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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

EDGAR ALGARIN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

FLEETGENIUS, LLC, a Florida limited
liability company; and DOES 1 through 100,

Defendants.

Case No.: 30-2023-01344927-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
David A. Hoffer; Dept. CX103]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND REPRESENTATIVE
ENHANCEMENT
PAYMENT**

Date: November 10, 2025

Time: 1:30 p.m.

Dept: CX103

Reservation No.: 74653436

Action Filed: August 29, 2023

Trial Date: None Set

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I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for named Plaintiff Edgar Algarin (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in the area of plaintiff's employment litigation. From October 2014 to May 2015, I worked as an associate at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour and wrongful termination actions. Although non-exhaustive, the type of work I performed included: conducting client intakes; performing pre-filing research and analysis; drafting complaints and letters to the Labor & Workforce Development Agency; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; analyzing payroll and timekeeping records and employee handbooks; drafting complaints and mediation briefs; attending mediations; and drafting long-form settlement agreements.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately fifty (50) active wage and hour class actions, including a number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure.

4. The following is a non-exhaustive list of wage and hour class actions (which have been granted final approval) in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;

- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;

- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$425 for work performed in 2018, 2019, and 2020);
- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$425 for work performed from 2017-2020);

- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575 for work performed from 2019-2023); and
- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of \$575 for work performed from 2019-2023).

1 • *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles
2 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
3 rate of \$575 for work performed from 2022-2023).

4 • *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara
5 County Superior Court, Honorable James F. Rigali, presiding (approving an hourly
6 rate of \$650 for work performed from 2020-2024).

7 5. I have also been named as Class Counsel for the certified class following a
8 contested class certification motion in the following case:

9 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
10 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage
11 statement class).

12 6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved
13 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
14 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
15 Court, Honorable William Claster presiding, which was a case brought under the Private
16 Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor
17 of the aggrieved employees.

18 7. In addition to the above cases, I also play a significant role in many of my firm's
19 current wage and hour class actions. The scope of my involvement includes but is not limited to:
20 corresponding with opposing counsel; attending court hearings; drafting and responding to
21 written discovery; preparing for and defending depositions; negotiating and drafting long-form
22 settlement agreements; attending mediations; and drafting motions for preliminary and final
23 approval.

24 8. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young
25 Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an
26 honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in
27 Southern California each year.

1 9. As counsel for Plaintiff Algarin, I have been closely involved in all aspects of this
2 litigation since its inception.

3 10. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement
4 Agreement. The Notice of PAGA Settlement and Release of Claims (“PAGA Notice”) is attached
5 as **Exhibit A** to the Settlement Agreement.

6 11. Defendant manufactures and supplies commercial trash compactors and containers
7 throughout California. Plaintiff, like all PAGA Aggrieved Employees, was subject to Defendant’s
8 wage-and-hour policies and practices throughout the PAGA Period.

9 12. On August 29, 2023, Plaintiff filed this lawsuit which included classwide
10 allegations that Defendant failed to: (1) pay all overtime wages; (2) pay all minimum wages;
11 (3) provide lawful meal periods; (4) authorize and permit lawful rest periods; (5) reimburse
12 necessary business expenses; (6) issue accurate itemized wage statements; (7) timely pay final
13 wages upon separation; and (8) comply with California’s unfair competition laws. After
14 exhausting his administrative remedies with the LWDA, Plaintiff filed the First Amended Class
15 and Representative Action Complaint (“FAC”) on November 2, 2023, adding a ninth cause of
16 action for PAGA penalties. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff’s
17 PAGA letter, dated August 28, 2023.

18 13. Shortly thereafter, Defendant’s counsel produced a signed arbitration agreement
19 executed by Plaintiff that included a class action waiver. After reviewing the agreement and
20 applicable case law, Plaintiff’s counsel concluded that the Court would likely find the agreement
21 enforceable, requiring Plaintiff to dismiss his individual and class claims and proceed in
22 arbitration. On November 13, 2023, Plaintiff submitted a demand for arbitration of his individual
23 Labor Code claims with the American Arbitration Association (“AAA”). On December 1, 2023,
24 the Court granted Plaintiff’s request to dismiss class claims without prejudice, leaving only the
25 PAGA claims at issue in this matter.

26 14. The parties then agreed to attend private mediation with Steve Mehta, Esq., which
27 was scheduled for November 13, 2024. In preparation, Defendant produced timekeeping and
28 payroll records for all PAGA Aggrieved Employees covering the PAGA Period, along with

relevant policy documents and key data points. Plaintiff retained an expert with a Ph.D. in economics to analyze the data and perform a comprehensive exposure assessment.

15. At mediation, the parties addressed the merits of their claims and defenses, competing expert analyses, and the likelihood that the Court might reduce any PAGA penalties. Although they did not reach a resolution that day, negotiations continued over the following months and ultimately culminated in the PAGA settlement now before the Court.

16. Plaintiff provided notice of the proposed Settlement, a copy of the Motion, and all papers filed in support thereof, to the LWDA. Attached hereto as **Exhibit 3** is a true and correct copy of Plaintiff's LWDA Submission Confirmation.

17. Plaintiff alleges that Defendant failed to pay employees for all hours worked due to its policy and practice of rounding employees' hours in quarter-hour increments. Specifically, Defendant tracked employees' punch times to the minute using a mobile app. Between August 28, 2022, and November 25, 2023, when the rounding practice was discontinued, Defendant rounded the actual time recorded by the app to the nearest quarter-hour and paid employees based on the rounded hours. Defendant failed to compensate employees for wages lost as a result of its rounding practice.

18. Defendant argues that its rounding practice is neutral and even-handed, which it contends is compliant under *See's Candy*.

19. Plaintiff alleges that Defendant failed to authorize and permit employees to take any rest periods, instead requiring them to use their driving time between stops as a purported break, in violation of California law. Plaintiff further alleges that Defendant failed to provide employees with all lawful meal periods to which they were entitled. Employees were regularly required to delay and shorten meal periods to stay on schedule throughout the day. Additionally, Defendant provided employees with only one meal period per workday, despite employees regularly working shifts in excess of 10 hours.

20. Defendant contends that it maintained lawful meal period policies and practices at all times and provided timely, duty-free meal periods. Defendant argues that any missed or noncompliant meal periods resulted from employee choice, not from Defendant's policies or

practices. As to second meal periods, Defendant argues that such breaks were validly waived and that it maintains signed meal period waivers confirming that fact. Defendant also contends that it authorized and permitted employees to take all lawful rest periods to which they were entitled and that daily schedules allowed adequate time for such breaks.

21. Plaintiff alleges that employees were paid nondiscretionary incentive bonuses, but Defendant did not include the value of this additional compensation in the regular rate of pay when calculating overtime and sick pay. Defendant argues that all incentive payments were discretionary and were therefore properly excluded from the regular rate of pay.

22. Defendant argues that Plaintiff's underlying claims lack merit, and therefore the derivative claims must also fail. Given its asserted good faith defenses, Defendant contends that the Court would exercise its discretion to substantially reduce any PAGA penalties awarded. Finally, Defendant contends that Plaintiff may only seek PAGA penalties at the \$100 initial violation rate because Defendant had not been put on notice by a court or the Labor Commissioner that its practices violated the Labor Code before this action.

23. Plaintiff's counsel requests one-third of the MSA (\$83,333.33) in attorneys' fees, and \$37,187.68 in actual litigation costs. Plaintiff's current cost records reflect total costs of \$37,084.75. The \$102.92 difference between requested costs and actual costs represents anticipated costs for the filing of this Motion and for the filing of the administration declaration following approval. Attached hereto as **Exhibit 4** is a true and correct copy of my firm's cost records.

24. In addition to the \$85,859.24 recovery for the State of California, the average payment to PAGA Aggrieved Employees is estimated at \$110.50. The lowest possible recovery, for a PAGA Aggrieved Employee who worked only a single pay period during the PAGA Period, is approximately \$1.94. The highest possible recovery, for an employee who worked throughout the entire PAGA Period, is approximately \$252.21.

25. Although the parties engaged in significant informal discovery before mediation, no formal written or deposition discovery was conducted, and Plaintiff had not yet taken Defendant's PMQ deposition. Absent settlement, the parties would be required to expend

substantial time and resources completing Plaintiff's individual arbitration, engaging in formal discovery, and moving this PAGA action toward trial. The prospect of appeals following a summary judgment ruling for either party, as well as appeals after trial, also remained.

26. PAGA Aggrieved Employees worked 14,752 pay periods during the PAGA Period. Plaintiff's expert reviewed Defendant's timekeeping records and determined that its rounding practice, in place for only the first 15 months of the PAGA Period, negatively impacted 3,817 pay periods. Plaintiff's expert also determined that 26.8% of shifts longer than six hours included a recorded meal period taken after the fifth hour of work. Another 26.5% of shifts included meal periods lasting less than 30 minutes. For rest period violations, Plaintiff's expert assumed that each shift longer than three and a half hours triggered a rest period premium, as Defendant failed to affirmatively authorize rest periods throughout the workday. Given the daily prevalence of these violations, Plaintiff's expert analysis confirmed that Plaintiff's primary theories of relief resulted in a PAGA violation in every pay period during the PAGA Period. Plaintiff calculated Defendant's PAGA exposure at \$1,475,200 (14,752 PAGA violations x \$100 per violation).

27. Defendant raised numerous defenses to Plaintiff's underlying claims and argued that, even if found liable, the Court would likely exercise its discretion to reduce any PAGA penalties. In light of Defendant's defenses and the Court's discretion to reduce PAGA penalties, Plaintiff applied a 25% discount for the risk of losing on the merits and an additional 75% discount for the risk of reduced penalties, resulting in a realistic potential recovery of \$276,600.

28. The Parties engaged in a significant informal discovery prior to reaching the Settlement. Defendant provided Plaintiff with timekeeping and payroll records and written wage and hour policies in effect during the PAGA Period. The Parties also attended a full-day mediation with Steve Mehta, Esq. prior to resolution.

29. Plaintiff is represented by competent and experienced wage and hour counsel who possess extensive experience litigating wage and hour class actions and PAGA representative actions, and who believe this Settlement to be fair and adequate for all involved. Further, the

proposed Settlement was reached with the input and assistance and follow-up of mediator Steve Mehta.

30. A fee award of one-third of the settlement fund in class and PAGA actions is consistent with Plaintiff's counsel's experience in similar PAGA matters.

31. Here, Plaintiff's counsel's fee request of \$83,333.33 (one-third of the MSA) is the same percentage sought in *Laffitte*, and is fair and reasonable based on the percentage of the recovery method.

32. In this case, Plaintiff's counsel calculated a lodestar of approximately \$107,547.50, which results in a **negative** multiplier of 0.77 compared to the \$83,333.33 fee request. A summary of the hours worked by each attorney and paralegal is set forth below. The billing rates are reasonable in view of the evidence submitted and have been approved by courts throughout California. Attached hereto as **Exhibit 5** is a true and correct copy of my firm's billing summary. Attached hereto as **Exhibit 6** is a true and correct copy of the 2025 *Laffey* Matrix.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$925	4.6	\$4,255.00
Fletcher W. Schmidt (13th Year Attorney)	\$825	33.9	\$27,967.50
Andrew J. Rowbotham (11th Year Attorney)	\$725	67.6	\$49,010.00
Susan J. Perez (6th Year Attorney)	\$550	43.5	\$23,925.00
Firm Paralegals	\$200	12.0	\$2,390.00
Total Lodestar			\$107,547.50

33. Since undertaking representation, Plaintiff's counsel has dedicated substantial resources to this litigation, including \$37,187.68 in unreimbursed costs, without receiving any compensation to date. Plaintiff's counsel's efforts included pre-filing investigation, analysis of Plaintiff's claims, legal research, drafting and filing the complaint and notice letter to the LWDA, drafting, reviewing, and revising pleadings, stipulations, and status reports, attending hearings, reviewing substantial documents and data produced before mediation, retaining an expert to analyze Defendant's production, evaluating timekeeping and payroll data, drafting a mediation brief, preparing for and attending mediation, negotiating and drafting the Settlement Agreement,

1 preparing this Motion and supporting documents, and otherwise litigating the case. Plaintiff's
2 counsel will also spend additional time attending the hearing on this Motion and overseeing the
3 settlement administration process.

4 34. Plaintiff requests that the Court approve \$5,000.00 in administration costs for the
5 Settlement Administrator, Phoenix Settlement Administrators. Phoenix was selected to
6 administer this Settlement because it is an experienced, well-respected settlement administrator
7 and provided a competitive bid.

8 35. Attached hereto as **Exhibit 7** is a true and correct copy of the invoice received
9 from expert Dr. J. Michael DuMond of BRG Research Group.

10 36. Attached hereto as **Exhibit 8** are true and correct copies of relevant PAGA Orders
11 approving enhancement payments similar to the amount requested here.

12 37. I confirm that I am not affiliated in any way with the proposed Settlement
13 Administrator, Phoenix Settlement Administrators, Inc. I do not have any financial interest,
14 ownership interest, or other relationship with Phoenix that could create a conflict of interest or
15 call into question the neutrality of the settlement administration process.

16 38. My firm entered into a fee-splitting arrangement for this matter with co-counsel,
17 the Law Offices of Raphael A. Katri, APC. The fee-splitting agreement between Haines Law
18 Group, APC and the Law Offices of Raphael A. Katri, APC is as follows: 70% to Haines Law
19 Group, APC and 30% to the Law Offices of Raphael A. Katri, APC. Plaintiff was fully notified
20 of the fee-splitting agreement in writing and consented to the fee-splitting agreement in writing,
21 in compliance with California Rules of Professional Conduct, Rule 1.5.1.

22 39. I declare under penalty of perjury under the laws of California and the United
23 States that the foregoing is true and correct. Executed on September 8, 2025, at El Segundo,
24 California.

25 
26 _____
27 Andrew J. Rowbotham
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This confidential PAGA Settlement Agreement ("Settlement") is made and entered into between Plaintiff Edgar Algarin ("Plaintiff"), acting in a private attorney general capacity, and Defendant FleetGenius, LLC ("Defendant") (collectively, the "Parties").

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. Action: The lawsuit titled *Edgar Algarin v. FleetGenius, LLC, et al.*, Orange County Superior Court Case No. 30-2023-01344927-CU-OE-CXC, filed on August 29, 2023, and Plaintiff's correspondence to the California Labor and Workforce Development Agency ("LWDA Letter") dated August 28, 2023.
2. Aggrieved Employees: All current and former non-exempt employees of Defendant who worked in California at any time between August 28, 2022 and February 20, 2025 (the "PAGA Period").
3. Complaint: The lawsuit titled *Edgar Algarin v. FleetGenius, LLC, et al.*, Orange County Superior Court Case No. 30-2023-01344927-CU-OE-CXC, filed on August 29, 2023.
4. Court: The Superior Court of California for the County of Orange.
5. Defendant: FleetGenius, LLC.
6. Effective Date: The date on which the Court enters an order granting approval of the Settlement.
7. Individual PAGA Payment: The amount to be paid to each Aggrieved Employee based on the allocation formula described in this Settlement.
8. LWDA: The California Labor and Workforce Development Agency.
9. Maximum Settlement Amount: The non-reversionary sum of \$250,000.00, representing the total amount payable by Defendant under this Settlement, including payments to Aggrieved Employees, the LWDA, Plaintiff's attorneys for fees and costs, and Plaintiff's Representative Enhancement Payment, subject to the Escalator Clause described herein.
10. Net Settlement Amount: The amount remaining for distribution to the LWDA and Aggrieved Employees after deduction of the following amounts, subject to Court approval: (a) Plaintiff's attorneys' fees of up to one-third of the Maximum Settlement Amount (currently estimated to be \$83,333.33); (b) Plaintiff's litigation costs of up to \$50,000.00; (c) Plaintiff's Representative Enhancement Payment of up to \$10,000.00; and (d) settlement administration costs, currently estimated to be \$5,000.00.
11. PAGA: The California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.*

12. PAGA Period: The period from August 28, 2022, through February 20, 2025.
13. Parties: Plaintiff and Defendant.
14. Plaintiff: Edgar Algarin.
15. Plaintiff's Counsel: Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC, and Raphael A. Katri of the Law Offices of Raphael A. Katri, APC.
16. Representative Enhancement Payment: The amount awarded to Plaintiff for his service as the representative Plaintiff.
17. Settlement Administrator: Phoenix Settlement Administrators.

II. RECITALS

Plaintiff alleges that Defendant is liable for civil penalties under PAGA based on the following alleged violations of the California Labor Code: (a) Failure to Pay All Overtime Wages (Labor Code §§ 204, 510, 558, 1194, 1198); (b) Minimum Wage Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (c) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (d) Rest Period Violations (Labor Code §§ 226.7, 516, 558); (e) Failure to Reimburse Necessary Business Expenses (Labor Code §§ 2802, 2804); (f) Wage Statement Violations (Labor Code § 226 *et seq.*); (g) failure to pay sick time at the regular rate of pay (Labor Code § 246); (h) Waiting Time Penalties (Labor Code §§ 201-203); (i) failing to maintain accurate records (Labor Code §§ 558, 1174) and (j) failing to pay wages at least twice each calendar month (Labor Code § 204). Incorporated within these alleged Labor Code violations are allegations that Defendant: failed to pay employees for all hours worked due to an alleged timekeeping policy and practice of rounding employees' hours to the nearest quarter hour; (2) failed to provide timely, duty-free 30-minute meal periods for shifts in excess of 6.0 hours and failed to provide second meal periods for shifts in excess of 10.0 hours; (3) failed to authorize and permit duty-free 10-minute rest periods for every four hours worked, or major fraction thereof; and (4) failed to pay all overtime wages and sick pay wages earned by employees as a result of failing to include the value of allegedly non-discretionary bonus payments in employees' regular rates of pay.

1. On August 28, 2023, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA based on the alleged violations of the California Labor Code described in Section II.1.
2. On August 29, 2023, Plaintiff filed the Complaint. On November 2, 2023, Plaintiff amended the Complaint to add a cause of action under PAGA. On December 1, 2023, the Court dismissed the class claims without prejudice, leaving only the PAGA claim to be litigated.
3. In response to Plaintiff's Counsel's informal discovery requests, Defendant provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other

Aggrieved Employees to allow Plaintiff's Counsel to investigate Plaintiff's allegations and evaluate the value of the PAGA claim.

4. On November 13, 2024, the Parties participated in a full-day mediation with Steve Mehta, Esq. At mediation, Defendant provided confidential financial documentation regarding its financial condition. Plaintiff subsequently provided the financial documentation to his retained forensic accountant for review. Following the expert's review of Defendant's financial information, the Parties agreed to fully and finally resolve the PAGA claims at issue in the Action as to Plaintiff and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

1. Non-Admission. Nothing in this Settlement shall be construed as an admission by Plaintiff that his claims lack merit or by Defendant of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person. Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement to avoid further disputes and litigation, and the associated inconvenience, expenses, and risks. This Settlement, and any related court documents or orders, shall not be cited or admitted as evidence of liability.
2. Maximum Settlement Amount. Defendant shall pay a non-reversionary Maximum Settlement Amount of \$250,000.00. Defendant shall not be required to pay more than the Maximum Settlement Amount, except as provided in the Escalator Clause set forth below. The Maximum Settlement Amount shall be paid in five equal installments of \$50,000.00 each, with the first payment due on February 7, 2026, and each subsequent payment due on the 7th day of each following month until the full amount is paid.
3. Escalator Clause. Defendant represents that 259 Aggrieved Employees worked a total of 14,752 pay periods during the PAGA Period. Should the actual number of pay periods worked during the PAGA Period exceed this figure by 10% or more (i.e., if there are 16,228 or more pay periods worked during the PAGA Period), Defendant shall proportionally increase the Maximum Settlement Amount (for example, if there is a 12% increase in the number of pay periods, the Maximum Settlement Amount shall be increased by 12%).
4. Net Settlement Amount. The Parties will request that the Court approve the following deductions from the Maximum Settlement Amount:
 - a. Plaintiff's Attorneys' Fees and Costs. Defendant will not oppose Plaintiff's request for attorneys' fees of up to one-third of the Maximum Settlement Amount (currently estimated to be \$83,333.33) and costs incurred in prosecuting this Action, up to \$50,000.00. If the Court approves a lesser amount, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order awarding less than the full amount sought for attorneys' fees and costs). The Settlement Administrator shall report these payments on IRS Form 1099 issued to Plaintiff's Counsel.
 - b. Representative Enhancement Payment. Defendant will not oppose Plaintiff's request for a Representative Enhancement Payment of up to \$10,000.00 to

compensate Plaintiff for his work in this matter. If the Court approves a lesser amount, the difference will be added to the Net Settlement Amount.

- c. Administration Costs. Defendant will not oppose payment of the Settlement Administrator's costs, currently estimated to be \$5,000.00. If the Court approves a lesser amount, the difference will be added to the Net Settlement Amount. The Settlement Administrator shall report this payment on IRS Form 1099 issued to the Settlement Administrator.
5. Allocation of Net Settlement Amount. The Net Settlement Amount shall be distributed 75% to the LWDA and 25% to the Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% share for Aggrieved Employees shall be distributed on a proportional basis, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.
6. Representative PAGA Release. All Aggrieved Employees, including Plaintiff, shall release and discharge Defendant, and its past and present officers, directors, shareholders, managers, exempt employees, agents, principals, spouses, heirs, representatives, accountants, auditors, consultants, and their respective successors, predecessors, subsidiaries, affiliates, parents, and attorneys (collectively, the "Released Parties"), from all PAGA claims based on the Labor Code violations pled in the operative complaint or described in Plaintiff's LWDA letter dated August 28, 2023, or which could have been pled or described based on the factual allegations therein, arising during the PAGA Period (the "Released Claims"). This release covers only PAGA claims. Aggrieved Employees will not be releasing any underlying individual wage and hour claims through this Settlement. Aggrieved Employees will not be provided an opportunity to opt out of the PAGA Release
7. Covenants and Representations by Plaintiff and Plaintiff's Counsel.
 - a. Plaintiff represents and warrants that he has not assigned or transferred, nor purported to assign or transfer, to any person or entity any claim or portion thereof, or interest therein, that is or may be subject to this Settlement.
 - b. Plaintiff acknowledges that he has read this Settlement, fully understands his rights, privileges, and duties under the Settlement, and enters into this Settlement freely and voluntarily. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys regarding the terms of this Settlement and the consequences of signing it.
8. Judgment. As part of the motion seeking approval of the Settlement, Plaintiff shall submit a proposed order and judgment entering judgment in the Action in accordance with the terms of the Settlement and retaining jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA claims asserted by Plaintiff and the Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. Settlement Administrator. The Parties agree to use Phoenix Settlement Administrators to administer this Settlement.
2. Provision of Information for Aggrieved Employees. Within ten (10) business days after the Effective Date, Defendant shall provide the Settlement Administrator with a list of Aggrieved Employees in a computer-readable format, such as a Microsoft Excel spreadsheet. The list shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked during the PAGA Period, and Social Security number. The list shall also include the aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period. Because the list will contain confidential information, the Settlement Administrator shall maintain the list in strict confidence and limit access to those who require it for the administration of the Settlement.
3. Explanatory Letter and Individual PAGA Payments. Upon receipt of the Aggrieved Employees' information, the Settlement Administrator shall update the addresses using the National Change of Address database.
 - a. Approval Before Mailing Individual PAGA Payments. Within ten (10) business days of receiving the Aggrieved Employees' information, the Settlement Administrator shall circulate to counsel for both Parties an anonymized spreadsheet containing the proposed Individual PAGA Payments and the data used to calculate such payments. The Settlement Administrator shall also determine whether the Escalator Clause has been triggered. The Settlement Administrator shall obtain approval from all counsel before mailing the Individual PAGA Payments.
 - b. Mailing Individual PAGA Payments. Within five (5) business days after obtaining approval to proceed, the Settlement Administrator shall mail to each Aggrieved Employee via regular First-Class U.S. Mail: (i) the explanatory letter (in English and Spanish) mutually approved by the Parties, attached as Exhibit A; and (ii) the Individual PAGA Payment. Defendant fully discharges its obligations to Aggrieved Employees upon the initial mailing of the Individual PAGA Payment checks, regardless of whether such checks are actually received or negotiated.
 - c. Payment of Remainder. Within five (5) business days after obtaining approval to proceed, the Settlement Administrator shall also disburse the following payments: (1) the 75% share of the Net Settlement Fund to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; (3) Court-approved Representative Enhancement Payment to Plaintiff; and (4) Court-approved administration costs to the Settlement Administrator.
4. Tax Treatment. Each Individual PAGA Payment shall be characterized as penalties and reported on IRS Form 1099 issued to the Aggrieved Employee. Individual PAGA Payment checks shall remain negotiable for one hundred eighty (180) days after mailing (the "check cashing deadline"). Any check not negotiated within that period shall be transferred to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved

Employee. Neither Plaintiff nor Defendant, nor counsel for either Party, makes any representations or warranties regarding the tax consequences of any payments made pursuant to this Settlement.

5. Undeliverable Notices. If an Explanatory Letter is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall re-mail it to any forwarding address provided. If no forwarding address is available, the Settlement Administrator shall make reasonable efforts, including a skip trace, to obtain a new address within five (5) business days. If a new address is found, the Settlement Administrator shall re-mail the Explanatory Letter within five (5) business days. The address identified by the Settlement Administrator shall be presumed to be the best address for each Aggrieved Employee.
6. Accounting. As soon as practicable after the check cashing deadline, the Settlement Administrator shall provide the Parties with an accounting under oath of all amounts paid from the Settlement.

V. MISCELLANEOUS PROVISIONS

1. Non-Publicity. The Parties agree that no Party shall issue any press release or other public statement regarding the Settlement, except as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel shall not initiate or have any contact with the press, respond to any press inquiry, or otherwise communicate with the press regarding this case.
2. Successors. This Settlement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, and successors.
3. Governing Law. This Settlement shall be construed under, and governed by, the laws of the State of California, without regard to choice of law principles. All questions concerning the validity, interpretation, or performance of any of its terms, or the rights and obligations of the Parties under this Settlement, shall be governed by California law. Any legal or equitable action necessary to enforce the terms of this Settlement shall be brought in the State of California, Orange County.
4. Complete Agreement. The Parties acknowledge and represent that no promise or representation not contained in this Settlement has been made to them, and that this Settlement contains the entire agreement between them concerning the subject matter herein. This Settlement cannot be amended or modified except by a written instrument signed by the Parties.
5. Judgment and Continued Jurisdiction. Upon approval of the Settlement, the Court shall retain continuing jurisdiction over the Action pursuant to California Code of Civil Procedure § 664.6 for purposes of: (i) interpreting and enforcing the terms of the Settlement; (ii) administering the Settlement; and (iii) addressing such post-judgment matters as may be appropriate under court rules or the terms of this Settlement.
6. Amendment or Modification. This Settlement may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest or counsel.

7. Authorization to Enter into Settlement. Counsel for the Parties represent and warrant that they are expressly authorized by their respective clients to negotiate and enter into this Settlement and to execute all documents necessary to effectuate its terms. The Parties and their counsel shall cooperate in good faith and use their best efforts to implement the Settlement. If disagreement arises regarding the form or content of any document required to implement the Settlement, or any necessary supplemental provision, the Parties may seek the Court's assistance to resolve the issue.
8. Execution and Counterparts. This Settlement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and scanned copies of the signature pages shall be deemed equivalent to originals, provided that counsel exchange original signed counterparts.
9. Severability. If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable term shall be deemed amended to the extent necessary to permit its enforceability, consistent with the intent of the Parties as determined from the face of this Settlement.
10. Waiver. No waiver of any condition or covenant contained in this Settlement, or failure to exercise a right or remedy, shall constitute a waiver of any other condition, covenant, right, or remedy.
11. 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 agreement or to declare rights and/or obligations under this agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.
12. Mutual Preparation. The Parties acknowledge that they have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement shall not be construed more strictly against one Party on the basis that it was drafted by counsel for that Party.
13. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations preceding the execution of this Settlement, and that this Settlement has been executed with the consent and advice of counsel.
14. Cooperation and Execution of Necessary Documents. The Parties agree to cooperate in good faith and to execute all documents reasonably necessary to effectuate the terms of this Settlement. The Parties shall work cooperatively, diligently, and in good faith to ensure that all documents necessary to seek the Court's approval of this Settlement are timely filed.
15. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and intend that this Settlement shall be fully enforceable and binding on all Parties. The Parties further agree that the Settlement shall be admissible and

subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that might otherwise apply under federal or state law.

IN WITNESS THEREOF, the Parties acknowledge that they have read this Settlement, fully understand its terms and provisions, accept and agree to be bound by its terms, and hereby execute it voluntarily and with full understanding of its consequences.

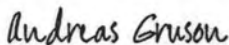
Dated: May 20, 2025, 2025

PLAINTIFF

By: 
Edgar Algarin (May 20, 2025 11:12 PDT)
Edgar Algarin

FLEETGENIUS, LLC

Dated: May 19, 2025, 2025


By: Andreas Gruson
Its: CEO

APPROVED AS TO FORM:

Dated: May 20, 2025

HAINES LAW GROUP, APC

By: 
Andrew J. Rowbotham
Attorneys for Plaintiff

Dated: May 19, 2025

STRADLING YOCCA CARLSON & RAUTH

By: 
Shane P. Criqui
Attorneys for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Edgar Algarin v. FleetGenius, LLC
Orange County Superior Court
Case No. 30-2023-01344927-CU-OE-CXC

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]
XXX-XX-[LAST 4 SSN]

I. NOTICE OF PAGA SETTLEMENT

The Orange County Superior Court (the “Court”) has approved the PAGA Settlement Agreement (“Settlement”) in the above-captioned lawsuit filed by Edgar Algarin (“Plaintiff”) on behalf of himself and all other aggrieved employees of Defendant FleetGenius, LLC (“Defendant”), including you. Plaintiff and Defendant will be collectively referred to as the “Parties.”

In this lawsuit, Plaintiff sought to recover civil penalties for alleged violations of a California law known as the Private Attorneys General Act (“PAGA”). Plaintiff is acting as a “private attorney general” on behalf of the California Labor and Workforce Development Agency (“LWDA”), the State of California, and other employees of Defendant. Plaintiff alleges that Defendant is liable for civil penalties under PAGA because Defendant failed to pay all minimum and overtime wages; failed to provide all required meal periods; failed to authorize and permit all required rest periods; failed to reimburse all necessary business expenses; failed to pay sick time at the regular rate of pay; failed to timely pay all final wages owed upon separation from employment; failed to maintain accurate records; and failed to pay all wages at least twice during each calendar month.

The Court has **not** ruled on Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims. Defendant maintains that Plaintiff’s allegations are without merit, and entered into this Settlement without admitting liability.

You are receiving this Notice because you are in the group of employees referred to as the PAGA “Aggrieved Employees,” which is defined as: “all current and former non-exempt employees of Defendant who worked in California at any time between August 28, 2022 and February 20, 2025.” The time period from August 28, 2022 and February 20, 2025 is also known as the “PAGA Period.”

II. CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENT

The Net Settlement Amount shall be distributed 75% to the LWDA and 25% to the Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% share for Aggrieved Employees shall be distributed on a proportional basis, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

Based on Defendant’s records, you worked a total of [THIS EMPLOYEE’S PAY PERIODS] pay periods during the PAGA Period. The total number of pay periods worked by all PAGA Aggrieved

Employees during the PAGA Period is **[TOTAL PAY PERIODS]**. Based on these figures, your Individual PAGA Payment has been calculated at **[\$AMOUNT PAID TO THIS EMPLOYEE]**. Your payment is enclosed with this Notice. The average PAGA Payment is \$110.60.

For tax purposes, your payment is classified as a civil penalty. **It is not wages and will not be reported on a W-2.** Instead, the Settlement Administrator will issue you an IRS Form 1099 for the amount of your payment. Neither Plaintiff, Defendant, nor their attorneys can provide tax advice. If you have questions about your personal tax obligations, you should consult a tax advisor.

III. RELEASE

On **[PAGA APPROVAL DATE]**, the Court approved the Parties' Settlement Agreement. By operation of the Settlement's terms, the PAGA Aggrieved Employees will release and discharge Defendant, and its past and present officers, directors, shareholders, managers, exempt employees, agents, principals, spouses, heirs, representatives, accountants, auditors, consultants, and their respective successors, predecessors, subsidiaries, affiliates, parents, and attorneys (collectively, the "Released Parties"), from all PAGA claims based on the Labor Code violations pled in the operative complaint or described in Plaintiffs LWDA letter dated August 28, 2023, or which could have been pled or described based on the factual allegations therein, arising during the PAGA Period (the "Released Claims"). This release covers only PAGA claims. Aggrieved Employees will not be releasing any underlying individual wage and hour claims through the Settlement. Aggrieved employees do not have the opportunity to opt out of the PAGA Release.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

You may contact the Court-approved Settlement Administrator, Phoenix Settlement Administrators, at **[ADMINISTRATOR INFO]** with any questions.

Settlement checks expire one hundred eighty (180) days after issuance if not deposited or cashed. Any check not deposited or cashed within one hundred eighty (180) days of mailing will be transferred to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee. **If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.**

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

August 28, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Edgar Algarin v. FleetGenius, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Edgar Algarin (“Mr. Algarin”) in claims arising from his employment with FleetGenius, LLC and Does 1 through 100 (“Defendants”). Mr. Algarin is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 (“any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.”) (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate a company specializing in replacing residential garbage cans. Mr. Algarin was employed by Defendants as a non-exempt “Delivery Driver” from approximately November 2020 until approximately October 2022. Defendants assigned Mr. Algarin routes in Riverside County, including Banning, Beaumont, Moreno Valley, Temecula, Hemet, and Menifee. Mr. Algarin’s primary job duties included driving to residential homes to replace trash cans and disposing of the defective trash cans at Defendants’ Moreno Valley yard. Mr. Algarin was routinely assigned to travel to approximately 100 to 160 homes during shifts approximately 8 to 10 hours long.

During Mr. Algarin’s employment with Defendants, Mr. Algarin worked in excess of 8 hours per workday and/or more than 40 hours per workweek but did not receive overtime compensation equal to one and one-half times his regular rate of pay for working overtime hours. Specifically, Defendants paid Mr. Algarin and other aggrieved employees non-discretionary incentive pay and/or other forms of pay that are not excludable from an employee’s “regular rate” of compensation including but not limited to bonuses and payments denoted as “Bonus” and “EPSLCovid” (hereinafter referred to collectively as

“Incentive Pay”). As a result of paying Mr. Algarin and other aggrieved employees Incentive Pay, Defendants failed to properly calculate the regular rate of pay, resulting in unpaid overtime wages.

During Mr. Algarin’s employment with Defendants, Defendants failed to compensate Mr. Algarin and other aggrieved employees for all hours actually worked, resulting in unpaid minimum wages and additional unpaid overtime wages. Specifically, Defendants maintained a policy to not allow Mr. Algarin and other aggrieved employees to clock-in prior to their scheduled shift time of 5:00 a.m., even on occasions when Mr. Algarin and other aggrieved employees began work prior to 5:00 a.m. Defendants also failed to compensate Mr. Algarin and other aggrieved employees during the time they worked through their meal periods. Due to their work demands, Mr. Algarin and other aggrieved employees frequently worked through their meal periods. Specifically, Defendants’ managers frequently interrupted Mr. Algarin during his meal periods with work-related calls. As a result, Defendants required Mr. Algarin and other aggrieved employees to perform work while off-the-clock, and Defendants failed to compensate Mr. Algarin and other aggrieved employees for all minimum and overtime wages owed. Moreover, Defendants required that Mr. Algarin download cellular phone applications, initially “Heartland” and later “Paycor,” to clock-in and out, which recorded Mr. Algarin’s clock-in and clock-out times to the minute. Defendants, however, maintained timekeeping policies and practices that rounded and/or time-shaved Mr. Algarin’s hours, which resulted in Mr. Algarin not being compensated for all hours actually worked. Due to Defendants’ timekeeping policies and practices that fail to compensate for all hours worked, Mr. Algarin and other aggrieved employees were deprived of all required minimum wages. See *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, 654 (“[I]f an employer, as in this case, can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for “all the time” worked.”). Further, on occasions when Mr. Algarin worked over eight hours in a day and/or forty hours in a workweek, this process of time-shaving or rounding also deprived him of all overtime wages owed.

Defendants also failed to provide Mr. Algarin and other aggrieved employees with all legally-compliant meal periods due to Defendants’ unlawful meal period policies/practices that failed to provide timely, duty-free 30-minute first meal periods commencing before the end of the fifth hour of work and **any** second duty-free, 30-minute meal periods when they worked shifts in excess of 10.0 hours. Specifically, Defendants automatically deducted 30 minutes from Mr. Algarin’s hours, from 10:00 a.m. to 10:30 a.m., without verifying if Mr. Algarin received an uninterrupted and timely 30-minute meal period. Assuming that Defendants’ timecards are accurate, they show that Mr. Algarin was routinely provided with untimely meal periods, after his fifth hour of work. Moreover, due to Mr. Algarin’s workload and the numerous cities he had to drive to during his shifts, Mr. Algarin worked through his meal periods to complete his job duties. Defendants’ managers frequently called Mr. Algarin throughout his shift to inform him that he was behind on his routes, including during his purported meal periods. As a result, Defendants failed to provide 30-minute, uninterrupted, duty-free meal periods. On occasions when Mr. Algarin

and other aggrieved employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Mr. Algarin and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7. Upon information and belief, Defendants failed to maintain pay codes for the payment of meal period premium payments as required by Labor Code § 226.7.

Further, Defendants regularly failed to authorize and permit Mr. Algarin and other aggrieved employees to take **any** duty-free 10-minute rest periods for every four hours worked, or major fraction thereof, due to Defendants' unlawful rest period policies/practices. As mentioned, Mr. Algarin frequently worked through his rest periods to complete his workload and Defendants frequently interrupted Mr. Algarin and other aggrieved employees during rest periods with work-related calls. On occasions when Mr. Algarin and other aggrieved employees were not provided with all lawful rest periods to which they were entitled, Defendants failed to pay Mr. Algarin and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7. Upon information and belief, Defendants failed to maintain pay codes for the payment of rest period premium payments as required by Labor Code § 226.7.

Additionally, Defendants required Mr. Algarin and other aggrieved employees to use their personal cellular phones to clock-in and out of their shifts and meal periods. Even though Defendants provided a company phone, Defendants required that Mr. Algarin and other aggrieved employees download the "Heartland" and "Paycor" applications on their personal cellular phones to clock-in and out of their shifts. As mentioned, Defendants' managers also communicated with Mr. Algarin on his personal cellular phone throughout the day regarding his work duties. Despite requiring Mr. Algarin and other aggrieved employees to utilize their personal cellular phones for work purposes, Defendants failed to reimburse these aggrieved employees for all necessary business expenses associated with using their personal cell phones, in violation of Labor Code § 2802. Upon information and belief, Defendants failed to maintain any policy for reimbursing employees for work-related expenses.

Defendants also failed to pay Mr. Algarin and other aggrieved employees all sick pay wages owed to them. Defendants' policies and practices dictated that sick pay payments be made at an employee's base rate of pay, as opposed to their regular rate of pay. Because Mr. Algarin and other aggrieved employees received Incentive Pay that was required to be included in their regular rate of pay, but were not, Mr. Algarin and other aggrieved employees have not been paid all sick pay wages owed to them.

Defendants violated Labor Code §§ 201-203 by failing to pay Mr. Algarin his final wages immediately upon his termination. Moreover, as a result of Defendants' failure to pay all overtime wages, minimum wages, sick pay wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Algarin and other aggrieved employees, and failed to

pay all final wages owed to Mr. Algarin and other aggrieved employees upon their respective separations of employment. Further, Defendants' wage statements are also facially deficient due to their failure to include the number of hours applicable to Incentive Pay and their failure to include the amount of hours accrued in sick pay, in violation of Labor Code §§ 226(a) and 246(i).

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"):

Overtime Wage Violations

Defendants were required to properly pay Mr. Algarin and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 9. Wage Order 9, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Mr. Algarin and other aggrieved employees to work overtime hours but did not compensate Mr. Algarin or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Wage Order 9, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Algarin and members of the Minimum Wage Class for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 9.

Meal Period Violations

As alleged above, Defendants failed to provide Mr. Algarin and other aggrieved employees with all required and compliant meal periods. See Labor Code §§ 226.7 and 512; Wage Order 9, § 10. As a result, Mr. Algarin and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. See Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As described above, Defendants also failed to authorize and permit Mr. Algarin and other aggrieved employees to take all required and compliant rest periods. See Labor Code §§ 226.7 and 516; Wage Order 9, § 11. As a result, Mr. Algarin and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. See Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Mr. Algarin and the members of the Reimbursement Class for all necessary business expenses incurred, including, among other things, personal cellular phone usage. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Mr. Algarin and members of the Reimbursement Class are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code §2802.

Sick Time Pay Violations

Defendants were required to properly pay Mr. Algarin and other aggrieved employees for all vested sick time at their regular rate of compensation pursuant to Labor Code § 246. Defendants compensated Mr. Algarin and other aggrieved employees at their base rate of pay but did not compensate Mr. Algarin or other aggrieved employees at their regular rate of pay for all such hours.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Algarin and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq.* Defendants' failures in furnishing Mr. Algarin and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime, minimum, and sick pay wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event

the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. Defendants violated Labor Code §§ 201-203 by failing to pay Mr. Algarin his final wages immediately upon his termination. Moreover, Defendants failed to timely pay Mr. Algarin and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, overtime and minimum wages, meal and rest period premium wages, and underpaid sick pay wages. Further, as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Mr. Algarin and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an "aggrieved employee", Mr. Algarin will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Mr. Algarin's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Mr. Algarin and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Algarin and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Defendants violated Labor Code §§ 226.7, 512, and 558, by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Algarin and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Algarin and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Mr. Algarin and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Algarin and other aggrieved employees for all work-related expenses incurred;

- f. Defendants violated Labor Code § 226 by failing to furnish Mr. Algarin and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Defendants violated Labor Code § 246 by failing to pay Mr. Algarin and other aggrieved employees sick time pay at their regular rate of compensation;
- h. Defendants violated Labor Code §§ 201-203 by failing to timely pay all final wages due to Mr. Algarin and other aggrieved employees;
- i. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Mr. Algarin and aggrieved employees; and
- j. Defendants violated Labor Code § 204 by failing to pay Mr. Algarin and other aggrieved employees all wages earned at least twice during each calendar month.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

cc: FleetGenius, LLC, c/o Paracorp Incorporated, Matthew Marzucco, 2804 Gateway Oaks Drive, Sacramento, CA 95833, agent for service of process (via certified mail)

PROOF OF ACCEPTANCE
(ELECTRONIC)

PRODUCED DATE: 08/29/2023

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8328 1238 72

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 08/28/2023

ORIGINAL INTENDED RECIPIENT:

FLEETGENIUS LLC

C/O: PARACORP INCORPORATED MATTHEW MARZUCCO AGENT FOR SERVICE OF PR

2804 GATEWAY OAKS DR

SACRAMENTO CA 95833-4345

JR



Mailer: Haines Law Group

Date Produced: 08/31/2023

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8328 1238 72. Our records indicate that this item was delivered on 08/30/2023 at 10:40 a.m. in SACRAMENTO, CA 95833. The scanned image of the recipient information is provided below.

Signature of Recipient :

Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

FLEETGENIUS LLC
C/O: PARACORP INCORPORATED MATTHEW MARZUCCO AGENT FOR SERVICE OF PROCESS
2804 GATEWAY OAKS DR
SACRAMENTO CA 95833-4345

Customer Reference Number: C4426140.26460134

Return Reference Number JR

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for submission of your PAGA Case.
Date: Monday, August 28, 2023 4:32:15 PM

8/28/2023

LWDA Case No. LWDA-CM-978164-23
Law Firm : Haines Law Group, APC
Plaintiff Name : Edgar Algarin
Employer: FleetGenius, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Fletcher

Your Last Name *

Schmidt

Firm Name (if any) *

Haines Law Group, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

jramirez@haineslawgroup.

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

4242922350

Your State *

California

Your Zip/Postal Code *

90245

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Edgar Algarin

Plaintiff/Aggrieved Employee Occupation *

Delivery Driver

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

FleetGenius, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

2525 Tarpon Rd

Naples

Employer State *

Florida ▼

Employer Zip/Postal Code *

34102

Employer Industry *

Other ▼

Employer Industry for "Other" *

Replacing residential garb

Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

500

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☒ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

jramirez@haineslawgroup.com

Provide Details of Other Violation *

Failing to pay sick time pay at their regular rate of compensation

Other(Maybe Multiple)

- ☒ Other Violation

Provide Details of Other Violation *

Failure to pay twice monthly

Other(Maybe Multiple)

☐ Other Violation

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Paul

Billing Last Name *

Haines

Billing Email *

jramirez@haineslawgroup.

Billing Phone

4242922350

Billing Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite 180

Billing City *

El Segundo

Billing State *

California

Billing Zip/Postal Code *

90245

Credit Card Type *

Visa

Credit Card Number *

4154178575546940

CVV Number *

182

Credit Card Expiration Month *

05

mm

Credit Card Expiration Year *

2024

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

2023-08-28 ... LWDA Ltr.pdf

Other Attachment – (if any) (must be a .pdf)

No file chosen

[Add Another Attachment](#)

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

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

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

EXHIBIT 3

EXHIBIT 4

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

Edgar Algarin v. Fleet Genius

		<u>Qty/Price</u>	<u>Amount</u>
8/29/2023	IDLC Filing fee for: LWDA. Order #: [REDACTED]	1 75.00	75.00
	IDLC One Legal's filing fee for: Complaint, Civil case cover sheet, Summons issued and filed. Order #: [REDACTED]	1 1,492.98	1,492.98
8/31/2023	IDLC One Legal's filing fee for: Notice of posting of jury fees Order #: [REDACTED]	1 170.07	170.07
9/7/2023	IDLC First Legal's service fee for: Service of summons and complaint Process - Branch 3 days Order #: [REDACTED] Base charge + PDF/Ship + Fuel charge	1 167.63	167.63
9/8/2023	IDLC One Legal's filing fee for: Proof of service of summons Order #: [REDACTED]	1 15.65	15.65
9/20/2023	IDLC One Legal's filing fee for: Peremptory challenge pursuant to 170.6 CCP Order #: [REDACTED]	1 15.65	15.65
10/27/2023	ALL One Legal's filing fee for: Proof of service Order #: [REDACTED]	1 15.65	15.65
11/6/2023	ALL One legal's filing fee for: Notice and acknowledgment of receipt Order #: [REDACTED]	1 15.65	15.65
11/9/2023	ALL One Legal's filing fee for: Amended complaint Order #: [REDACTED]	1 15.65	15.65
11/13/2023	KI Filing Fee for: AAA Approval Code: 06689G	1 360.50	360.50

			<u>Qty/Price</u>	<u>Amount</u>
12/2/2023	ALL	One Legal's filing fee for: Request for dismissal, Declaration Order #: [REDACTED]	1 15.65	15.65
1/25/2024	ALL	One Legal's filing fee for: Joint statement Order #: [REDACTED]	1 17.71	17.71
5/14/2024	ALL	Steve Mehta mediation fee for November 13, 2024. Invoice #: [REDACTED]	1 10,000.00	10,000.00
5/24/2024	IDLC	First Legal's filing fee for: Joint Stipulation to Continue Case Management Conference; [Proposed] Order; Proof of Service; Joint Stipulation to Continue Case Management Conference; [Proposed] Order. Order #: [REDACTED] Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 35.00	35.00
11/11/2024	ML	BRG Expert fee for services rendered through October 31, 2024. Invoice #: [REDACTED]	1 22,628.00	22,628.00
1/2/2025	ML	First Legal's service fee for courtesy copies of status report and POS deliver to department CX105 Order #: [REDACTED]	1 37.25	37.25
	ML	First Legal's filing fee for Joint Status Report; Proof of Service Order #: [REDACTED]	1 15.20	15.20
2/20/2025	ML	Steve Mehta Mediation fee for mediation on 11/13/24 Post mediation services, courtesy reduction and fees split in half. Invoice #: [REDACTED]	1 1,950.00	1,950.00
4/24/2025	IO	One Legal's filing fee for: Stipulation and Order, Proposed Stipulation and Order Order #: [REDACTED]	1 41.51	41.51
Total Costs:				<u><u>\$37,084.75</u></u>

EXHIBIT 5

Haines Law Group, APC
Billing Summary
Edgar Algarin v. FleetGenius, LLC

Activity	Attorney/Hrs/Rate	AMOUNT
Initial case research, client intake interview, review of personnel file and client documents, and new client onboarding	PKH 2.5 hrs. @\$925/hr. = \$2,312.50 FWS 8.6 hrs. @\$825/hr. = \$7,095.00 JR 1.0 hrs. @\$200/hr. = \$200.00	\$9,607.50
Conduct legal research regarding Plaintiff's claims; conduct research regarding corporate structure of Defendant; search dockets for related actions	FWS 2.6 hrs. @\$825/hr. = \$2,145.00 AJR 1.0 hrs. @\$725/hr. = \$725.00 JR 0.5 hrs. @\$200/hr. = \$100.00	\$2,970.00
Draft class action complaint; filing and service of complaint and case-initiating documents; draft and finalize LWDA letter and serve on Defendant and the LWDA	AJR 1.5 hrs. @\$725/hr. = \$1,087.50 SJP 5.0 hrs. @\$550/hr. = \$2,750.00 JR 1.0 hrs. @\$200/hr. = \$200.00	\$4,037.50
Draft and file FAC	AJR 0.5 hrs. @\$725/hr. = \$362.50 JR 0.5 hrs. @\$200/hr. = \$100.00	\$462.50
Calls and e-mails w defense counsel re service of complaint and trajectory of case, including the arbitration agreement between Plaintiff and Defendant; discussions with team re: same; serve complaint	FWS 1.0 hrs. @\$825/hr. = \$825.00 AJR 2.6 hrs. @\$725/hr. = \$1,885.00 SJP 1.0 hrs. @\$550/hr. = \$550.00 JR 1.8 hrs. @\$200/hr. = \$350.00	\$3,610.00
Review arbitration agreement between Plaintiff and Defendant; draft and file the request for dismissal of the individual and class action claims pled against Defendant, without prejudice along with supporting documents	AJR 0.7 hrs. @\$725/hr. = \$507.50 SJP 3.6 hrs. @\$550/hr. = \$1,980.00 JR 0.5 hrs. @\$200/hr. = \$100.00	\$2,587.50
Filing Plaintiff's individual arbitration against Defendant to pursue his individual PAGA claim; attended initial arbitration case management conference; filed stipulations to continue	AJR 0.5 hrs. @\$725/hr. = \$362.50 SJP 6.3 hrs. @\$550/hr. = \$3,465.00 JR 0.5 hrs. @\$200/hr. = \$100.00	\$3,927.50

arbitration hearings and deadlines while the parties mediate		
Review Defendant's answer; meeting and conferring with opposing counsel re case and joint ISC statement; researching mediators and availability	FWS 0.5 hrs. @\$825/hr. = \$412.50 AJR 2.8 hrs. @\$725/hr. = \$2,030.00 SJP 0.5 hrs. @\$550/hr. = \$275.00	\$2,717.50
Review and organize mediation data production; conduct review and analysis of Defendant's timekeeping and payroll records for exposure analysis; meet and confer with expert regarding data analysis; draft mediation brief and prepare for mediation; legal research re same; draft and confer with Defendant re stipulations to continue court state court hearings in advance of mediation	PKH 2.1 hrs. @\$925/hr. = \$1,942.50 FWS 6.9 hrs. @\$825/hr. = \$5,692.50 AJR 27.5 hrs. @\$725/hr. = \$19,937.50 SJP 5.2 hrs. @\$550/hr. = \$2,860.00 JR 2.5 hrs. @\$200/hr. = \$500.00	\$30,932.50
Attend mediation with Steve Mehta, Esq.; draft MOU; calls with client for settlement approval	FWS 8.0 hrs. @\$825/hr. = \$6,600.00 AJR 10.5 hrs. @\$725/hr. = \$7,612.50 SJP 1.1 hrs. @\$550/hr. = \$605.00	\$14,817.50
Negotiate and provide edits to draft long-form settlement agreement and notice packet; discussions with opposing counsel re the same; communications w client re same; obtain and review administration bids	FWS 2.1 hrs. @\$825/hr. = \$1,732.50 AJR 6.4 hrs. @\$725/hr. = \$4,640.00 SJP 2.5 hrs. @\$550/hr. = \$1,375.00	\$7,747.50
Draft PAGA approval motion and supporting documents, including legal research; file motion for PAGA approval	FWS 2.2 hrs. @\$825/hr. = \$1,815.00 AJR 10.8 hrs. @\$725/hr. = \$7,830.00 SJP 15.5 hrs. @\$550/hr. = \$8,525.00 JR 2.4 hrs. @\$200/hr. = \$480.00	\$18,650.00
Misc. internal meetings regarding case strategy and case status.	FWS 2.0 hrs. @\$825/hr. = \$1,650.00 AJR 2.8 hrs. @\$725/hr. = \$2,030.00 SJP 2.8 hrs. @\$550/hr. = \$1,540.00 JR 1.3 hrs. @\$200/hr. = \$260.00	\$5,480.00
TOTAL:		\$107,547.50

EXHIBIT 6

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 7



BRG

INVOICE

Paul Haines
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

November 11, 2024
Client-Project: [REDACTED]
Invoice #: [REDACTED]
Tax ID: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Edgar Algarin, et al. v. FleetGenius, LLC

Services Rendered Through October 31, 2024

Professional Services	\$	22,628.00	USD
CURRENT CHARGES	\$	22,628.00	USD

PAYMENT IS DUE BY December 11, 2024

Please direct questions regarding this invoice to: Jon M. DuMond at [REDACTED]

Please remit wire/ACH payment to:

Bank Name: [REDACTED]
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: [REDACTED]
Account #: [REDACTED]
Reference: [REDACTED]

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
[REDACTED]

Please remit express/overnight payment to:

[REDACTED]

Please send remittance advice details to:

[REDACTED]

cc:

[REDACTED]

Via Email: [REDACTED]



To: Paul Haines
c/o: Haines Law Group
RE: Edgar Algarin, et al. v. FleetGenius, LLC

Page 2 of 3
Invoice # [REDACTED]
Client-Project: [REDACTED]

Services Rendered Through October 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	675.00	4.40	2,970.00
Senior Managing Consultant			
Brooke Truitt	460.00	31.40	14,444.00
Senior Associate			
Edyney Lopez	395.00	13.20	5,214.00
Total Professional Services		49.00	22,628.00



INVOICE

To: Paul Haines
c/o: Haines Law Group
RE: Edgar Algarin, et al. v. FleetGenius, LLC

Page 3 of 3
Invoice # [REDACTED]
Client-Project: [REDACTED]

Services Rendered Through October 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
10/11/24	Jon M. DuMond	Download/review data files.	1.50
10/14/24	Brooke Truitt	Loaded data;Reviewed data.	3.30
10/15/24	Brooke Truitt	Prepared data.	3.10
10/16/24	Brooke Truitt	Prepared data.	8.10
10/17/24	Edyney Lopez	Analyzed data.	4.10
10/17/24	Brooke Truitt	Prepared data.	6.70
10/18/24	Edyney Lopez	Analyzed data.	4.00
10/18/24	Brooke Truitt	Prepared data.	2.90
10/21/24	Edyney Lopez	Analyzed data.	4.60
10/21/24	Brooke Truitt	Analyzed data.	1.50
10/22/24	Edyney Lopez	Analyzed data.	0.50
10/22/24	Brooke Truitt	Analyzed data.	4.50
10/23/24	Jon M. DuMond	Review analyses/programs; case discussions.	2.90
10/23/24	Brooke Truitt	Analyzed data.	1.30
Professional Services			49.00

EXHIBIT 8

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbotham@haineslawgroup.com
Susan J. Perez (SBN 329044)
sperez@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff Tamiko Brooks

JUSTICE LAW CORPORATION

Douglas Han (SBN 232858)
dhan@justicelawcorp.com
Shunt Tatavos-Gharajeh (SBN 272164)
statavos@justicelawcorp.com
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259
Attorneys for Plaintiff Alyssa Webb,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TAMIKO BROOKS and ALYSSA WEBB, as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

v.

HOME CARE ASSISTANCE OF
CALIFORNIA, LLC, a Delaware Limited
Liability Company; HOME CARE
ASSISTANCE, INC., a California
Corporation; HOME CARE ASSISTANCE,
LLC, a Delaware Limited Liability Company,
and DOES 1 through 100,

Defendants.

FILED
Superior Court of California
County of Los Angeles

JUL 08 2025

David W. Slayton, Executive Officer/Clerk of Court
By: J. Cruz, Deputy

Case No. 21STCV06850

[Case assigned for all purposes to the Hon.
Doreen B. Boxer, Dept. 19]

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFFS'
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, REASONABLE
ATTORNEYS' FEES AND COSTS, AND
REPRESENTATIVE ENHANCEMENT
PAYMENT**

RESERVATION ID 600106760667

Date: July 8, 2025
Time: 8:30 a.m.
Dept.: 19

Action Filed: February 22, 2021
Trial Date: None Set

[PROPOSED] JUDGMENT AND ORDER GRANTING PAGA SETTLEMENT APPROVAL

1 **[PROPOSED] JUDGMENT AND ORDER**

2 The Motion of Plaintiffs Tamiko Brooks and Alyssa Webb (collectively, "Plaintiffs") for
3 Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable
4 Attorneys' Fees and Costs, and Representative Enhancement Payment, came on regularly for
5 hearing before this Court on July 8, 2025, at 8:30 a.m. Having considered the PAGA Settlement
6 Agreement, attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham in Support of
7 Plaintiffs' Motion, entered into between Plaintiffs and Defendant TheKey of California, LLC
8 f/k/a Home Care Assistance of California, LLC ("Defendant"), and the documents and evidence
9 presented in support thereof, and recognizing the disputed issues involved in this case, the risks
10 of further prosecution, the benefits to be received by the State of California and the PAGA
11 Aggrieved Employees pursuant to the PAGA Settlement Agreement, the Court hereby makes a
12 final ruling pursuant to Labor Code § 2699(f) that the proposed Settlement Agreement is fair,
13 reasonable, and adequate, and is the product of good faith, arms'-length negotiations between the
14 parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiffs' Motion for
15 Settlement Approval of Claims Brought under the Private Attorneys General Act, Reasonable
16 Attorneys' Fees and Costs, and Representative Enhancement Payments, and HEREBY ORDERS
17 as follows:

18 1. The "PAGA Aggrieved Employees" will be defined as: "all Defendant's current
19 and former non-exempt caregiver employees in California who worked at any time during the
20 PAGA Period."

21 2. The "PAGA Period" is defined as August 21, 2019 to June 21, 2024.

22 3. The Court hereby approves the Settlement as set forth in the PAGA Settlement
23 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the PAGA
24 Settlement Agreement according to its terms.

25 4. The Court orders that Defendant will pay the Gross Settlement Amount of
26 \$3,700,000.00 to the Settlement Administrator within sixty-five (65) calendar days of the date of
27 this Order.

08/05/2025

1 5. The Court hereby approves, as to form and content, the Notice of PAGA
2 Settlement and Release of Claims ("PAGA Notice"), which will be mailed via First-Class U.S.
3 Mail to the PAGA Aggrieved Employees along with the Individual PAGA Payments.

4 6. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

5 7. Within ten (10) business days of the date of this Order, Defendant will provide the
6 Settlement Administrator with the full names, mailing addresses, telephone numbers, social
7 security numbers, and pay period information during the PAGA Period for all PAGA Aggrieved
8 Employees.

9 8. The Settlement Administrator is directed to mail the Individual PAGA Payments,
10 as defined in the PAGA Settlement Agreement, and the PAGA Notice to the PAGA Aggrieved
11 Employees within the time limits specified in the Settlement Agreement.

12 9. The Court finds that attorneys' fees in the total amount of \$1,233,333.33 and
13 reimbursement of litigation costs of \$30,511.01 to Haines Law Group, APC, and \$22,004.29 to
14 Justice Law Corporation, are fair, reasonable, and adequate, and orders that the Settlement
15 Administrator distribute these payments to Plaintiffs' Counsel as provided for in the Settlement
16 Agreement.

17 10. The Court orders that the Settlement Administrator will be paid \$29,950 for all of
18 its work done and to be done until the completion of this matter, and finds that sum appropriate.

19 11. The Court finds that the Plaintiffs' Representative Service Payments in the amount
20 of \$5,000.00 to each Plaintiff (\$10,000.00 total) is appropriate for the risks they undertook and
21 their service to the PAGA Aggrieved Employees and the State of California. The Court finds that
22 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make
23 this payment in conformity with the terms of the Settlement.

24 12. The Court finds that the payment to the State of California Labor and Workforce
25 Development Agency ("LWDA") in the amount of \$1,780,651.03 (representing 75% of the
26 PAGA civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair,
27 adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the
28 terms of the PAGA Settlement Agreement.

1 13. The court approves the limited scope of the releases contained in the Settlement
2 Agreement.

3 a. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiffs
4 and their respective former and present spouses, representatives, agents, attorneys (including
5 PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge
6 Released Parties¹ from all claims, transactions or occurrences that occurred during the PAGA
7 Period, including, but not limited to: all claims that were, or reasonably could have been, alleged,
8 based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs'
9 Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Settlement
10 Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social
11 security benefits, workers' compensation benefits that arose at any time or based on occurrences
12 outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law
13 different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but
14 agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects,
15 notwithstanding such different or additional facts or Plaintiffs' discovery of them.

16 b. Upon the Effective Date, as defined in the Settlement Agreement, All PAGA
17 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
18 and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the
19 Released Parties from all PAGA claims that are based on the Labor Code violations pled in the
20 Operative Complaint or Plaintiffs' PAGA Notices, or which could have been pled in the Operative
21 Complaint in the Action based on the factual allegations therein, that arose during the PAGA
22 Period. PAGA Aggrieved Employees other than Plaintiffs will not be releasing any underlying
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¹ "Released Parties" is defined in the Settlement Agreement as: "Defendant, its past and present officers, directors, shareholders, managers, exempt employees, agents, principals, spouses, heirs, representatives, accountants, auditors, consultants, and Defendant's respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys. For clarity, "Released Parties" includes, but is not limited to, TheKey of California, LLC (f/k/a Home Care Assistance of California, LLC), Home Care Assistance, Inc., TheKey Holdings, LLC (f/k/a Home Care Assistance Holdings, LLC) and TheKey, LLC (f/k/a Home Care Assistance, LLC).

1 wage and hour claims through this Settlement, only PAGA claims. PAGA Aggrieved Employees
2 will not be provided with the opportunity to opt out of this PAGA Release.

3 c. Upon the Effective Date, as defined in the Settlement Agreement, PAGA
4 Counsel release on behalf of their present and former attorneys, employees, agents, successors
5 and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the
6 Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA
7 Notice.

8 14. Without affecting the finality of this Final Judgment and Order in any way, the
9 Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms
10 of the Settlement Agreement.

11 **IT IS SO ORDERED.**

12 Dated: 7/8/2025

13 
14 Doreen B. Boxer
15 Judge of the Superior Court
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FILED

KERN COUNTY SUPERIOR COURT
12/13/2024

BY Fogerson, Vickie
DEPUTY

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

ALEJANDRO ORTEGA, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

KEY ENERGY SERVICES, LLC, a Texas
limited liability company; and DOES 1
through 100,

Defendants.

Case No.: BCV-23-102240-BCB

*[Assigned for all purposes to the Hon. Bernard
C. Barmann, Jr., Bakersfield Division H]*

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: December 13, 2024

Time: 8:30 a.m.

Dept: Bakersfield Division H

Action Filed: July 12, 2023

Trial Date: None Set

~~[PROPOSED]~~ JUDGMENT AND ORDER

The Motion of Plaintiff Alejandro Ortega (“Plaintiff”) for Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys’ Fees and Costs, and Representative Enhancement Payment, came on regularly for hearing before this Court on December 13, 2024, at 8:30 a.m. Having considered the PAGA Settlement Agreement, attached as Exhibit 1 to the Declaration of Matthew K. Moen in Support of Plaintiff’s Motion, entered into between Plaintiff and Defendant Key Energy Services, LLC (“Defendant”), and the documents and evidence presented in support thereof, and recognizing the disputed issues involved in this case, the risks of further prosecution, the benefits to be received by the State of California and the PAGA Aggrieved Employees pursuant to the PAGA Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code § 2699(I) that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the product of good faith, arms’-length negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiff’s Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act, Reasonable Attorneys’ Fees and Costs, and Representative Enhancement Payment, and HEREBY ORDERS as follows:

1. The “PAGA Aggrieved Employees” will be defined as: “all of Defendant’s current and former non-exempt employees in California who held the job title(s) of Rig Services, Coiled Tubing, and/or Fishing and Rental, and who worked at any time during the PAGA Period.”

2. The “PAGA Period” is defined as July 12, 2022 to March 25, 2024.

3. The Court hereby approves the Settlement as set forth in the PAGA Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the PAGA Settlement Agreement according to its terms.

4. The Court orders that Defendant will pay the Maximum Settlement Amount of \$265,000.00 to the Settlement Administrator within 30 calendar days after the “Effective Date,” as that term is defined in the PAGA Settlement Agreement.

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1 5. The Court hereby approves, as to form and content, the Notice of PAGA
2 Settlement and Release of Claims (“PAGA Notice”), which will be mailed via First-Class U.S.
3 Mail to the PAGA Aggrieved Employees along with the Individual Settlement Payments.

4 6. The Court hereby appoints Phoenix Class Action Administration Solutions as the
5 Settlement Administrator.

6 7. Within ten (10) business days after this Court signs this Judgment and Order,
7 Defendant will provide the Settlement Administrator with the full names, last known mailing
8 addresses, last known telephone numbers, social security numbers, and pay period information
9 during the PAGA Period for all PAGA Aggrieved Employees.

10 8. The Settlement Administrator is directed to mail the Individual Settlement
11 Payments, as defined in the PAGA Settlement Agreement, and the PAGA Notice to the PAGA
12 Aggrieved Employees within the time limits specified in the Settlement Agreement.

13 9. The Court finds that attorneys’ fees in the total amount of \$88,333.33 and
14 reimbursement of litigation costs of \$21,769.23 to Haines Law Group, APC, is fair, reasonable,
15 and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff’s
16 Counsel as provided for in the Settlement Agreement.

17 10. The Court orders that the Settlement Administrator will be paid \$4,500 for all of
18 its work done and to be done until the completion of this matter, and finds that sum appropriate.

19 11. The Court finds that the Plaintiff’s Representative Enhancement Payment in the
20 amount of \$5,000.00 to Plaintiff is appropriate for the risks he undertook and his service to the
21 PAGA Aggrieved Employees and the State of California. The Court finds that this award is fair,
22 reasonable, and adequate, and orders that the Settlement Administrator make this payment in
23 conformity with the terms of the Settlement.

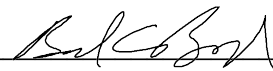
24 12. The Court finds that the payment to the State of California Labor and Workforce
25 Development Agency (“LWDA”) in the amount of \$109,048.08 (representing 75% of the PAGA
26 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,
27 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
28 the PAGA Settlement Agreement.

1 13. The court approves the limited scope of the release contained in the Settlement
2 Agreement. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff, the State
3 of California, the LWDA, and the PAGA Aggrieved Employees will fully and finally release
4 Defendant, its past and present parent companies, subsidiaries, divisions, related or affiliated
5 companies, shareholders, members, managers, managing agents, officers, directors, employees,
6 agents, attorneys, insurers, successors and assigns from any and all liability for all PAGA claims
7 that are based on the Labor Code violations pled in the operative complaint in the Action and
8 Plaintiff's July 12, 2023 PAGA Notice letter to the LWDA, or which could have been pled in the
9 operative complaint in the Action based on the factual allegations therein, that arose during the
10 PAGA Period. PAGA Aggrieved Employees other than Plaintiff will not be releasing any
11 underlying wage and hour claims through this settlement, only PAGA claims. PAGA Aggrieved
12 Employees will not be provided with the opportunity to opt out of this PAGA settlement and
13 release.

14 14. Without affecting the finality of this Final Judgment and Order in any way, the
15 Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms
16 of the Settlement Agreement.

17 **IT IS SO ORDERED.**

18 Dated: December 13, 2024

19 
20 Honorable Bernard C. Barmann, Jr.
21 Judge of the Superior Court

22 Signed: 12/13/2024 09:00 AM

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1 **HAINES LAW GROUP, APC**
2 Paul K. Haines (SBN 248226)
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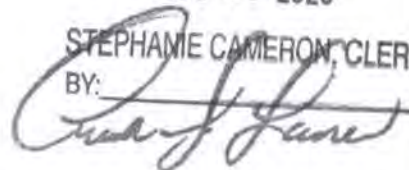
12 *Attorneys for Plaintiff*

FILED
TULARE COUNTY SUPERIOR COURT
VISALIA DIVISION

AUG 07 2020

STEPHANIE CAMERON, CLERK

BY:



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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

IRMA FERREYRA, as an individual and on
behalf of all others similarly situated,
Plaintiff,

vs.

ALVAREZ HARVESTING, INC., a California
Corporation; SUNWEST FRUIT CO., INC., a
California Corporation; and DOES 1 through
100,
Defendants,

Case No. VCU276487

[Assigned for all purposes to the Hon. Bret D.
Hillman, Dept. 7]

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
RENEWED MOTION FOR
SETTLEMENT APPROVAL OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARD**

Date: July 21, 2020
Time: 8:30 a.m.
Dept: 7

Action Filed: December 3, 2018
Trial Date: None Set

FAXED



1
2 **[PROPOSED] JUDGMENT AND ORDER**

3 The Renewed Motion of Plaintiff Irma Ferreyra ("Plaintiff") for Settlement Approval of
4 Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs,
5 and Enhancement Award came on regularly for hearing before this Court on July 21, 2020 at 8:30
6 a.m. Having considered the Settlement Agreement entered into between Plaintiff and Defendants
7 Alvarez Harvesting, Inc. and Sunwest Fruit Co., Inc. (collectively, "Defendants") and the
8 documents and evidence presented in support thereof, and recognizing the disputed issues
9 involved in this case, the risks of further prosecution, the benefits to be received by the State of
10 California and the Aggrieved Employees pursuant to the Settlement Agreement, the Court hereby
11 makes a final ruling pursuant to Labor Code § 2699(l) that the proposed Settlement Agreement is
12 fair, reasonable, and adequate, and is the product of good faith, arms'-length negotiations between
13 the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiff's Renewed
14 Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act,
15 Reasonable Attorneys' Fees and Costs, and Enhancement Award, and HEREBY ORDERS THE
16 FOLLOWING:

17 1. The "Aggrieved Employees" shall be defined as:

18 All current and former non-exempt employees who received at least one wage
19 statement from Defendant Alvarez Harvesting, Inc. in California from September
20 27, 2017 through January 30, 2019.

21 2. The "PAGA Period" means the time period from September 27, 2017 through
22 January 30, 2019.

23 3. The Court hereby approves the Settlement as set forth in the Settlement Agreement
24 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
25 according to its terms.

26 4. The Court orders that Defendants shall pay the Maximum Settlement Amount of
27 \$240,000.00 to the Settlement Administrator within thirty (30) calendar days of the date this Order
28 is entered, as provided for in the Settlement Agreement.

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1 5. The Court hereby approves, as to form and content, the Notice of PAGA
2 Settlement and Release of Claims, attached as Exhibit A to the parties' Settlement Agreement,
3 which shall be mailed via First-Class U.S. Mail to the Aggrieved Employees in English and
4 Spanish along with the Individual Settlement Payments.

5 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
6 Administrator.

7 7. Within ten (10) business days of the date this Order is entered, Defendants will
8 provide the Settlement Administrator with a list containing the Aggrieved Employees' full name,
9 last known mailing address, last known telephone number, start date(s) of employment, end
10 date(s) of employment, total pay periods worked during the PAGA Period, and Social Security
11 numbers. The list will also contain the sum total of all pay periods worked by all Aggrieved
12 Employees during the PAGA Period.

13 8. The Settlement Administrator is directed to mail the Individual Settlement
14 Payments, as defined in the Settlement Agreement, and the Notice of PAGA Settlement and
15 Release of Claims to the Aggrieved Employees within two (2) business days after receiving
16 approval by counsel for the parties of the anonymized spreadsheet containing the Individual
17 Settlement Payment amounts for each Aggrieved Employee and the data used to calculate said
18 payments.

19 9. The Court finds that attorneys' fees in the amount of \$80,000.00 for Plaintiff's
20 Counsel, and reimbursement of litigation costs of \$3,946.58 to Plaintiff's Counsel are fair,
21 reasonable, and adequate, and orders that the Settlement Administrator distribute these payments
22 to Plaintiff's Counsel as provided for in the Settlement Agreement.

23 10. The Court orders that the Settlement Administrator shall be paid \$6,000.00 for all
24 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

25 11. The Court finds that an enhancement award of \$5,000.00 to Plaintiff is fair and
26 reasonable in recognition of the contributions she has made and the risks she undertook on behalf
27 of the Aggrieved Employees and the State of California, as well as her general release of claims
28

1 against Defendants, including her underlying wage and hour claims, and orders that the
2 Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
3 Agreement.

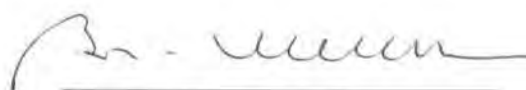
4 12. The Court finds that the payment to the State of California Labor and Workforce
5 Development Agency ("LWDA") in the amount of \$108,790.06 (representing 75% of the PAGA
6 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,
7 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
8 the Settlement Agreement.

9 13. The court approves the limited scope of the PAGA Release contained in the
10 Settlement Agreement. Following entry of this Order and Final Judgment, all Aggrieved
11 Employees will release Defendants and Defendants' affiliated companies and their respective
12 parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without
13 limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
14 present or future officers, directors and employees), predecessors, successors, and assigns
15 (collectively, the "Released Parties") from any and all PAGA claims that were pled in the Action,
16 or which could have been pled under the PAGA based on the factual allegations in the Action,
17 that arose during the PAGA period ("PAGA Released Claims").

18 14. Upon entry of this Final Order and Judgment, Plaintiff and the Aggrieved
19 Employees will release any and all PAGA Released Claims against the Released Parties, and will
20 be forever barred from pursuing any and all of the PAGA Released Claims against the Released
21 Parties. Without affecting the finality of this Final Order and Judgment in any way, the Court
22 retains jurisdiction under California Code of Civil Procedure section 664.6 to enforce the terms
23 of the Settlement Agreement.

24
25 **IT IS SO ORDERED.**

26
27 Dated: 8/7, 2020

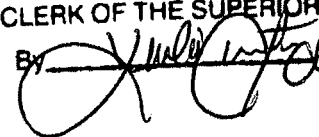


Honorable Bret D. Hillman
Judge of the Superior Court

FILED
ALAMEDA COUNTY

AUG 02 2018

CLERK OF THE SUPERIOR COURT

By  Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA - OAKLAND - RCD COURTHOUSE

VALERIE ENOMBANG, individually and
on behalf of all other similarly situated
aggrieved employees,

Plaintiff,

v.

TARGET CORPORATION, and DOES
1-10, inclusive,

Defendants.

CASE NO. RG17853948

~~PROPOSED~~ ORDER GRANTING JOINT
MOTION FOR APPROVAL OF
SETTLEMENT AND JUDGMENT
THEREON; AND AWARDING
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS

Date: July 24, 2018

Time: 3:00 p.m.

Dept: 23

Judge: Hon. Brad Seligman

The hearing on the parties' Joint Motion for Approval of Settlement came for hearing on July 24, 2018, in the Alameda County Superior Court, the Honorable Brad Seligman, presiding. The Court has reviewed the materials submitted by the parties, including the Settlement Agreement ("Settlement") and various motions and supplemental briefs.

During the hearing, the Court expressed concern about Section II(E)(2) of the Settlement, which sets forth a waiver of rights under Civil Code section 1542. The parties have agreed to strike Section II(E)(2) from the Settlement. With that revision, the Court finds the Settlement is entitled to judicial approval and meets all of the requirements for approval under the Labor Code Private Attorneys General Act, including the notice of the Settlement having been properly provided to the California Labor and Workforce Development Agency

1 ("LWDA"). The Court also finds that the LWDA has not objected to, and is deemed to have
2 approved of, the terms of the Settlement. The Court further finds that, although no one other
3 than the LWDA has standing to object to the terms of the Settlement, no other objection to the
4 Settlement has been received by the Court.

5 The Court further finds that executing the seating program set forth in Section
6 II(B)(2)(a-d) of the Settlement, namely notifying each affected employee of the right to request
7 and be provided with a suitable seat or stool, and by actually providing a suitable seat or stool
8 if requested, complies with Section 14 of Wage Order 7-2001.

9 The Court additionally finds that the dismissal of the PAGA cause of action in
10 *Thompson* without prejudice as to non-Cashiers comports with the requirements of PAGA, that
11 because the PAGA cause of action in *Thompson* was brought solely as a representative action
12 under PAGA, and not as a class action, the non-Cashiers have no legally cognizable interest
13 that is impacted by the dismissal of *Thompson*, the non-Cashiers in *Thompson* have no right to
14 notice of the dismissal, and the non-Cashiers in *Thompson* have no standing to object or
15 otherwise challenge the dismissal.

16 Accordingly, the Court hereby orders, adjudges, and decrees as follows:

17 1. The Parties, their Counsel, and the Settlement Administrator shall take all steps
18 necessary to implement and consummate the Settlement according to the terms and provisions,
19 including but not limited to the parties effectuating the dismissals of *Murphy v. Target*
20 *Corporation*, U.S. District Court for the Southern District of California Case No. 09-1436 and
21 *Thompson v. Target Corporation*, U.S. District Court of the Central District of California Case
22 No. 16-0839, pursuant to Section II(D)(2) of the Settlement.

23 2. The Court awards plaintiffs' counsel attorneys' fees in the amount of Three
24 Million, Six Hundred Thousand Dollars and No Cents (\$3,600,000.00), plus costs in the
25 amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00). The Court finds the
26 attorney hours, hourly rates, and costs incurred by plaintiffs' counsel over this nine-year
27 litigation as reflected in their declarations were reasonable, and further that plaintiffs' counsel
28 are entitled to a multiplier given the novelty of the claims and the contingent nature of the fee.

1 The Court further awards the representative plaintiffs, Valerie Enombang, Danyell Murpy,
2 Candi Perry, and Stacy Thompson, Twenty Thousand Dollars (\$20,000.00) each for the time
3 they spent, and the risk they undertook, in prosecuting these actions on behalf of the State and
4 the aggrieved employees. All of these amounts shall be deducted from the \$9 million
5 settlement fund. Attorneys' fees shall be distributed consistent with the Settlement.

6 3. Without affecting the finality of this Judgment or the Settlement, this Court
7 shall, pursuant to Section II(F)(3) of the Settlement, retain continuing jurisdiction over the
8 parties to this action to ensure effectuation of the Settlement in accordance with the terms of
9 the Settlement and this Judgment.

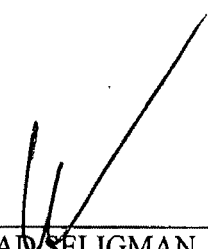
10 4. To the extent any settlement checks are uncashed by the deadline provided in
11 the Settlement, or in the event there any other undistributed settlement funds, such funds shall
12 be paid to the Equal Access Fund of the Judicial Branch, to be distributed in accordance with
13 Bus. & Prof. Code sections 6216 to 6223.

14 5. Judgment and dismissal is hereby entered as to Plaintiff Valerie Enombang, the
15 LWDA, and all individuals who worked for Defendant in California as a Cashier as that term
16 is defined in the Settlement Agreement at any time from April 14, 2008 through the date of
17 this Order.

18 6. Except as otherwise provided by the Settlement, each side shall bear their own
19 attorneys' fees and costs.

20 **IT IS SO ORDERED.**

21
22
23 DATED: 8/2/18


HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SACRAMENTO
GORDON D SCHABER COURTHOUSE**

MINUTE ORDER

DATE: 07/24/2018

TIME: 02:00:00 PM

DEPT: 53

JUDICIAL OFFICER PRESIDING: David Brown

CLERK: E. Brown

REPORTER/ERM: T. Huffman CSR# 13789

BAILIFF/COURT ATTENDANT: M. Oreschak, M. Meraz

CASE NO: **34-2017-00220347-CU-OE-GDS** CASE INIT.DATE: 10/10/2017

CASE TITLE: **Grace vs. Flowmaster Inc**

CASE CATEGORY: Civil - Unlimited

EVENT TYPE: Motion - Other - Civil Law and Motion

APPEARANCES

Theresa Mak, counsel, present for Defendant(s).

Jill Vecchi, counsel present for plaintiff, telephonically

Nature of Proceeding: Motion for Approval of Settlement

TENTATIVE RULING

Plaintiff Carrie Grace's unopposed motion for approval of settlement of claims brought pursuant to the Private Attorney General Act of 2004 ("PAGA") is granted.

Plaintiff seeks an order approving settlement of claims brought in this action on behalf of herself and all persons employed by Defendant Flowmaster, Inc. in non-exempt positions in its warehouses between August 7, 2016 and July 27, 2018 or the date the Court approves the settlement, whichever is earlier. The PAGA claims were premised on six alleged violations of Labor Code (e.g., failure to pay wages, failure to provide meal and rest breaks, failure to provide itemized wage statements). Approximately 323 employees suffered the alleged Labor Code violations during the relevant period. Plaintiff calculated Flowmaster's maximum potential exposure at approximately \$3,459,000 based on multiplying 5,765 pay periods by 6 PAGA violations by \$100. Flowmaster contends its exposure is limited to \$576,500. Flowmaster asserted numerous defenses including that the case could not be managed. The parties reached a settlement for \$750,000. The settlement includes attorneys' fees of \$247,500 (33% of the settlement), \$15,588.67 in costs, a \$10,000 service payment to Plaintiff, and up to \$5,000 in claims administration costs. The net settlement amount is \$471,911.33. 75% of that amount (\$353,933.50) will be distributed to the Labor and Workforce Development Agency [LWDA] and 25% (\$117,977.83) to the aggrieved employees based on the number of pay periods worked during the relevant time period.

Settlement of PAGA claims requires Court approval. Labor Code § 2699(l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action pursuant to this part." Thus, the settlement of a PAGA claim requires court approval pursuant to the operative PAGA statute, which states that the "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part." (See Labor Code § 2699(1)(2).) As with any settlement, the Court must be mindful in conducting its inquiry that "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further." (See *In re TD Ameritrade Account Holder Litig.*, 2011 U.S. Dist. LEXIS 103222, 24 (N.D. Cal. Sept. 12, 2011).) Indeed, "the very essence of a

settlement is ... 'a yielding of absolutes and an abandoning of highest hopes'" [*Officers for Justice v. Civil Service Com.*, 688 F.2d 615, 624 (9th Cir., 1982)], as "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." (See *Id.*, at 625.) As such, "the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits" or "judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (See *Id.*)

Although the operative PAGA statute does not set forth the criteria on which a PAGA settlement is to be judged, it is presumed that a reviewing court may utilize some of the factors for review of a class action settlement under Fed. R. Civ. P. 23 ("Rule 23"), CCP. § 382 and Rule 3.769, Cal. Rules of Court, as courts within California have approved settlements of PAGA claims encompassed within class action settlements using Rule 23 criteria. However, it is important to underscore that not all Rule 23 factors can be applied, as "a PAGA claim asserted on a non-class representative basis . . . is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of Rule 23." (See *Casida v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302, 8 (E.D. Cal. Jan. 25, 2012); *Thomas v. Aetna Health of Cal. Inc.* 2011 U.S. Dist. LEXIS 59377 (E.D. Cal. June 2, 2011); *Mendez v. Tween Brands, Inc.*, 2010 U.S. Dist. LEXIS 66454 (E.D. Cal. June 30, 2010). Based thereon, a court's review of a PAGA settlement necessarily implicates the following unique features that render the approval process completely distinct from approval of a class action settlement under Rule 23 or CCP. § 382 and 15 Rule 3.769, Cal. Rules of Court.

First, in evaluating the adequacy of the settlement amount, the Court's focus is not concerned with the amount which "aggrieved employees" are to receive, but rather, must focus on the total settlement amount in achieving PAGA's objective. Indeed, "[t]he remedy sought in a PAGA suit consists of civil penalties, not individual or class damages" [*Mendez v. Tween Brands, Inc.*, 2010 U.S. Dist. LEXIS 66454, 11 (E.D. Cal. June 30, 2010)], and "[u]nlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action." (See *Ochoa-Hernandez v. CJADERS Foods, Inc.*, 2010 U.S. Dist. LEXIS 32774, 12 (N.D. Cal. Apr. 2, 2010). Second, consistent with the fact that unnamed employees have no properly interest in a PAGA claim, "[u]nnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." (See *Ochoa-Hernandez*, 2010 U.S. Dist. LEXIS 32774, at 13.) Finally, unlike a class action settlement under Rule 23(e) or CCP. § 382, the scope of release permitted in a PAGA settlement is limited. While "judgment in [a PAGA] action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding" [*Arias v. Superior Court* (2009) 46 Cal. 4th 969, 986], "the nonparty employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." (See *Id.*, at 987.) Thus, the scope of a release in a PAGA settlement is necessarily strictly confined to the civil penalties alleged in the first amended complaint.

In deciding whether to grant approval of the proposed Settlement, the primary issue to be decided is whether the Settlement is fair, adequate and reasonable. As set forth herein, the proposed Settlement embodies all of the features of a settlement that is fair, reasonable, and adequate, as it is the product of (1) arms-length negotiations, (2) negotiated by attorneys experienced in wage and hour issues, (3) subsequent to undertaking sufficient investigation necessary to evaluate the relative strength and value of the PAGA claim, and (4) it reflects a reasoned compromise based directly on the relative strength and value of the PAGA claim, as well as the risks, expense, complexity and likely duration of further litigation. The settlement was the product of arms-length negotiations reached at mediation and was negotiated by counsel with significant experience in wage and hour litigation and occurred after counsel conducted significant investigation to evaluate the strength and potential value of the PAGA claims and risks of litigating through trial. (Turley Decl. ¶¶ 2-29) In addition, the settlement achieves a significant benefit given it results in a recovery of \$750,000 for the PAGA penalties. Further, the scope of the release is

narrowly tailored and is only limited to the civil penalties asserted in the action under PAGA, in conformity with *Arias, supra*, 46 Cal.4th at 987. In addition, Plaintiff submitted the proposed settlement to the Labor and Workforce Development Agency at the same time it was presented to the Court as required by Labor Code § 2699(l)(2). (Id. ¶ 18.) As a result, the Court finds that the instant settlement is fair, adequate and reasonable and it is approved.

In addition, the Court approves Plaintiff's Counsel's request for fees and costs. Counsel is entitled to recover attorneys' fees and costs under the "common fund" doctrine as a matter of right. As held by the U.S. Supreme Court, "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." (See *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478.) In *Glendale City Employees' Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn. 19, the California Supreme Court upheld an attorneys' fee award based on a percentage of the common benefit obtained in a lawsuit by a city employees' association for retroactive wages. "When assessing whether the percentage requested is reasonable, courts look to factors such as: (a) the results achieved; (b) the risk of litigation; (c) the skill required, (d) the quality of work; (e) the contingent nature of the fee and the financial burden; and (f) the awards made in similar cases." (See *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 492 (E.D. Cal. 2010).) Plaintiff's Counsel's request for attorneys' fees in the amount of \$247,500 (33%) from the \$750,000 PAGA Settlement Sum falls well within the "zone of reasonableness." It is important to highlight at the outset that the fee amount presently sought is not extraordinary, but actually falls at the "average" fee deemed reasonable under California State court authority, as it is recognized that "courts may award attorney's fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under \$10 million." (See, e.g. *Martin v. AmeriPride Servs.*, 2011 U.S. Dist. LEXIS 61796, 23 (S.D. Cal. June 9, 2011). Moreover, taking into account the contingency risk Plaintiff's Counsel agreed to incur for the benefit of the State of California (which elected not to take the case after receiving the PAGA Notice), and the significant results achieved - facts which justify the requested fee - Plaintiff's Counsel's requested fee is reasonable under all applicable standards. In addition the \$15,588.67 in litigation costs are reasonable.

Further, the \$10,000 service payment to Plaintiff is appropriate. Case authority supports the award of incentive payments in private attorney general actions. A named plaintiff's "willingness to act as a private attorney general" can justify an award of an incentive payment. (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 959.)

In addition, the \$5,000 in administration costs for Simpluris, Inc. to administer the settlement is reasonable.

The Court will sign the proposed order.

COURT RULING

The tentative ruling was affirmed as modified on the record.

CASE NAME: Resendez v. Bridgestone Retail Operations, LLC
CASE NO.: BC596892
HEARING DATE: 6/13/16
DEPARTMENT: 37
CALENDAR NO.: 9
TRIAL DATE: 2/14/17
NOTICE: OK
SUBJECT: Motion for Approval of Settlement of Claims Brought Under the Private Attorneys General Act
MOVING PARTY: Plaintiff Sophia P. Resendez, on behalf of herself and all others similarly situated
OPPOSING PARTY: None

FILED
Superior Court of California
County of Los Angeles

JUN 13 2016

Sherril A. Carter, Executive Officer/Clerk
By K. Mason Deputy
K. Mason

COURT'S TENTATIVE RULING

The unopposed motion is granted. Counsel for Plaintiff to give notice.

STATEMENT OF THE CASE

This is an action for civil penalties under the Private Attorneys General Act of 2004 (PAGA), which is codified in the Labor Code (Lab. Code, § 2698 et seq.). Defendant Bridgestone Retail Operations, LLC operates a chain of auto care and tire stores and employed Plaintiff Sophia P. Resendez from August 18, 2013 until May 14, 2015. Plaintiff alleges that Defendant failed to include its address on employee wage statements in violation of Labor Code section 226, subdivision (a)(8), and that Defendant paid meal period premiums to non-exempt employees pursuant to Labor Code section 226.7, thereby acknowledging that it had violated Labor Code section 512 regarding the provision of meal periods. Plaintiff filed suit on October 5, 2015, and the parties settled the matter during mediation with the Honorable Ronald M. Sabraw (Ret.) on February 25, 2016.

DISCUSSION

I. General Legal Principles Applicable to PAGA Settlements

A. The PAGA

Plaintiff moves the court to review and approve the civil penalties sought as part of the settlement of her PAGA claims. (Lab. Code, § 2699, subd. (f).) The PAGA is "a procedural statute allowing an aggrieved employee to recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor law enforcement agencies." (*Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court* (2009) 46 Cal.4th 993, 1003.) The statute provides a mechanism for private enforcement of Labor Code violations for the public benefit. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986; *Ochoa-Hernandez v. Cjaders Foods, Inc.* (N.D.Cal. 2010) 2010 WL 1340777, at p. *4.) To incentivize employees to bring PAGA actions, the statute

06/15/2016

provides aggrieved employees 25 percent of the recovered civil penalties. (Lab. Code, § 2699, subd. (i).) The remaining 75 percent is distributed to the Labor and Workforce Development Agency (LWDA) "for enforcement of labor laws and education of employers and employees about their rights and responsibilities under [the Labor Code]." (*Ibid.*)

B. Settlement Generally

In reviewing the terms of a settlement agreement, the court determines whether the settlement is fair, reasonable, and adequate to all concerned, and not the product of fraud, collusion, or overreaching. (*Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337; *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576, 581.) In the context of a class action settlement, the court considers various factors including whether (1) the settlement is the result of arm's length bargaining, (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. (*Nordstrom*, at p. 581; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.) In considering the amount of settlement, the court is mindful that compromise is inherent and necessary in the settlement process. (*Wershba*, at p. 250.)¹

II. Application of General Principles

A. Terms of the Settlement

The settlement provides for Defendant to pay a Gross Settlement Amount (GSA) of \$950,000. After deducting one-third of the GSA (\$316,666.66) for attorney fees, attorney costs (\$7,005.82), an enhancement award for Plaintiff (\$10,000), and settlement administration costs (\$30,000), the settlement provides for distribution of a PAGA penalty fund of no less than \$585,833.34, with no less than \$439,375 to be paid to the LWDA, and no less than \$146,458.34 to be paid to the aggrieved employees. The parties have agreed to use CPT Group, Inc. (CPT) as the third-party settlement administrator. In that capacity, CPT will attempt to notify the aggrieved employees based on information provided by Defendant and distribute payments to the

¹ As Plaintiff points out, a PAGA settlement is different from a class action settlement in at least two respects. First, in considering a PAGA settlement, the court considers whether the total settlement amount achieves the PAGA's objective. Civil penalties are not meant to compensate employees but to serve law enforcement purposes by deterring unlawful conduct. Second, because the PAGA does not create property or substantive rights, aggrieved employees represented by the PAGA representative need not be given notice of the PAGA claim and cannot "opt out" of such a claim. Notwithstanding these difference, the general principles applicable to class action settlements apply equally in this context.

employees.² Aggrieved employees will not be required to submit claim forms to participate, will automatically receive the share of the settlement, and will have 180 days to cash their settlement checks. The amount of any checks that are returned as undeliverable or not cashed within 180 days shall be tendered to a fund benefitting Defendant's employees with personal or family emergencies.

B. Analysis of the Civil Penalties

The settlement represents a compromise with respect to the strength of Plaintiff's claims and Defendant's defenses to those claims. For instance, while Plaintiff contends that Defendant violated Labor Code section 226 by failing to include its address on wage statements, she acknowledges that Labor Code section was amended shortly before she filed suit to permit employers to "cure" such a violation by providing compliant wage statements to affected employees. The parties dispute whether Defendant timely cured the defective wage statements. Similarly, while Plaintiff contends that Defendant violated Labor Code section 512, which obligates employers to provide meal periods, Defendant maintains that it provided employees an extra hour of pay as a "meal period premium" pursuant to Labor Code section 226.7. Although Plaintiff disagrees, it is Defendant's position that it should not be penalized twice for the same violation. After considering the parties' respective positions before and during mediation, Plaintiff calculated civil penalties of \$842,511 for the failure to include an address on wage statements and \$178,145 for the failure to provide meal periods. The GSA represents about 93 percent of Plaintiff's projected total recovery of \$1,020,656.

The parties arrived at the settlement amount with the benefit of informal discovery and experienced counsel. For instance, Defendant provided Plaintiff with payroll data and calculations for aggrieved employees, including the number of deficient wage statements and the number of pay periods in which meal period premiums were paid. Plaintiff's counsel is experienced in wage-and-hour class actions, who believes the settlement to be fair and adequate for all involved. In addition, the parties reached their agreement with the benefit of a neutral mediator. These circumstances demonstrate that the agreement represents an arm's length transaction untainted by fraud, collusion, or self-dealing. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Accordingly, for these reasons, the court determines that the settlement is fair, adequate, and reasonable.

C. Attorney Fees and Costs

The PAGA contains a fee-shifting provision providing the prevailing party recovery of attorney fees and costs. (Lab. Code, § 2699, subd. (g).) Here, the one-third fee award is reasonable and consistent with fee awards in class action cases. (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11 ["Empirical studies show

² Plaintiff represents that based on the latest information, there are 3,002 persons who fall into the definition of "aggrieved employees" in this case. The estimated average payment for each aggrieved employee is \$48.23.

that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery' "). In addition, the GSA exceeds other PAGA awards that have been approved by courts in this state. (E.g., *Aguirre v. DSW, Inc.* (C.D.Cal. 2012) 2012 WL 11875296, at p. *3 [approving \$10,000 PAGA payment]; *Boyd v. Bank of America Corp.* (C.D.Cal. 2014) 2014 WL 6473804, at p. *8 [approving \$18,750 PAGA payment].) The success of the litigation and the experience of counsel in handling similar matters also favors an award of one-third of the recovery.

The reimbursement of costs of \$7,005.82 is also warranted. Plaintiff presents an itemization of costs, which consists of (1) copying, postage, and research costs; (2) mediation fees; (3) filing and jury fees; (4) CourtCall fees; and (5) parking and mileage. (Declaration of Paul K. Haines, Exh. F.) Similarly, Plaintiff demonstrates that the \$30,000 of administrative costs for CPT is reasonable and warranted. CPT is experienced as a settlement administrator (Declaration of Julie Green ¶¶ 4-7), and Plaintiff represents that the bid of \$30,000 was low and discounted. Accordingly, the attorney and administrative costs are approved as well.

D. Enhancement Award

Finally, Plaintiff's enhancement award of \$10,000 is reasonable. The purpose of such an award is to incentive aggrieved employees to undertake the risks associated with serving in a representative capacity. (See *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 ["service payments" compensate named plaintiff "for their efforts in bringing the action"]; *Ingram v. The Coca-Cola Co.* (N.D.Ga. 2001) 200 F.R.D. 685, 694 ["Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation' ").) Here, Plaintiff provided factual information and documentation to Plaintiff's counsel, assisted in identifying potential witnesses, and attended meetings with counsel. She estimates that she has spent at least 15 hours on these activities to help move the case forward. (Declaration of Sophia Resendez ¶ 5.) In addition, Plaintiff has agreed to a broader release of all known and unknown claims, including those that are not wage and hour related, subject to a waiver of Civil Code section 1542. Given Plaintiff's participation in the case and the broader waiver she has agreed to, the enhancement award is reasonable.

In sum, the settlement is fair, reasonable, and adequate for those concerned. The unopposed motion is granted.

06/15/2016

**Superior Court of California
County of Los Angeles**

Shelley Pickett, *et al.*,

Plaintiff,

vs.

99 Cents Only Stores, *et al.*

Defendants.

Case **BC473038**

No.:

Tentative Ruling

FILED
Superior Court of California
County of Los Angeles
AUG 01 2017
By Sherri R. Carter, Executive Officer/Clerk
Steve Temblador, Deputy

Hearing Date: August 1, 2017

Department 54, Judge Ernest M. Hiroshige

Motion for Approval of Representative Action Settlement

Moving Party: Plaintiff/Cross-Defendant Shelley Pickett ("Pickett")

Responding Party: Defendant/Cross-Complainant 99 Cents Only Stores ("99 Cents Only") [non-opposition]

T/R: THE MOTION IS GRANTED.

PLAINTIFF TO NOTICE.

The Court considers the moving papers and Defendant/Cross-Complainant's notice of non-opposition.

Plaintiff moves for an order granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys general Act of 2004 ("PAGA"), Cal. Lab Code § 2698, *et seq.* Pursuant to the proposed settlement, the parties agree to the following terms: (1) 99 Cents Only will provide all of its cashiers in its California stores with suitable seating under Section 14(B) of Wage Order 7-2001, and to create, implement, and communicate pertinent policies to its cashiers regarding this change in policy; (2) \$75,000 to be paid to the California Workforce Development Agency; (3) \$12,500 to be paid to each of the two Plaintiffs; and (4) \$1,190,000 to be paid to Plaintiffs' Counsel for attorney fees and litigation costs. 99 Cents Only filed a statement of non-opposition. Based on the moving papers, the Court finds that the settlement is reasonable and meets the requirements of PAGA. Accordingly, the motion is GRANTED.

Date: August 1, 2017


Judge Ernest M. Hiroshige

08/03/2017

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FILED
Superior Court of California
County of Los Angeles

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Sherri R. Carter, Executive Officer/Clerk of Court
By *[Signature]*, Deputy

FILED
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County of Los Angeles

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Sherri R. Carter, Executive Officer/Clerk of Court
By *[Signature]*, Deputy
Lori M'Greene

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Attorneys for Plaintiff
and Aggrieved Employees

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

HELEN CATALINA VARGAS, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

GRUMA CORPORATION, a Nevada
Corporation; and DOES 1 through 100,

Defendants.

Case No. BC707897

[Assigned for all purposes to the Carolyn B.
Kuhl, Dept. SSC-12]

~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND SERVICE AWARD

Date: July 21, 2020

Time: 1:45 p.m.

Dept.: SSC-12

Complaint Filed: June 5, 2018

Trial Date: None Set

RECEIVED
LOS ANGELES SUPERIOR COURT
JUN 19 2020
I. LOVO

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COF

5/18/2020 at 10:00 am

This matter came on regularly for hearing before this Court on July 21, 2020 at 1:45 p.m.

Having considered the parties' Stipulation for PAGA Settlement ("Settlement");¹ the documents and evidence presented in support thereof; and recognizing the outcome of Plaintiff's investigation of her claims and allegations, the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Allegedly Aggrieved Employees pursuant to the Settlement, and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties; and the absence of any objection or comment from the California Labor and Workforce Development Agency ("LWDA") after having received notice of the parties' Settlement and Plaintiff's motion; the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for PAGA Settlement Approval of Claims and ORDERS as follows:

1. The "Allegedly Aggrieved Employees" shall be defined as:
All individuals who worked for Defendant Gruma Corporation as nonexempt employees within the State of California at any time from June 11, 2017 through the date the Court Order granting approval of the PAGA Settlement Agreement.
2. The "PAGA Period" means June 11, 2017 through the date the Court Order granting approval of the Settlement.
3. The Court hereby approves the settlement set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.
4. The Court orders that Defendant Gruma Corporation ("Defendant") shall pay the Settlement Fund of \$1,917,500 to the Settlement Administrator within thirty (30) days after the Court's order granting final approval of the PAGA Settlement Agreement and is no longer subject to appeal.

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement, attached as Exhibit A to the Declaration of Paul K. Haines submitted concurrently with the Motion for Approval of PAGA Settlement.

1 5. The Court hereby approves, as to form and content, the explanatory Notice
2 submitted by the parties and included as Exhibit A to the Settlement.

3 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
4 Administrator.

5 7. Within fourteen (14) business days of the Effective Date, Defendant shall provide
6 the Settlement Administrator with a list containing the Allegedly Aggrieved Employees' names,
7 last known addresses, social security numbers, and dates of employment and/or number of pay
8 periods worked during the PAGA Period.

9 8. The Settlement Administrator is directed to mail the individual PAGA payments
10 and the Notice to the Allegedly Aggrieved Employees within five (5) business days after
11 Defendant provides the Settlement Fund to the Settlement Administrator.

12 9. The Court finds that attorneys' fees in the amount of \$639,166.67 for Plaintiff's
13 counsel, and reimbursement of litigation costs of \$29,396.60 to Plaintiff's counsel, are fair,
14 *in light of the benefit obtained for the state and the class* reasonable, and adequate, and orders the Settlement Administrator to distribute these payments
15 to Plaintiff's counsel as provided for in the Settlement.

16 10. The Court orders that Phoenix Settlement Administrators shall be paid \$11,000 for
17 all of its work done and to be done until the completion of this matter, and finds that sum
18 appropriate.

19 11. The Court finds that the Representative Plaintiff Service Award of \$5,000.00 to
20 Plaintiff Helen Catalina Vargas, is fair and reasonable in recognition of the unique contributions
21 she has made and the risks she undertook in representing the State of California and the LWDA
22 in this action, on behalf of the Allegedly Aggrieved Employees and the State, and orders that the
23 Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement.

24 12. The Court finds that the distribution of the PAGA Fund to the LWDA and to
25 Allegedly Aggrieved Employees as provided for in the Settlement, is fair, adequate, and
26 reasonable, and orders that payment be made to the LWDA and Allegedly Aggrieved Employees
27 in accordance with the terms of the Settlement.

28 13. The court approves the scope of the release set forth in the Settlement. Following

1 entry of this Judgment and Order and upon the Effective Date, the State of California, Plaintiff
2 and Allegedly Aggrieved Employees, on behalf of themselves and each of their heirs,
3 representatives, successors, assigns, and attorneys, hereby release, and settle any and all claims
4 against the Released Parties for civil penalties they and the State of California may have under
5 the California Labor Code, Wage Orders, regulations, and/or any other provisions of state law
6 arising from allegations that the Allegedly Aggrieved Employees (including Plaintiff) suffered
7 California Labor Code Violations based on (1) non-compliant rest breaks, (2) non-compliant meal
8 periods, (3) non-compliant meal and rest period premium payments, (4) unpaid minimum and
9 overtime wages, (5) failure to pay all wages at the agreed-upon rate and/or without discount, (6)
10 untimely payment of earned wages during employment and at separation of employment, (7) non-
11 compliant wage statements, (8) failure to maintain complete and accurate records, and (9) any
12 other Labor Code violations that were alleged in the Complaint, or that could have been alleged
13 in the Complaint based on the facts alleged in the Complaint, which includes alleged violations
14 of Labor Code sections 201-204, 210, 221-223, 226, 226.3, 226.7, 510, 512, 516, 558, 1174,
15 1174.1, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 (collectively, the "Released Claims").
16 "Released Parties" means Defendant and each and all of its present, former and future controlling
17 persons, parents, affiliates, business partners, subsidiaries, successors-in-interest, benefit plans
18 sponsored by such companies, shareholders, owners, officers, directors, principals, employees,
19 agents, attorneys, insurers, managers, trustees, fiduciaries, representatives, divisions,
20 predecessors, successors, and assigns.

*This release in no way
/// affects any claim an Allegedly Aggrieved
/// Employee may have against the Released
/// Parties for unpaid wages.*

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Cik

14. ~~Upon entry of this Final Order and Judgment and upon the Effective Date, the~~
(Upon payment being made in accordance with paragraph 4 hereof,

2 Court permanently enjoins and forever bars the Plaintiff or the Allegedly Aggrieved Employees
3 from instituting or prosecuting any of the "Released Claims" against the "Released Parties,"
4 which were fully and completely resolved as part of the Settlement. Without affecting the finality
5 of this Final Order and Judgment in any way, the Court retains jurisdiction to enforce the terms
6 of the Settlement.

7 15. The Settlement Administrator shall make a final report confirming the final
8 distribution of funds on or before Aug. 4, 2021. A Non-Appealance
9 Case Review Re: Submission of the Final Report of Disbursement is scheduled for
10 Aug. 11, 2021 at 9:30 a.m./p.m.

Cik

11 **IT IS SO ORDERED.**

12
13 Dated: Sept. 24, 2020 By: Carolyn B. Kuhl
14 Honorable Carolyn B. Kuhl
15 Judge of the Superior Court
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ES/22/2020

PAUL K. HAINES (Cal. State Bar No. 248226)
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Rachael Buhl

(Additional counsel of record on next page)

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

RACHAEL BUHL, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

SDX HOME CARE OPERATIONS, LLC, a
California Limited Liability Company; and
DOES 1 through 100,

Defendants.

No. 19STCV23623

**~~[PROPOSED]~~ ORDER GRANTING
JOINT MOTION FOR APPROVAL OF
PAGA SETTLEMENT (Cal. Lab. Code
§ 2699(1)(2)) AND PLAINTIFF'S
MOTION FOR APPROVAL OF
REASONABLE ATTORNEYS' FEES
AND COSTS AND ENHANCEMENT
AWARD**

Date: July 29, 2020
Time: 8:30 a.m.
Dept.: 20, 111 North Hill St., 3rd Flr.,
Los Angeles, CA
Judge: Hon. David J. Cowan

Complaint filed: July 1, 2019
Trial date: None set

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11 Attorneys for Defendant
12 SDX Home Care Operations, LLC
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1 On July 29, 2020, a hearing was held on the joint motion of plaintiff Rachael Buhl and
2 defendant SDX Home Care Operations, LLC, for approval of the settlement of this action under
3 the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2698 *et*
4 *seq.*, and on plaintiff’s motion for reasonable attorneys’ fees and costs and enhancement award.

5 The Court having read and considered the parties’ Settlement Agreement (the “Settlement
6 Agreement” or “Settlement”), the papers on the motions, the arguments of counsel, the parties’
7 joint supplemental brief in support of the joint motion, and the law, and recognizing the disputed
8 factual and legal issues involved in this case, the risks of further prosecution, the substantial
9 benefits to be received by the State of California and the alleged aggrieved employees pursuant to
10 the Settlement, the Court hereby makes a final ruling pursuant to California Labor Code section
11 2699(*l*) that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s
12 length negotiations between the parties. Good cause appearing therefor, the Court hereby
13 GRANTS the parties’ joint motion and plaintiff’s motion and HEREBY ORDERS as follows:

14 1. All terms used for purposes of this order, not otherwise defined, will have the same
15 meaning as given in the Settlement. A copy of the Settlement Agreement executed between the
16 Parties is attached as Exhibit A to this order.

17 2. Pursuant to PAGA, Cal. Lab. Code § 2699(*l*)(2), the California Labor and
18 Workforce Development Agency (the “LWDA”) has been given notice of the Settlement and the
19 joint motion for approval of the Settlement and plaintiff’s motion; on April 15, 2020, plaintiff
20 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement.
21 The Court finds and determines that this notice of the Settlement complied with the statutory
22 requirements of PAGA.

23 3. The Court confirms approval of the Settlement with respect to the following group
24 of individuals (“Settlement Group Members”):

25 All non-exempt employees employed by defendant SDX Home Care Operations,
26 LLC, in California as “Caregivers” or “Home Health Assistants” from April 24,
2018, through June 30, 2020.

27 ///

1 4. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
2 Accordingly, the Court hereby approves the Settlement, and directs the parties to effectuate the
3 Settlement according to its terms.

4 5. The Court finds that the form of Letter Enclosing Settlement Share Checks (the
5 “Cover Letter”), attached as Exhibit A to the Settlement Agreement, fairly and adequately
6 describes the Action, the approved Settlement, and the manner in which Settlement Group
7 Members may ask questions regarding their Settlement Shares, and orders that the Cover Letter
8 be mailed via first-class U.S. mail to the Settlement Group Members in English and Spanish, along
9 with the Settlement Share checks.

10 6. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
11 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
12 are fair and reasonable.

13 7. Phoenix Settlement Administrators is appointed to act as the Settlement
14 Administrator, pursuant to the terms of the Settlement Agreement.

15 8. The Court finds that attorneys’ fees in the amount of 35% of the Total Settlement
16 Amount (\$280,000.00) for plaintiff’s counsel, and reimbursement of litigation costs of \$25,534.58
17 to plaintiff’s counsel are fair, reasonable, and adequate, and orders that the Settlement
18 Administrator distribute these payments to plaintiff’s counsel as provided for in the Settlement.

19 9. The Court orders that the Settlement Administrator shall be paid \$3,500.00 for all
20 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

21 10. The Court finds that a Representative Plaintiff’s Payment of \$5,000.00 to plaintiff
22 is fair and reasonable in recognition of the contributions she has made and the risks she undertook
23 on behalf of the Settlement Group Members and the State of California, and orders that the
24 Settlement Administrator distribute this payment to plaintiff as provided for in the Settlement.

25 11. The Court finds that the amount of \$364,474.06 (representing 75% of the PAGA
26 civil penalties under California Labor Code section 2699(i)) payable to the LWDA as provided
27 for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the
28 LWDA in accordance with the terms of the Settlement.

1 12. The Court authorizes the Settlement Administrator to calculate and pay the
2 Settlement Shares, in accordance with the terms of the Settlement, and to pay the LWDA Payment,
3 the Representative Plaintiff's Payment, and the Plaintiff's Counsel Fees and Expenses Payment at
4 the same time as the Settlement Shares.

5 13. Defendant is ordered to provide to the Settlement Administrator not later than 14
6 days after this order becomes Final the names, last known mailing addresses and telephone
7 numbers, Social Security numbers, and Covered Workweeks of all Settlement Group Members.
8 This information will not be disclosed to plaintiff or her counsel, and may be used solely for
9 purposes of administering the Settlement.

10 14. All payments due under the Settlement will be made pursuant to the Settlement.

11 15. If a Settlement Share check comes back to the Settlement Administrator as non-
12 deliverable, the Settlement Administrator will make reasonable efforts to find a current address
13 for the Settlement Group Member and re-mail the check.

14 16. If a Settlement Group Member fails to cash the check for his or her Settlement
15 Shares within 180 days after it is mailed to the Settlement Group Member (or, in the case where
16 the check was returned as non-deliverable, within 180 days after the initial mailing or within 90
17 days after it is mailed to the new address for the Settlement Group Member, whichever is later),
18 the Settlement Administrator will transfer the money represented by the check to the California
19 State Controller's Office Unclaimed Property Fund with an accounting of the amounts being
20 transferred.

21 17. The Court retains exclusive and continuing jurisdiction over this Action under
22 California Code of Civil Procedure section 664.6 for purposes of supervising, administering,
23 implementing, interpreting, and enforcing this order, as well as the Settlement Agreement.

24 18. Nothing in this order or the Settlement Agreement will be construed as an
25 admission or concession by any party, including an admission or concession that defendant bears
26 any liability to the Settlement Group Members or that they were owed the amounts being paid or
27 any amounts. The Settlement Agreement and this resulting order simply represent a compromise
28 of disputed allegations.

1 19. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of
2 the date of this order.

3 20. Upon entry of this order, plaintiff and the Settlement Group Members will waive
4 and release all claims against the Released Parties that were pled or could have been pled under
5 PAGA under the California Labor Code, Wage Orders, regulations, and/or other provisions of law
6 alleged in the Action to have been violated with respect to herself and the Settlement Group
7 Members during the Covered Period.

8 21. Based on the foregoing, and in accordance with the Settlement Agreement, this
9 action is DISMISSED WITH PREJUDICE, each side to bear its own costs and attorneys' fees
10 except as provided by the Settlement Agreement.

11 IT IS SO ORDERED.

12 Dated: July 30, 2020.





David J. Cowan
Judge of the Superior Court
David J. Cowan / Judge

13
14 Counsel for plaintiff is ordered to give notice.

09/19/2019

Sherri R. Carter, Executive Officer / Clerk of Court

By: O. Chavez Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGE GUTIERREZ, as an individual and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

SEIDNER & CO., INC., a California
Corporation; and DOES 1 through 100,

Defendants.

Case No.: BC724132

*[Assigned for all purposes to the Hon. Holly
J. Fugie; Dept. 56]*

**[PROPOSED] ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT AWARD**

Date: September 16, 2019

Time: 8:30 a.m.

Dept.: 56

Reservation No.: 122557984660

Action Filed: October 3, 2018

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on September 16, 2019 at
2 8:30 a.m. Having considered the parties' Settlement Agreement, the documents and evidence
3 presented in support thereof, and recognizing the disputed factual and legal issues involved in
4 this case, the risks of further prosecution, the substantial benefits to be received by the State of
5 California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and
6 adequate nature of the settlement obtained as a result of good faith arm's-length negotiations
7 between the parties, the Court hereby makes a final ruling that the settlement is approved pursuant
8 to Labor Code § 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's
9 Motion for Approval of PAGA Settlement and Reasonable Attorneys' Fees, Costs, and
10 Enhancement Award and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as:

12 All current and former non-exempt employees of Defendant
13 in California from October 3, 2017, until the date that the
14 Court approves this settlement or September 16, 2019,
15 whichever comes earlier ("PAGA Period").

16 2. The Court hereby approves the Settlement as set forth in the Settlement
17 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
18 according to the terms of the Settlement Agreement.

19 3. The Court orders that Defendant Seidner & Co., Inc. shall deposit the Maximum
20 Settlement Amount of \$325,000.00 to the Settlement Administrator within fourteen (14) business
21 days of the Court's approval of the Settlement Agreement.

22 4. The Court hereby approves, as to form and content, the Notice of PAGA
23 Settlement and Release of Claims, submitted by the parties.

24 5. The Court hereby appoints CPT Group, Inc. as Settlement Administrator.

25 6. Within fourteen (14) business days of Court approval, Defendant Seidner & Co,
26 Inc. ("Seidner") will provide CPT with a list containing the Aggrieved Employees' full name,
27 last known mailing address, last known telephone number, start date(s) of employment, end
28 date(s) of employment, total pay periods worked, and Social Security numbers. The list will also
contain the total of all pay periods worked by Aggrieved Employees during the PAGA Period.

1 Within ten (10) business days of receipt of this information, the Settlement Administrator will
2 circulate to counsel for Plaintiff and Defendant an anonymized spreadsheet containing the
3 Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said
4 payments.

5 7. CPT Group, Inc. is directed to mail the individual settlement payments (which
6 will include the Aggrieved Employees' 25% share of civil penalties paid under Labor Code §
7 2699(i) and their share of civil penalties under Underpaid Wages and Civil Penalty) and Notice
8 of PAGA Settlement and Release of Claims to the Aggrieved Employees after approval of the
9 anonymized spreadsheet containing the individual settlement payments to each Aggrieved
10 Employee and the data used to calculate said payments from the parties.

11 8. The Court finds that attorneys' fees in the amount of \$108,333.33 for Plaintiff's
12 Counsel, and reimbursement of litigation costs of \$10,357.93 to Plaintiff's Counsel are fair,
13 reasonable, and adequate, and orders that the Settlement Administrator distribute these payments
14 to Plaintiff's Counsel as provided for in the Settlement Agreement.

15 9. The Court orders that the Settlement Administrator shall be paid \$7,750.00 for all
16 of its work done and to be done until the completion of this matter and finds that sum appropriate.

17 10. The Court finds that an enhancement award of \$5,000.00 to Plaintiff is fair and
18 reasonable in recognition of the unique contributions he has made and the risks he undertook on
19 behalf of the Aggrieved Employees and the State of California, and orders that the Settlement
20 Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement.

21 11. The Court finds that the amount of \$15,000.00 (representing 75% of the
22 \$20,000.00 set aside for PAGA civil penalties under Labor Code § 2699(i)) shall to be paid to
23 the California Labor and Workforce Development Agency ("LWDA") as provided for by the
24 Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in
25 accordance with the terms of the Settlement Agreement.

26 12. The court approves the limited scope of the release. Following entry of this Order
27 and Final Judgment, all Aggrieved Employees will release Defendant Seidner & Co., Inc. and its
28 respective heirs, executors, administrators, successors, assignees, parents, subsidiaries and

1 related entities, officers, directors, shareholders, employees, agents, servants, representatives,
2 members, attorneys, insurers, re-insurers, assigns, and affiliates, and any and all other entities
3 with whom they have been, are now, or may hereafter be affiliated, and any of their affiliated
4 companies, predecessors, successors and assigns, as well as their past or present officers,
5 directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees
6 (collectively, the "Released Parties") from any and all claims under PAGA that are pled in
7 Plaintiff's Complaint (including Labor Code § 558), or which could have been pled under the
8 PAGA based on the factual allegations in Plaintiff's Complaint, that arose during the PAGA
9 Period.

10 13. Upon entry of this Order and Judgment, the Court permanently enjoins and
11 forever bars Plaintiff and the Aggrieved Employees from instituting or prosecuting any action
12 against the Released Persons which was released as part of the Settlement Agreement. Without
13 affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction to
14 enforce the terms of the Settlement.

15 14. Plaintiff shall file a declaration confirming the final distribution of funds on or
16 before June 5, 2020.

17
18 **IT IS SO ORDERED.**

19 09/19/2019

20 Dated: _____



Holly J. Fujie

Holly J. Fujie / Judge

Honorable Holly J. Fujie
Judge of the Superior Court

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Attorneys for Plaintiff Silva and Aggrieved Employees

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

JORGE GONZALEZ, individually and on
behalf of himself and other persons similarly
situated,

Plaintiff,

vs.

CITISTAFF SOLUTIONS, INC., a California
corporation; and DOES 1 through 30,
inclusive,

Defendants.

LUIS SILVA, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

CITISTAFF SOLUTIONS, INC., a California
Corporation, and DOES 1 through 100,

Defendants.

Case No. BC620115 (Lead Case)
Case No. BC622512

*[Assigned for all purposes to the Honorable
David S. Cunningham III, Dept. 37]*

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION EXPENSES**

Date: September 27, 2018
Time: 8:30 a.m.
Dept.: 37
Reservation ID: 180409304435

Complaint Filed [Lead Case]: May 10, 2016
FSC: October 22, 2018
Trial Date: October 30, 2018

NOVEMBER 19, 2018

This matter came on regularly for hearing before this Court on ~~September 27, 2018~~ at 8:30 a.m. Having considered the parties' Joint Stipulation of Settlement and Release ("Settlement Agreement" or "Settlement"),¹ the documents and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a final ruling that the settlement is approved pursuant to Labor Code section 2699(1). Good cause appearing therefor, the Court hereby GRANTS Plaintiffs' Motion for Approval of Settlement of Claims and ORDERS as follows:

1. The "Aggrieved Employees" shall be defined as:

All persons who, at any time during the Settlement and Release Period were employed by Defendant in non-exempt hourly positions in the State of California who were provided with at least one wage statement.

2. "Defendant" means CitiStaff Solutions, Inc.

3. The "Settlement and Release Period" means from May 10, 2015 to September 12, 2016.

4. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to the terms of the Settlement Agreement.

5. The Court orders that Defendant shall pay the Gross Settlement Amount of \$275,000.00 to the Settlement Administrator on the following schedule, as provided for in the Settlement Agreement: Payment 1: \$15,000.00, to be paid within five (5) business days from an Order from the Court approving this Settlement or June 1, 2018, whichever is later, representing Representative Plaintiffs' Enhancement Payments; Payment 2: \$12,146.04 to be paid on July 1, 2018 representing Aggrieved Employees' Counsel Costs; Payment 3: \$30,555.55 to be paid on August 1, 2018, representing the first 1/3 of the Aggrieved Employees' Counsel Fees; Payment 4: \$30,555.55 to be paid on October 1, 2018, representing the second 1/3 of the Aggrieved

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement Agreement.

1 Employees' Counsel Fees; Payment 5: \$30,555.55 to be paid on December 1, 2018,
2 representing the third 1/3 of the Aggrieved Employees' Counsel Fees; Payment 6: \$15,630.78
3 to be paid on January 1, 2019 representing the amounts distributable to the LWDA, Aggrieved
4 Employees and Settlement Administration Costs; Payments 7 through 18: \$12,777.78 to be
5 paid monthly, commencing on February 1, 2019 through December 1, 2019, to be paid on the
6 first date of each month, representing the amounts distributable to the LWDA, Aggrieved
7 Employees and Settlement Administration Costs.² See Settlement, § III.H.2.

8 6. The Court hereby approves, as to form and content, the Notice of Settlement submitted
9 by the parties.

10 7. The Court hereby appoints CPT Group, Inc. as Settlement Administrator.

11 8. Within fifteen (15) business days of settlement approval, CitiStaff will provide CPT
12 with a list containing the Aggrieved Employees' names, last known addresses, last known
13 telephone numbers, and social security numbers.

14 9. CPT Group, Inc. is directed to mail the individual settlement payments and Notice of
15 Settlement to the Aggrieved Employees within ten (10) days of receipt of the Defendant's final
16 payment of the Gross Settlement Amount.

17 10. The Court finds that attorneys' fees in the amount of \$91,666.66 for Plaintiffs' counsel,
18 ~~\$12,147.00~~ ^{\$11,842.95} and reimbursement of litigation costs of ~~\$12,147.00~~ to Plaintiffs' counsel, are fair, reasonable,
19 and adequate, and orders that the Settlement Administrator distribute these payments to
20 Plaintiffs' Counsel as provided for in the Settlement Agreement.

21 11. The Court orders that the Settlement Administrator shall be paid up to \$65,000.00 for
22 all of its work done and to be done until the completion of this matter, and finds that sum
23 appropriate.

24 12. The Court finds that Representative Plaintiff Enhancement Payments of \$5,000.00 each
25 to Plaintiffs Jorge Gonzalez, Teresa Nieto, and Luis Silva for a total amount of \$15,000.00, is
26

27 ² The parties have agreed and this Court approves that to the extent that any of the payment
28 deadlines fall prior to the date that this Court issues its approval order, CitiStaff will make any
payments on the due dates with the Settlement Administrator holding the funds in escrow.

1 fair and reasonable in recognition of the unique contributions they have made and the risks they
2 undertook, on behalf of the Aggrieved Employees and the State of California, and orders that
3 the Settlement Administrator distribute this payment to Plaintiffs as provided for in the
4 Settlement Agreement.

5 13. The Court finds that the amount of \$68,389.75, representing 75% of the \$91,186.34
6 allocated as PAGA penalties in this action, to be paid to the California Labor and Workforce
7 Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and
8 reasonable, and orders that payment be made to the LWDA in accordance with the terms of the
9 Settlement Agreement.

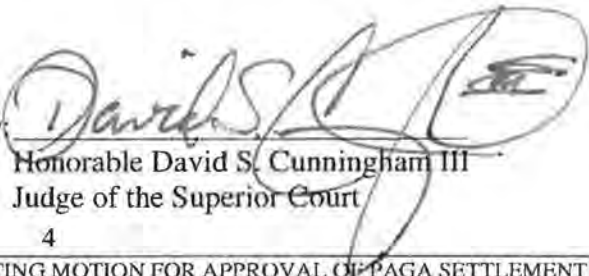
10 14. The court approves the limited scope of the release. Following entry of this Order and
11 Final Judgment, Representative Plaintiffs and Aggrieved Employees will have released all
12 Released Claims against Released Persons, meaning that PAGA civil penalties recoverable
13 under any theory of liability upon which such civil penalties under the PAGA could have been
14 recovered based upon the allegations in the operative Complaint, including specifically any and
15 all claims, causes of action, damages, wages, benefits, expenses, penalties, interest, debts,
16 liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy
17 in law, equity, or whatever kind or nature that were asserted or could have been asserted
18 pursuant to Labor Code §§ 558 or 2698 et seq. for violation of Labor Code Section 226.

19 15. Upon entry of this Final Order and Judgment, the Court permanently enjoins and
20 forever bars the Representative Plaintiffs, Aggrieved Employees' Counsel, or the Aggrieved
21 Employees from instituting or prosecuting any action against the Released Persons which was
22 resolved as part of the Settlement. Without affecting the finality of this Final Order and
23 Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement.
24 Plaintiffs shall file a declaration confirming the final distribution of funds on or before

25 JANUARY 21 ²⁰²⁰_{2019.}

26 **IT IS SO ORDERED.**

27 Dated: 11-19-2018

28 By: 
Honorable David S. Cunningham III
Judge of the Superior Court