	Court Filing of Summons and Class Complaint	\$77.20
04/06/2023	Process Service of the Summons and Complaint on Defendant Agva, LLC.	\$74.90
04/25/2023	Court Filing of the Proof of Service of Summons and Complaint	\$34.15
05/02/2023	Court Filing of Plaintiff's Notice of Court Order on Newly Filed Class Action And Notice Of Initial Status Conference Order	\$34.15
06/09/2023	Court filing of the Summons and PAGA Complaint	\$47.20
07/20/2023	Court Filing of the Joint Initial Status Conference Class Action Response Statement	\$34.15
08/02/2023	Court Filing of the Notice and Acknowledgement of Receipt	\$34.15
09/06/2023	Court Filing of The Plaintiff Marquita N. Wooldridge's Response to Defendant AGVA, LLC's Petition to Compel Arbitration and Request for Stay of Proceedings	\$34.15
10/12/2023	Court Filing of the Case Management Statement	\$34.15
10/13/2023	Court Filing of the Plaintiff Marquita N. Wooldridge's Opposition to Defendant's Petition to Enforce Class Action Waiver And Dismissal	\$34.15
10/23/2023	Court Filing of the Joint Case Management Statement for Defendants AGVA, LLC	\$34.15
05/31/2024	Court Filing of the Joint Case Management Statement	\$84.15

07/09/2024	Court Filing of the Plaintiff Marquita N. Wooldridge's Response to Defendant AGVA, LLC's Petition to Compel Arbitration and Request for Stay of Proceedings	\$34.15
08/09/2024	Court Filing of the Plaintiff Marquita N. Wooldridge's Opposition to Defendant's Petition to Compel Arbitration and Request for stay of Proceedings	\$34.15
08/15/2024	Court Filing of the Joint Status Conference Statement	\$34.15
01/16/2025	Court Filing of the Class Action Joint Status Conference Statement	\$35.70
01/16/2025	Court Filing of the PAGA Action Joint Status Conference Statement	\$35.70
01/20/2025	2 nd Court Filing of PAGA Action Joint Status Conference Statement	\$35.70
	CASEANYWHERE/ CLOUD BASE	
N/A	CaseAnywhere Access Fees and/or Cloud Base	\$1,262.59
	FEDEX	
10/02/2023	Delivery to Opposing Counsel	\$25.09
10/16/2023	Delivery to Opposing Counsel	\$44.05
12/03/2024	No Contact Delivery	\$35.19
	Berger Consulting Group	
05/07/2023	Data Analysts	\$5,280.00
	ONELEGAL	
10/03/2023	Court Filing of the Class Action Opposition	\$17.66
10/03/2023	Court Filing of the PAGA Action Opposition	\$17.66
12/03/2024	Court Filing	\$25.81
	SIGNATURE RESOLUTION	
05/02/2024	Mediation Access Fee	\$7,950.00
	JAMS	
01/12/2024	Arbitration Filing Fee	\$411.96
	GERMAN E. LOPEZ & ASSOCIATES	
12/05/2024	Private Investigator Fee	\$487.50
	Total Costs, Fees and Expenses	\$18,326.36

“EXHIBIT 3”

Thank you for your Proposed Settlement Submission

From no-reply@formassembly.com <no-reply@formassembly.com>

Date Tue 9/9/2025 2:34 PM

To Paolo Policastro <ppolicastro@lelawfirm.com>

09/09/2025 02:34:27 PM

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

Item submitted: Proposed Settlement

On 09/09/2025 02:34:27 PM your Proposed Settlement was successfully processed for case number LWDA-CM-946246-23

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

“EXHIBIT 4”

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

“EXHIBIT 5”

Salary Table 2024-DCB
Incorporating the 4.7% General Schedule Increase and a Locality Payment of 33.26%
For the Locality Pay Area of Washington-Baltimore-Arlington, DC-MD-VA-WV-PA
Total Increase: 5.31%
Effective January 2024

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 29,299	\$ 30,282	\$ 31,255	\$ 32,226	\$ 33,198	\$ 33,767	\$ 34,732	\$ 35,703	\$ 35,742	\$ 36,649
2	32,945	33,728	34,820	35,742	36,145	37,209	38,272	39,336	40,399	41,463
3	35,947	37,145	38,343	39,541	40,739	41,937	43,135	44,333	45,531	46,729
4	40,351	41,696	43,040	44,385	45,730	47,074	48,419	49,763	51,108	52,452
5	45,146	46,650	48,155	49,659	51,164	52,668	54,173	55,677	57,182	58,686
6	50,326	52,003	53,681	55,359	57,037	58,714	60,392	62,070	63,748	65,425
7	55,924	57,788	59,653	61,517	63,381	65,245	67,110	68,974	70,838	72,703
8	61,933	63,997	66,061	68,125	70,189	72,254	74,318	76,382	78,446	80,510
9	68,405	70,685	72,965	75,245	77,525	79,805	82,085	84,366	86,646	88,926
10	75,329	77,840	80,350	82,861	85,372	87,882	90,393	92,904	95,414	97,925
11	82,764	85,522	88,281	91,039	93,798	96,556	99,315	102,073	104,832	107,590
12	99,200	102,506	105,812	109,119	112,425	115,731	119,037	122,343	125,650	128,956
13	117,962	121,894	125,827	129,759	133,692	137,624	141,557	145,489	149,422	153,354
14	139,395	144,042	148,689	153,336	157,982	162,629	167,276	171,923	176,570	181,216
15	163,964	169,429	174,894	180,359	185,824	191,289	191,900 *	191,900 *	191,900 *	191,900 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2024 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/locality-pay-area-definitions/>

“EXHIBIT 6”

Salary Table 2024-LA
Incorporating the 4.7% General Schedule Increase and a Locality Payment of 35.84%
For the Locality Pay Area of Los Angeles-Long Beach, CA
Total Increase: 5.44%
Effective January 2024

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 29,866	\$ 30,868	\$ 31,860	\$ 32,850	\$ 33,840	\$ 34,420	\$ 35,404	\$ 36,394	\$ 36,434	\$ 37,359
2	33,582	34,381	35,494	36,434	36,845	37,929	39,013	40,097	41,181	42,265
3	36,643	37,864	39,085	40,306	41,528	42,749	43,970	45,191	46,412	47,634
4	41,132	42,503	43,874	45,244	46,615	47,985	49,356	50,727	52,097	53,468
5	46,020	47,554	49,087	50,621	52,154	53,688	55,222	56,755	58,289	59,823
6	51,300	53,010	54,720	56,431	58,141	59,851	61,561	63,272	64,982	66,692
7	57,007	58,907	60,807	62,708	64,608	66,509	68,409	70,309	72,210	74,110
8	63,132	65,236	67,340	69,444	71,548	73,652	75,757	77,861	79,965	82,069
9	69,729	72,054	74,378	76,702	79,026	81,351	83,675	85,999	88,323	90,647
10	76,788	79,347	81,906	84,465	87,025	89,584	92,143	94,702	97,261	99,821
11	84,366	87,178	89,990	92,802	95,614	98,426	101,237	104,049	106,861	109,673
12	101,121	104,491	107,861	111,231	114,601	117,972	121,342	124,712	128,082	131,452
13	120,246	124,254	128,263	132,271	136,280	140,289	144,297	148,306	152,315	156,323
14	142,094	146,831	151,568	156,304	161,041	165,778	170,515	175,251	179,988	184,725
15	167,139	172,710	178,280	183,851	189,422	191,900 *	191,900 *	191,900 *	191,900 *	191,900 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2024 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/locality-pay-area-definitions/>

“EXHIBIT 7”

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$29,949	\$30,954	\$31,949	\$32,941	\$33,935	\$34,516	\$35,502	\$36,495	\$36,535	\$37,463
2	\$33,675	\$34,476	\$35,592	\$36,535	\$36,945	\$38,031	\$39,117	\$40,203	\$41,290	\$42,376
3	\$36,745	\$37,969	\$39,194	\$40,418	\$41,642	\$42,866	\$44,090	\$45,315	\$46,539	\$47,763
4	\$41,247	\$42,622	\$43,998	\$45,374	\$46,749	\$48,125	\$49,500	\$50,876	\$52,251	\$53,627
5	\$46,148	\$47,685	\$49,223	\$50,761	\$52,298	\$53,836	\$55,373	\$56,911	\$58,449	\$59,986
6	\$51,442	\$53,157	\$54,871	\$56,586	\$58,300	\$60,014	\$61,729	\$63,443	\$65,158	\$66,872
7	\$57,164	\$59,070	\$60,976	\$62,882	\$64,788	\$66,694	\$68,600	\$70,506	\$72,412	\$74,318
8	\$63,307	\$65,418	\$67,529	\$69,639	\$71,750	\$73,861	\$75,972	\$78,083	\$80,194	\$82,305
9	\$69,923	\$72,254	\$74,584	\$76,915	\$79,246	\$81,576	\$83,907	\$86,237	\$88,568	\$90,898
10	\$77,001	\$79,567	\$82,133	\$84,700	\$87,266	\$89,832	\$92,399	\$94,965	\$97,531	\$100,097
11	\$84,601	\$87,420	\$90,239	\$93,059	\$95,878	\$98,698	\$101,517	\$104,337	\$107,156	\$109,975
12	\$101,401	\$104,781	\$108,162	\$111,543	\$114,923	\$118,304	\$121,684	\$125,065	\$128,446	\$131,826
13	\$120,579	\$124,599	\$128,619	\$132,638	\$136,658	\$140,677	\$144,697	\$148,716	\$152,736	\$156,755
14	\$142,488	\$147,238	\$151,987	\$156,737	\$161,486	\$166,236	\$170,985	\$175,735	\$180,484	\$185,234
15	\$167,603	\$173,190	\$178,776	\$184,363	\$189,950	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$196,568	\$203,120	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

“EXHIBIT 8”

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,515	\$31,538	\$32,552	\$33,563	\$34,576	\$35,168	\$36,173	\$37,184	\$37,225	\$38,171
2	\$34,311	\$35,127	\$36,264	\$37,225	\$37,643	\$38,749	\$39,856	\$40,963	\$42,070	\$43,176
3	\$37,439	\$38,687	\$39,934	\$41,181	\$42,429	\$43,676	\$44,923	\$46,171	\$47,418	\$48,665
4	\$42,026	\$43,427	\$44,829	\$46,231	\$47,632	\$49,034	\$50,435	\$51,837	\$53,238	\$54,640
5	\$47,019	\$48,586	\$50,153	\$51,719	\$53,286	\$54,853	\$56,419	\$57,986	\$59,553	\$61,119
6	\$52,414	\$54,161	\$55,908	\$57,654	\$59,401	\$61,148	\$62,895	\$64,642	\$66,389	\$68,135
7	\$58,244	\$60,186	\$62,128	\$64,070	\$66,012	\$67,954	\$69,896	\$71,838	\$73,780	\$75,722
8	\$64,503	\$66,653	\$68,804	\$70,955	\$73,106	\$75,256	\$77,407	\$79,558	\$81,709	\$83,859
9	\$71,244	\$73,619	\$75,993	\$78,368	\$80,742	\$83,117	\$85,492	\$87,866	\$90,241	\$92,615
10	\$78,455	\$81,070	\$83,685	\$86,300	\$88,914	\$91,529	\$94,144	\$96,759	\$99,373	\$101,988
11	\$86,199	\$89,071	\$91,944	\$94,817	\$97,689	\$100,562	\$103,435	\$106,307	\$109,180	\$112,053
12	\$103,316	\$106,760	\$110,205	\$113,649	\$117,094	\$120,538	\$123,983	\$127,427	\$130,872	\$134,317
13	\$122,857	\$126,953	\$131,048	\$135,144	\$139,239	\$143,334	\$147,430	\$151,525	\$155,621	\$159,716
14	\$145,180	\$150,019	\$154,858	\$159,697	\$164,536	\$169,376	\$174,215	\$179,054	\$183,893	\$188,733
15	\$170,769	\$176,461	\$182,153	\$187,845	\$193,538	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$200,281	\$206,957	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

“EXHIBIT 9”

PLACE NAME**FIPS**

Clark County, NV	32003
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Nye County, NV	32023
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Arizona**PLACE NAME****FIPS**

Mohave County, AZ	04015
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Los Angeles-Long Beach, CA**PLACE NAME****FIPS**

Imperial County, CA	06025
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Kern County, CA	06029
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Los Angeles County, CA	06037
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Orange County, CA	06059
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Riverside County, CA	06065
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San Bernardino County, CA	06071
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San Luis Obispo County, CA	06079
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Santa Barbara County, CA	06083
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Ventura County, CA	06111
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“EXHIBIT 10”

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
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April 4, 2023

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

AGVA, LLC

Registered Agent for Service of Process
c/o Stephen Thompson
28202 Cabot Road, Suite 412
Laguna Niguel, CA 92677
Certified No.: 7022 2410 0001 5110 3337

AGVA, LLC

Attn: Legal Department
15115 South Vermont Ave
Garden, CA 90247
Certified No.: 7022 2410 0001 5110 3344

From: MARQUITA N. WOOLDRIDGE, on behalf of herself and all other current and former aggrieved California-based hourly non-exempt employees of AGVA, LLC.

c/o Joseph Lavi, Esq.
Email: jlavi@lclawfirm.com
N. Nick Ebrahimian, Esq.
Email: nebrahimian@lclawfirm.com
Vincent C. Granberry, Esq.
vgranberry@lclawfirm.com
Alan A. Wilcox, Esq.
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Melanie S. Rodriguez, Esq.
mrodriguez@lclawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211

My firm has been retained by aggrieved employee MARQUITA N. WOOLDRIDGE concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against her employers, AGVA, LLC.

I am filing this written notice with the Labor and Workforce Development Agency ("LWDA") pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client's allegations of violations of the Labor Code by her

Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee MARQUITA N. WOOLDRIDGE (“Employee”) was employed by AGVA, LLC (“Defendants” or “Employers”) as an hourly non-exempt employee from in or around June 2021 through the present.

1. Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, “The 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.” Labor Code section 1194 states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to line up to wait to undergo and undergo off-the-clock COVID-19-related medical screenings, including temperature checks and COVID-19-related medical questionnaires prior to being permitted to clock-in for their start shifts.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer’s failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer’s aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act (“PAGA”), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development

Agency (“LWDA”) against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer’s failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay such minimum wages for all hours worked rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and in violation of Labor Code section 226(c)(2)(B)(i).

2. Failure to Pay Overtime Wages for Overtime Hours Work

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

“Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to line up to wait to undergo and undergo off-the-clock COVID-19-related medical screenings, including temperature checks and COVID-19-related medical questionnaires prior to being permitted to clock-in for their start shifts.

Overtime is based upon an employee's regular rate of pay. "The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

In this case, Employee alleges that when she and other current and former aggrieved California-based hourly non-exempt employees earned overtime wages, Employer failed to pay them overtime wages at the proper overtime rate of pay due to Employer failure to include all remuneration when calculating the overtime rate of pay. Specifically, Employer maintained a policy, practice, and/or procedure of failing to include all remuneration such as "emergency pay," for example, when calculating Employee and other current and former aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer's foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages for overtime hours worked, Employee will seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such overtime wages rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(c)(2)(B)(i).

3. *Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7 and/or Failure to Pay Meal Period Premiums*

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§226.7, 512; Wage Order 5, §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004.

An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code §226.7; Wage Order 5, §11.

Employee alleges that Employer failed to authorize or permit her and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks of at least 30 minutes for every five hours worked.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 5 at § 11.

Finally, on occasions when Employer paid Employee and other current and former aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short, on-premise, on-duty, and/or interrupted meal periods, Employer failed to pay the one (1) additional hour of pay at Employee and other current and former aggrieved California-based hourly non-exempt employees regular rate of compensation. Specifically, Employer maintained a policy, practice, and/or procedure of failing to include all remuneration such as "emergency pay," for example, when calculating Employee and other current and former aggrieved California-based hourly non-exempt employees regular rate of compensation for the purpose of paying meal period premium wages.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay meal period premiums and/or pay meal period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(c)(2)(B)(i).

4. Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7 and/or Failure to Pay Rest Period Premiums

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof...” Wage Order 5, § 12. “Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement “obligates Employer to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 5 at § 12.

Employee alleges that Employer failed to authorize or permit her and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer’s policies, practices, and/or procedures including, but not limited to, the following:

- Requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to remain on the premises during their rest periods, resulting in rest periods that were not duty-free.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 5 at § 12.

Finally, on occasions when Employer did pay Employee and other current and former aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted rest periods, Employer failed to pay the one (1) additional hour of pay at Employee and other current and former aggrieved California-based hourly non-exempt employees regular rate of compensation. Specifically, Employer maintained a policy, practice, and/or procedure of failing to include all remuneration such as “emergency pay,” for example, when calculating Employee and other current and former aggrieved California-based hourly non-exempt employees regular rate of compensation for the purpose of paying rest period premiums.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay rest period premiums and/or pay rest period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(c)(2)(B)(i).

5. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204*

Employee alleges that during his employment, Employer failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay her and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

6. *Failure to Provide Accurate Wage Statements*

Labor Code section 226(a) states that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...and (9) all applicable hourly

rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

Employee alleges that as a derivative of Employee’s claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer’s control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 226.

Based on these violations, Employee will seek civil penalties under Labor Code section 226.3, and PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

7. Failure to Timely Pay Final Wages

Labor Code section 201(a) states that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202(a) continues, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter....” Finally, Labor Code section 203(a) provides, “[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days....”

As a result of the aforementioned violations of the Labor Code, Employee alleges that he was not paid his final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee’s separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

8. Employer’s Other Violations of the California Labor Code

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same

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employer. According to the *Huff* decision, Employee, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

CONCLUSION

My client intends to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employer’s violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and the IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer’s violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP


Vincent C. Granberry, Esq.

“EXHIBIT 11”

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MARQUITA N. WOOLDRIDGE, on behalf of herself
and current and former aggrieved employees

Plaintiff,

vs.

AGVA, LLC; and DOES 1 to 100, inclusive,

Defendants.

**NOTICE OF PAGA SETTLEMENT AND
RELEASE**

To [NAME]:

The enclosed check is your share of a court-approved representative action settlement between Plaintiff Marquita N. Wooldridge (“Plaintiff”) and Defendant AGVA, LLC. (“Defendant” or “AGVA”) in the matter of Marquita N. Wooldridge, on behalf of herself and other aggrieved employees v. AGVA, LLC, Los Angeles County Superior Court Case No. 23STCV13199 (“the Action”).

On June 9, 2023, Plaintiff filed the Action against Defendant as the representative of the State of California and Defendant’s other current and former hourly or non-exempt employees that worked in California. Plaintiff asserted claims against Defendant under California Labor Code § 2698 *et seq.*, also known as the Private Attorneys General Act (“PAGA”), alleging violations of wage and hour laws including failure to pay the minimum wage rate of pay for all hours worked; failure to pay overtime wages for overtime hours worked; failure to authorize or permit meal periods or pay a meal period premium in lieu thereof; failure to authorize or permit rest periods or pay a rest period premium in lieu thereof; failure to timely pay earned wages during employment; failure to provide accurate wage statements; and failure to pay all wages due and owing upon separation of employment. Defendant maintains it was in compliance with the California Labor Code, related California Wage Orders, and all other state and federal wage laws at all times, and denies any liability or wrongdoing.

On May 2, 2024, the Parties participated in an all-day mediation presided over by Monique Ngo-Bonnici, Esq. at Signature Resolution, which led to this Agreement to settle the Action.

Prior to mediation, Plaintiff obtained, through informal discovery, time and pay records for Plaintiff and the Aggrieved Employees, as well as documents establishing AGVA’s policies, procedures, and practices. Defendant denies any liability or wrongdoing and contends, among other things, that it has complied at all times with the California Labor Code, the related California Wage Orders, and all other state and federal wage laws, and further contends that the Action is without merit. Defendant has agreed to settle the case as part of a compromise with Plaintiff following a mediation with an experienced and well-respected mediator Monique Ngo-Bonnici, Esq. The proposed settlement is not an admission of liability by Defendant. Throughout the course of litigation in the Action, Defendant has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the Action or that it can or should proceed as a PAGA representative action. The Court has not made a determination about Plaintiffs’ allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Pursuant to the Court’s Order, a payment of \$105,000.00 was approved in settlement of the Action. After accounting for Plaintiff’s Counsel’s attorneys’ fees and reimbursement of litigation costs, administration of the settlement, the remaining sum is \$33,818.15. This sum, called the “Net Settlement Amount” will be divided pursuant to California law as follows: \$25,363.61 (75%) to the State of California Labor Workforce Development Agency and \$8,454.54 (25%) to all employees considered to be a member of the “PAGA Group” under the Action,

to be shared on a proportionate basis. “PAGA Group” is defined as all non-exempt current or former employees of Defendant within the State of California at any time during the time period from June 9, 2022, through July 15, 2025.

All Aggrieved Employees shall release the Released Parties from any and all claims and/or causes of action for PAGA penalties and other relief available pursuant to PAGA against the Released Parties that were pled or that could have been pled based on the facts asserted in the Operative Complaint and the PAGA Notice Letter dated April 4, 2023, including but not limited to any claims for (1) failure to pay wages for all hours worked at minimum wage in violation of Labor Code Sections 1194 and 1197; (2) failure to pay overtime wages for daily overtime worked in violation of Labor Code Sections 510, 1194, and 1198; (3) failure to authorize or permit meal periods or to provide meal period premiums in violation of Labor Code Sections 512 and 226.7; (4) failure to authorize or permit rest periods or to provide rest period premiums in violation of Labor Code Section 226.7; (5) failure to timely pay earned wages during employment in violation of Labor Code section 204; (6) failure to provide complete and accurate wage statements in violation of Labor Code Section 226; (7) failure to timely pay all earned wages and final paychecks due at time of separation of employment in violation of Labor Code Sections 201, 202, 203, and 204; and (8) any and all claims arising out of the applicable Wage Orders.

The enclosed check is your share of the settlement. The payment amount was calculated based on the number of pay periods you worked for Defendant as a member of the PAGA Group between June 9, 2022, through July 15, 2025, as determined by Defendant’s business records. In the event you cash the enclosed check, you may receive an IRS Form 1099 for your portion of the settlement, if deemed required by the Settlement Administrator (in compliance with IRS guidelines). Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should consult with your own tax professional or accountant with regard to any questions that you may have concerning any taxes that may be due.

Your enclosed check is valid for 180 days from the date of its issuance. After that date, you cannot cash the check and it will be null and void. Funds attributable to such uncashed checks will be sent to the California State Bar’s Justice Gap Fund. You are bound by the settlement and release of claims based on the Court’s final judgment whether or not you cash or deposit the enclosed check.

If you have any questions or would like more information about the settlement or the Action, you may contact the Settlement Administrator at 18 Technology Dr. #154, Irvine, CA 92618, +1 **(213) 217-5000** or go to the Settlement Administrator’s website at <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> and entering the Case Number for the Action, Case No. No. 23STCV13199.

“EXHIBIT 12”