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on behalf of herself and others similarly situated

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

MELLISSA MARIE DELGADO and
TERRANCE FLETCHER, on behalf of
themselves and others similarly situated,

Plaintiffs,

vs.

LAKIN TIRE WEST, LLC; LAKIN TIRE
WEST, INC.; ELS OF FLORIDA, INC.
(DBA LABOR FINDERS); LF STAFFING
SERVICES, INC. (DBA LABOR FINDERS);
and DOES 1 through 100, inclusive,

Defendants.

Case No. 24STCV14080

Honorable Samantha P. Jessner
Department 7

**DECLARATION OF JAMES S. WINN JR. IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: July 28, 2026
Time: 10:00 a.m.
Dept.: 7

Complaint Filed: June 6, 2024
FAC Filed: December 29, 2025
Trial Date: Not Set

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8 Attorneys for Plaintiff TERRANCE FLETCHER,
9 individually, and on behalf of others similarly situated
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1 attended all hearings; attended all mediations; coordinated with class action administrators; prepared
2 and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all
3 other intricate facets of litigation. During that time, he represented a wide range of clients from sole
4 proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of
5 the cases he managed were highly publicized, with articles written about them in the Los Angeles
6 Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has
7 regularly honored him as a Southern California Rising Star since 2012.

8 4. Karen I. Gold graduated *cum laude* from UCLA in 2005 with a Bachelor of Science
9 degree in Cognitive Science and a Specialization in Computing. She received her law degree from
10 Boston University School of Law and was admitted to the California State Bar in 2008. Upon
11 graduation, she joined Cox Castle & Nicholson, LLP, and worked there for approximately a decade as
12 a general litigation attorney focused primarily on high-stakes sophisticated cases including class action
13 defense matters. Thereafter, she spent approximately five years working for Marlin & Saltzman, LLP,
14 which is a well-known plaintiff-side wage and hour law firm in Los Angeles, before transitioning over
15 to Blackstone Law, APC as a Senior Trial Attorney and Team Lead. Karen I. Gold has managed over
16 one hundred complex litigation cases, ranging from employment matters to corporate and general
17 business litigation matters. On many of those cases, she was the only or primary attorney managing
18 in the case and thus obtained extensive experience overseeing these types of actions. In that capacity,
19 she was the primary contact for clients; took and defended many depositions; propounded and
20 responded to discovery; prepared and opposed motions and pleadings, including dispositive and
21 certification motions; strategized on all cases; attended hearings; attended mediations; coordinated
22 with class action administrators; prepared and worked with experts; participated in trial prep and trials;
23 and engaged in all other intricate facets of litigation. Super Lawyers honored her as a Southern
24 California Rising Star from 2015 through 2018. As a Senior Trial Attorney and Team Lead, she
25 oversees and handles over 100 wage-and-hour putative class actions and/or representative actions
26 under PAGA seeking relief on behalf of California employees. She has considerable experience in
27 handling class and representative action lawsuits throughout her career and has been approved as
28 counsel in a number of cases.

1 5. Marissa A. Mayhood is a Senior Associate Attorney at Blackstone Law, APC. She
2 graduated from Pepperdine University School of Law with a Juris Doctorate and a certificate in dispute
3 resolution from Pepperdine's Straus Institute. Ms. Mayhood spent approximately five years working
4 for Marlin & Saltzman, LLP, which is a well-known plaintiff-side wage and hour law firm in Los
5 Angeles. While working for Marlin & Saltzman, LLP, she litigated and helped settle a \$72.5 million
6 case, *Utne v. Home Depot U.S.A., Inc.*, United States District Court for the Northern District of
7 California, Case No. 3:16-cv-01854-RS, and was approved as class counsel.

8 6. Alexandra Rose joined Blackstone Law, APC from a highly reputable employment law
9 firm. She graduated from the University of California, Los Angeles with a Bachelor of Arts degree in
10 2016 and from New England Law Boston with a Juris Doctor degree in 2019. She was admitted to
11 the State Bar of California in December of 2019 and the State Bars of New York and New Jersey in
12 2023. She has worked on many wage and hour class action and PAGA representative matters, and her
13 work has included, inter alia, researching and drafting pleadings, administrative notice exhaustion,
14 drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion
15 practice, claims evaluation and analysis, and making court appearances. She manages the post-
16 settlement department at Blackstone Law, APC. In that capacity, she oversees and handles over 100
17 wage-and-hour putative class actions and/or representative actions under PAGA that are in settlement.

18 7. I joined Blackstone Law, APC after working at a respected
19 employment and personal injury plaintiff-side law firm where I handled cases from intake to post
20 settlement. I graduated from the University of California, Santa Barbara with a Bachelor of Arts
21 degree in Political Science with a Minor in Professional Writing in 2018. I received my Juris
22 Doctorate Degree in 2022 from University of the Pacific, McGeorge School of Law. I was admitted
23 to the State Bar of California in May 2023. I have worked on many wage and hour class action and
24 PAGA representative matters, and my work has included, *inter alia*, conducting legal research,
25 drafting pleadings, stipulations, memorandums of understanding, and settlement agreements,
26 negotiating settlement terms, engaging in motion practice, and making court appearances.

27 8. Blackstone Law, APC has been counsel of record on several class action and PAGA
28 actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 1**.

Procedural History

9. On October 30, 2023, Plaintiff Fletcher provided written notice to the California Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendants Lakin Tire West, LLC and Lakin Tire West, Inc. (“Lakin Defendants”) by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated (“Fletcher LWDA Letter 1”). A true and correct copy of the Fletcher LWDA Letter 1 is attached hereto as **Exhibit 2**.

10. On November 16, 2023, Plaintiff Fletcher filed a Class Action Complaint in the action entitled *Terrance Fletcher v. Lakin Tire West, LLC, formerly known as Lakin Tire West, Inc.*, Alameda County Superior Court Case No. 23CV051505 (“Fletcher Class Action”), thereby commencing a putative class action against Defendant Lakin Tire West, LLC.

11. On November 22, 2023, Plaintiff Fletcher provided an amended written notice to the LWDA by online submission and to Defendants Lakin Tire West, LLC, Lakin Tire West, Inc., and LF Staffing Services, Inc. (dba Labor Finders) by U.S. Certified Mail (“Fletcher LWDA Letter 2”). A true and correct copy of the Fletcher LWDA Letter 2 is attached hereto as **Exhibit 3**.

12. On December 26, 2023, Plaintiff Fletcher filed a Doe Amendment in the Fletcher Class Action, which identified DOE 1 as Defendant LF Staffing Services, Inc. (dba Labor Finders).

13. On January 3, 2024, Plaintiff Fletcher filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Terrance Fletcher v. Lakin Tire West, LLC*, Alameda County Superior Court Case No. 24CV058197 (“Fletcher PAGA Action”). On January 29, 2024, Plaintiff Fletcher filed a Doe Amendment in the Fletcher PAGA Action, which identified DOE 1 as LF Staffing Services, Inc. (dba Labor Finders).

14. On April 19, 2024, Defendants Lakin Tire West, LLC and LF Staffing Services, Inc. (dba Labor Finders) filed a Joint Motion to Compel Arbitration of Individual Claims and Dismiss Putative Class Claims (“Class Motion to Compel Arbitration”) and supporting documents in the Fletcher Class Action. On April 19, 2024, Defendants Lakin Tire West, LLC and LF Staffing Services, Inc. (dba Labor Finders) filed a Joint Motion to Compel Arbitration of Non-Representative PAGA Claims and Stay Proceedings (“PAGA Motion to Compel Arbitration”) and supporting documents in

1 the Fletcher PAGA Action.

2 15. On May 16, 2024, Plaintiff Fletcher filed an Opposition to the Class Motion to Compel
3 Arbitration and supporting documents in the Fletcher Class Action. On May 22, 2024, Defendants
4 Lakin Tire West, LLC and LF Staffing Services, Inc. (dba Labor Finders) filed a Reply in support of
5 the Class Motion to Compel Arbitration and supporting documents in the Fletcher Class Action.

6 16. On June 6, 2024, Plaintiff Fletcher filed an Opposition to the PAGA Motion to Compel
7 Arbitration and supporting documents in the Fletcher PAGA Action.

8 17. On June 6, 2024, Plaintiff Mellissa Marie Delgado (“Plaintiff Delgado”) provided
9 written notice to the LWDA by online submission and to Defendant Lakin Tire West, LLC by U.S.
10 Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the
11 California Labor Code alleged to have been violated (“Delgado LWDA Letter”). A true and correct
12 copy of the Delgado LWDA Letter is attached hereto as **Exhibit 4**. Collectively, the Fletcher LWDA
13 Letter 1, Fletcher LWDA Letter 2, and Delgado LWDA Letter are referred to as the “LWDA Letters.”

14 18. On June 6, 2024, Plaintiff Delgado filed a Complaint for Damages and Restitution in
15 the action entitled *Mellissa Marie Delgado v. Lakin Tire West, LLC*, Los Angeles County Superior
16 Court Case No. 24STCV14080 (“Action”), thereby commencing a putative class action against
17 Defendant Lakin Tire West, LLC.

18 19. On June 12, 2024, Defendants Lakin Tire West, LLC and LF Staffing Services, Inc.
19 (dba Labor Finders) filed a Reply in support of the PAGA Motion to Compel Arbitration and
20 supporting documents in the Fletcher PAGA Action.

21 20. On June 20, 2024, Defendants Lakin Tire West, LLC and LF Staffing Services, Inc.
22 (dba Labor Finders) filed a Joint Supplemental Brief in support of the Class Motion to Compel
23 Arbitration and supporting documents in the Fletcher Class Action. On June 24, 2024, Plaintiff
24 Fletcher filed a Supplemental Brief in support of his Opposition to the Class Motion to Compel
25 Arbitration in the Fletcher Class Action.

26 21. On June 27, 2024, Plaintiff Fletcher filed a Doe Amendment in the Fletcher Class
27 Action and Fletcher PAGA Action, which identified DOE 2 as ELS of Florida, Inc. (dba Labor
28 Finders).

22. On July 8, 2024, Defendants Lakin Tire West, LLC and LF Staffing Services, Inc. (dba Labor Finders) filed a Joint Supplemental Brief in support of the Class Motion to Compel Arbitration in the Fletcher Class Action. On July 8, 2024, Defendant ELS of Florida, Inc. (dba Labor Finders) filed a Joinder in the Class Motion to Compel and supporting documents in the Fletcher Class Action. On July 9, 2024, Defendants Lakin Tire West, LLC and LF Staffing Services, Inc. (dba Labor Finders) filed a Joint Supplemental Brief in support of the PAGA Motion to Compel Arbitration in the Fletcher PAGA Action. On July 9, 2024, Defendant ELS of Florida, Inc. (dba Labor Finders) filed a Joinder in the PAGA Motion to Compel and supporting documents in the Fletcher PAGA Action.

23. On August 13, 2024, Plaintiff Delgado filed a Complaint for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Sections 2698, Et Seq. in the action entitled *Mellissa Marie Delgado v. Lakin Tire West, LLC*, Los Angeles County Superior Court Case No. 24STCV20425 (“Delgado PAGA Action”).

24. On September 16, 2024, the Alameda Superior Court entered an Order in the Fletcher Class Action, which granted the Class Motion to Compel Arbitration and dismissed the class claims alleged in the Fletcher Class Action without prejudice and compelled Plaintiff Fletcher’s individual claims to arbitration. On September 16, 2024, the Alameda Superior Court entered an Order in the Fletcher PAGA Action, which granted the PAGA Motion to Compel Arbitration and compelled Plaintiff Fletcher’s individual claims to arbitration.

25. On March 20, 2025, Plaintiff Delgado, Plaintiff Fletcher (together, “Plaintiffs”) and Defendants Lakin Tire West, LLC; Lakin Tire West, Inc.; ELS of Florida, Inc. (dba Labor Finders); and LF Staffing Services, Inc. (dba Labor Finders) (collectively, “Defendants”) (collectively, with Plaintiffs, the “Parties”) participated in a formal mediation conducted by Carl West, Esq. (“Mediator”), a neutral and respected mediator with extensive experience in complex wage and hour matters, which did not result in a settlement.

26. On July 24, 2025, the Parties participated in another formal mediation conducted by Carl West, Esq., and the Parties were able to reach an agreement to resolve this dispute on a class and representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

1 27. On December 29, 2025, Plaintiffs filed a First Amended Complaint for Damages and
2 Restitution (“Consolidated Amended Complaint”) in the Action, which added Plaintiff Fletcher as a
3 named plaintiff and the claims alleged in the Fletcher PAGA Action, Delgado PAGA Action, and
4 LWDA Letters. The Consolidated Amended Complaint alleges ten (10) causes of action for violations
5 of the California Labor Code for failure to pay wages for all hours worked at minimum wage, failure
6 to pay overtime wages for daily overtime worked, failure to authorize or permit meal periods, failure
7 to authorize or permit rest periods, failure to provide complete and accurate wage statements, failure
8 to timely pay all earned wages and final paychecks due to at time of separation of employment, failure
9 timely pay all earned wages during employment, and failure to reimburse necessary business
10 expresses, for violations of California Business & Professions Code Section 17200, *et seq.* based on
11 the aforementioned California Labor Code violations, and for civil penalties under PAGA based on
12 the aforementioned California Labor Code violations.

13 28. On January 13, 2026, the Parties executed the Class Action and PAGA Settlement
14 Agreement (“Settlement” or “Settlement Agreement”). A true and correct copy of the Settlement
15 Agreement is attached hereto as **Exhibit 5**.

16 **Summary of the Terms of the Settlement Agreement**

17 29. For purposes of settlement only, the Parties have agreed that the Class shall be defined
18 as “all current and former hourly, non-exempt employees who worked as direct employees for
19 Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during the
20 Class Settlement Period, as well as temporary employees employed through temporary employment
21 agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc.
22 in California at any time during the Class Settlement Period, including all current and former
23 employees who were placed with Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. by
24 ELS of Florida Inc. (dba Labor Finders) and LF Staffing Services, Inc. (dba Labor Finders)” (“Class”
25 or “Class Member(s)”). The Class Settlement Period is defined as the period from June 6, 2020
26 through August 23, 2025. Based on information provided by Defendants, it is estimated that there are
27 a total of one thousand four hundred forty-four (1,444) Class Members.

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1 30. The Parties have agreed to settle the class and PAGA claims at issue in the Consolidated
2 Amended Complaint for a non-reversionary Maximum Settlement Amount of One Million Five
3 Hundred Thousand Dollars and Zero Cents (\$1,500,000.00), exclusive of employer-side payroll taxes.
4 The Maximum Settlement Amount is a common fund and therefore includes all requested costs, fees,
5 and other allocations. The Maximum Settlement Amount includes: (1) Class Counsel Fees Payment
6 in the amount of thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$525,00.00 if the
7 Maximum Settlement Amount is \$1,500,000.00); (2) Class Counsel Litigation Expenses Payment, not
8 to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00); (3) Administration Expenses
9 Payment, not to exceed Twelve Thousand Two Hundred Dollars and Zero Cents (\$12,200.00); (4)
10 Class Representative Service Payments in the aggregate amount of Twenty Thousand Dollars and Zero
11 Cents (\$20,000.00); and (5) PAGA Penalties in the amount of Seventy-Five Thousand Dollars and
12 Zero Cents (\$75,000.00). After the above-estimated amounts are deducted from the Maximum
13 Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently
14 estimated to be Eight Hundred Thirty-Two Thousand Eight Hundred Dollars and Zero Cents
15 (\$832,800.00).

16 31. Additionally, 25% of the PAGA Penalties, which is \$18,750.00 out of \$75,000.00, will
17 be fully distributed to “all current and former hourly, non-exempt employees who worked as direct
18 employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any
19 time during the PAGA Settlement Period, as well as temporary employees employed through
20 temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or
21 Lakin Tire West, Inc. in California at any time during the PAGA Settlement Period, including all
22 current and former employees who were placed with Defendants Lakin Tire West, LLC and/or Lakin
23 Tire West, Inc. by ELS of Florida Inc. (dba Labor Finders) and/or LF Staffing Services, Inc. (dba
24 Labor Finders)” (“PAGA Member(s)”). The “PAGA Settlement Period” is defined as the period from
25 October 30, 2022 through August 23, 2025.

26 32. The Net Settlement Amount will be distributed and paid to all Class Members who do
27 not submit a valid and timely Request for Exclusion (“Participating Class Member(s)”) on a *pro rata*
28 basis based on the number of workweeks in which each Class Member worked for any amount of time

1 for the Lakin Defendants during the Class Settlement Period, shown by the Lakin Defendants'
2 timekeeping data ("Workweeks"). The *pro rata* payment to each Participating Class Member from
3 the Net Settlement Amount based on their number of Workweeks worked during the Class Settlement
4 Period ("Individual Class Payment") will be calculated by the Administrator, in accordance with the
5 Settlement Agreement.

6 33. The twenty-five percent (25%) of the PAGA Penalties will be distributed and paid to
7 all PAGA Members on a *pro rata* basis based on the number of pay periods in which each PAGA
8 Member worked for any amount of time for the Lakin Defendants during the PAGA Settlement Period
9 as shown by the Lakin Defendants' timekeeping data ("PAGA Pay Periods"). The *pro rata* payment
10 to each PAGA Member from the twenty-five percent (25%) of the PAGA Penalties based on their
11 number of PAGA Pay Periods worked during the PAGA Settlement Period ("Individual PAGA
12 Payment") will be calculated by the Administrator, in accordance with the Settlement Agreement.

13 34. Each Individual Class Payment will be allocated as twenty percent (20%) wages
14 ("Wage Portion") and eighty percent (80%) penalties and/or interest ("Non-Wage Portion"). The
15 Wage Portion will be reported on an IRS Form W-2 and the Non-Wage Portion will be reported on an
16 IRS Form 1099 (if applicable) by the Administrator. The Administrator will withhold the employee's
17 share of taxes and withholdings with respect to the Wage Portion of the Individual Class Payments,
18 and issue checks to Participating Class Members for their net payment of their Individual Class
19 Payment. The employers' share of taxes and contributions in connection with the Wage Portion of
20 Individual Class Payments will be paid by Defendants separately and in addition to the Maximum
21 Settlement Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%)
22 penalties and will be reported on an IRS Form 1099 (if applicable) by the Administrator.

23 35. The Settlement Agreement is a non-reversionary and non-claims made settlement. The
24 Net Settlement Amount will be fully distributed to Participating Class Members and the PAGA
25 Penalties will be fully distributed to the LWDA and PAGA Members, in accordance with the
26 Settlement Agreement. No money will revert to Defendants.

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36. Each Individual Class Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds associated with such canceled checks will be distributed by the Administrator to The Justice Gap Fund maintained by The State Bar of California as the *cy pres* recipient. The Parties, Class Counsel, and Defense Counsel have no interest or relationship with the *cy pres* recipient.

The Settlement is Reasonable

Informed Arms-Length Negotiations

37. The Parties' settlement negotiations were at all times made at arm's-length and were adversarial. The Settlement was reached following a second day of mediation with a highly respected mediator with substantial experience mediating wage and hour cases, and Plaintiffs engaged in additional negotiations in order to finalize the long-form agreement presently before the Court.

38. The Parties engaged in extensive informal discovery prior to reaching a settlement. Prior to mediation, Defendants Lakin Tire West, LLC and Lakin Tire West, Inc. produced a random twenty percent (20%) sampling of putative class members' time and pay data and Defendants ELS of Florida, Inc. (dba Labor Finders) and LF Staffing Services, Inc. (dba Labor Finders) produced all of the putative class members' time and pay data. Defendants also produced their relevant wage and hour policies, and information regarding the total number of putative class members, the number of current versus former employees, the total workweeks worked by the putative class members, and the average rate of pay for the putative class members.

39. This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and weaknesses of the claims and the potential class-wide damages.

40. Based on the information exchanged, the Parties extensively briefed issues regarding class certification and liability and provided their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective positions.

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Estimate of Potential Value of Claims

41. Class Counsel analyzed all available data and estimated Defendants' maximum potential exposure to be approximately \$12,124,569, assuming the litigation was successful at trial on all claims at issue and every employee had a violation for each claim on every shift worked. This maximum potential analysis was then reduced based on the challenges facing the likelihood of obtaining class certification, prevailing at trial, and other attendant risks. This estimate is based off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the relevant time period, less interest, and based on the analysis of the data which was extrapolated out for all putative class members across the entire putative class period, which included: \$1,343,626 for meal period violations (less meal period premiums paid); \$1,384,133 for rest period violations; \$1,730,335 for unpaid off-the-clock work; \$338,750 for unreimbursed business expenses; \$3,255,725 for waiting time penalties; and \$4,072,000 for wage statement penalties. Plaintiffs further estimated that Defendants faced an additional exposure of \$4,723,500 in potential, non-stacked (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties. Together with the PAGA penalties, Defendants' maximum potential exposure totaled \$16,848,069 in damages.

Specific Risks Considered

42. Although the investigation and information discovered supports Plaintiffs' contentions, Defendants raised potential defenses and other circumstances that impacted the risk of proceeding on a class-wide basis. Consideration of these risks factored into the negotiations and the decision to enter the Settlement. First and foremost, Defendants maintained throughout the litigation process that the majority of the putative class members, including Plaintiffs, signed enforceable arbitration agreements with a class action waiver, which barred Plaintiffs' class claims altogether. Additionally, Defendants argued that certain employees were covered under collective bargaining agreements. The arbitration agreements and collective bargaining agreements significantly affected the potential size of the putative class, and if Defendants prevailed on these arguments, there would be no class damages.

43. Class Counsel are aware of Defendants' defenses and arguments and have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation, including those involved in class and/or representative adjudication.

1 Plaintiffs further recognize the burdens of proof necessary to establish liability for the claims asserted
2 in the Action, Defendants' defenses, and the difficulties in establishing entitlement to monetary
3 recovery. Plaintiffs have also considered the Parties' settlement discussions, as well as the evaluations
4 of the Mediator, who is experienced and well-regarded in complex labor and employment matters.

5 44. Defendants denied and continue to deny any liability and wrongdoing of any kind
6 associated with the claims alleged in the Action, and further deny that class certification is appropriate
7 for any purpose other than the Settlement. Defendants believe that they would ultimately prevail in
8 the Action. Defendants proffered defenses to both certification and to the merits of Plaintiffs' claims.
9 Defendants contended that Plaintiffs' claims are not suitable for class certification because individual
10 issues would predominate should this case go to trial. As with all class actions, these complex cases
11 raise difficult management and proof issues and, accordingly, there is a significant risk that the Court
12 may deny class certification.

13 45. For example, Plaintiffs' meal period claims, which were based on Defendants' alleged
14 failure to provide lawful meal periods, have been increasingly difficult to certify in recent years.
15 Plaintiffs' theory of liability for meal period violations was based on allegations that Defendants had
16 failed to implement their policies and that their practices failed to allow Class Members to take meal
17 breaks in the manner required under California law. Defendants contended that their policies and
18 practices at all times during the Class Period were lawful. Defendants further argued that the rate of
19 purported meal period violations reflected in the data would require individualized inquiry and that
20 such inquiry would prohibit a class from being certified. We also had to consider the risk that the
21 Court would find validity in the individualized proof defense to certification of Plaintiffs' meal period
22 claim.

23 46. Additionally, a large portion of Defendants' overall liability lies in Plaintiffs' rest
24 period allegations. As with the meal period allegations, Defendants contended that they had a lawful
25 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
26 required under California law. Additionally, this claim was even more uncertain given the difficulties
27 associated with proving the alleged rest period violations, as Defendants were not required to record
28 these breaks. Given the lack of records demonstrating rest period violations, there were legitimate

1 concerns Plaintiffs would not be able to certify these claims or prove substantial damages with
2 requisite certainty, which made the estimated value of this claim subject to much challenge.

3 47. Plaintiffs also faced challenges certifying and proving liability for their minimum wage
4 and overtime claims. These claims were largely based on Defendants' unrecorded, off-the-clock work
5 performed by the Class Members both before and after their shifts and during purported meal periods.
6 For example, Class Members reported that they were required to arrive earlier than the start of their
7 shift to prepare for the day and stay later than the end of their shift to finish tasks all while off-the-
8 clock. However, the individualized nature of why this work was performed and the individualized
9 nature of damages presented substantial concerns regarding the manageability of the case and the risk
10 the Court could find these issues prevented certification.

11 48. Plaintiffs also contended that Defendants failed to reimburse Plaintiffs and the other
12 Class Members for necessary business-related expenses, such as the usage of personal cell phones for
13 work-related purposes. Defendants contended that they had a policy and practice of reimbursing
14 employees for necessary business-related expenses. Defendants further contended that, with respect
15 to the alleged expenses for which Plaintiffs and the other Class Members never requested
16 reimbursement from Defendants, they did not know and had no reason to know that alleged business-
17 related expenses had been incurred. Defendants further contended that the reason for why a Class
18 Member undertook certain expenses, while not others, and failed to receive reimbursement for certain
19 expenses while not others, would raise individual issues that could not be certified.

20 49. There are also substantial risks associated with Plaintiffs' waiting time penalties and
21 wage statement claims. First, these claims were derivative of Plaintiffs' claims for unpaid meal period
22 premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages, and if
23 certification was denied on those underlying claims, these derivative claims for penalties would also
24 likely fail. Further, even if Plaintiffs prevailed on their underlying claims, they would still be required
25 to demonstrate that Defendants' violations of California Labor Code section 203 were *willful*
26 violations. Wage statement claims have also seen varying treatment at the appellate level because
27 such claims have an element of discretion attached to them rather than a pure calculation of damages
28 after liability is proven. Accordingly, these derivative claims, which comprised a substantial portion

1 of Defendants' estimated liability, were therefore uncertain.

2 50. Class Counsel also recognized that, even if Plaintiffs prevailed at class certification,
3 proving the amount of wages due to each Class Member would be an expensive, time-consuming, and
4 extremely uncertain proposition. In order to prove liability and damages, Class Counsel will need to
5 request and analyze thousands of pages of documents, obtain the Class Members' contact information,
6 contact them, and obtain declarations at great expense. Obtaining the cooperation of current
7 employees would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a
8 current employer. On the other hand, Defendants would likely be able to obtain the cooperation of
9 their employees. Moreover, even if Plaintiffs prevailed at class certification and trial, possible appeals
10 would substantially delay any recovery by the Class.

11 51. Class Counsel also separately contemplated the risks of proceeding with the PAGA
12 claims and potential liability Defendants could face from these claims as part of the global resolution.
13 Existing case law makes PAGA claims subject to the same defenses and risks as Plaintiffs' underlying
14 wage claims. Class Counsel also anticipated that even if successful on the merits at trial, the
15 imposition of cumulative civil penalties based on the alleged wage and hour violations could be
16 considered unjust, arbitrary and oppressive, or confiscatory, and that Defendants would argue that they
17 made a good faith attempt to comply with their legal obligations warranting a reduction in penalties.
18 Class Counsel also anticipated Defendants would argue that the violations per pay period were low,
19 warranting an additional reduction in civil penalties. Finally, we were also mindful of the fact that
20 PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate
21 enforcement of California's labor laws by financing state activities and educating and deterring non-
22 compliance.

23 52. Accordingly, after considering this multitude of factors, we concluded that it was in the
24 best interest of the State of California and the PAGA Members to enter into the Settlement, and to
25 allocate Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) of the Maximum Settlement
26 Amount towards the PAGA claims, which represents approximately 5% of the Maximum Settlement
27 Amount. This percentage of the settlement is well-within the range of wage and hour settlements
28 regularly approved in both state and federal court for cases that include both a class and PAGA action.

Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the state, and deter future non-compliance by the employer.

53. Therefore, taking into account how each of the above risks potentially effected Plaintiffs’ ability to first obtain class certification, and then prove the underlying violations, the Court’s broad discretion in civil penalties, plus the cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendants’ estimated liability based on the challenges facing their ability to succeed on class certification by 70% to \$5,054,421. The merits-based risk factors further reduced Defendants’ estimated liability by an additional 65%. This resulted in an adjusted estimated liability of \$1,769,047. In light thereof, the settlement amount of \$1,500,000 is a significant settlement.

54. Class Counsel therefore submits that the Settlement is fair, reasonable, and adequate. The Settlement is in the best interest of the Class Members, the PAGA Members, and the State of California and is within the accepted range of recoveries for this type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class certification, and the costs of further litigation.

Class Representative Service Payments

55. As part of the Settlement Agreement, Plaintiffs are requesting reasonable Class Representative Service Payments of Ten Thousand Dollars and Zero Cents (\$10,000.00) each to Plaintiffs (total, \$20,000.00). These Class Representative Service Payments are eminently reasonable given the time and effort Plaintiffs spent on this matter, and the benefit to the Class Members as a result of Plaintiffs’ actions. Notice of the requested Class Representative Service Payments are disclosed to the Class Members in the Class Notice.

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1 ***Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment***

2 56. The attorneys' fees incurred by Class Counsel are in line with the common fund
3 requested. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees in an
4 amount of up to thirty-five percent (35%) of the Maximum Settlement Amount (i.e., \$525,000.00 if
5 the Maximum Settlement Amount is \$1,500,000.00) and actual litigation costs and expenses in an
6 amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00), which will be paid
7 out of the Maximum Settlement Amount, subject to approval by the Court. Class Counsel has borne
8 all of the risks and costs of litigation and will not receive any compensation until recovery is obtained.

9 57. The effectiveness of Class Counsel's prosecution of this matter has translated into
10 tangible monetary benefits as follows: (1) Class Members, the State of California, and PAGA
11 Members will obtain monetary recovery over a relatively short period of time, as opposed to waiting
12 additional years for the same, or potentially worse, result; (2) a guaranteed result that compares
13 favorably with other similar class action settlements of this type, given the strengths and weaknesses
14 of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only
15 increased significantly had the case progress through certification, trial, and/or upon appeal.

16 58. Class Counsel have litigated this matter for over two years and were actively preparing
17 this matter for class certification and trial. The Motion for Final Approval will elaborate on the nature
18 of the legal services provided, the time incurred in performing those services, and Class Counsel's
19 hourly rates. The Motion for Final Approval will also elaborate on the reimbursement costs sought
20 by Class Counsel. Notice of the requested Class Counsel Fees Payment and Class Counsel Litigation
21 Expenses Payment are disclosed to the Class Members in the Class Notice.

22 ***Notice to the Class***

23 59. The Parties have agreed to retain Apex Class Action LLC ("Apex" or "Administrator")
24 to handle the notice and settlement administration process. The Parties respectfully request that the
25 Court appoint Apex to handle these procedures and to serve as the Administrator. Defendants will
26 provide Apex with the Class Data and Apex will calculate each Class Member's estimated Individual
27 Class Payment and each PAGA Member's estimated Individual PAGA Payment. Apex will also
28 receive and process Requests for Exclusion, written objections, and challenges to Workweeks and/or

1 PAGA Pay Periods; will provide necessary reports and declarations; will calculate, subtract, and
2 transmit necessary taxes and withholdings with respect to the wages portion of the Individual Class
3 Payments; will prepare and submit informational and other tax filings and documents; will issue and
4 transmit all payments provided for by the Settlement, including, but not limited to, mailing Individual
5 Class Payment checks to the Participating Class Members and Individual PAGA Payment checks to
6 the PAGA Members; and perform any other usual and customary duties for administering a class
7 action settlement.

8 60. I am not aware of an alternative method of providing notice to the Class which would
9 result in a higher likelihood of actual notice. The original source of the mailing addresses is from each
10 Class Member, who provided the information to Defendants. As a fail-safe to this highly reliable
11 method, skip tracing will be performed, if necessary.

12 ***Notice of Settlement to the LWDA***

13 61. In accordance with California Labor Code section 2699(s)(2), on March 23, 2026, a
14 copy of the proposed Settlement was submitted to the LWDA via online submission through the
15 LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached
16 hereto as **Exhibit 6**.

17 I declare under penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct.

19 Executed on March 23, 2026 at Tustin, California.

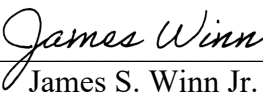
20 
21 _____
22 James S. Winn Jr.
23
24
25
26
27
28

EXHIBIT 1

- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v. Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in

settlement of representative wage and hour action pursuant to PAGA.

- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG I, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final

settlement of wage and hour class and PAGA action.

- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittini Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of

wage and hour class and PAGA action.

- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as

counsel in final settlement of wage and hour class and PAGA action.

- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final

settlement of wage and hour class and PAGA action.

- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and

PAGA action.

- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and

hour class and PAGA action.

- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case

No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.

- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.*, San Bernardino County Superior

Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.*, Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.*, Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.*, Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers*, Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics*, Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 2

October 30, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Terrance Fletcher v. Lakin Tire West, LLC/Lakin Tire West, Inc.*

Dear Representative:

This office represents Terrance Fletcher (“Claimant”) with respect to his claims under the California Labor Code against Lakin Tire West, LLC. And Lakin Tire West, INC. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately August 2022 to approximately December 2022 as a non-exempt, hourly-paid employee. During his employment with Employers, Claimant was employed as a Helper and Driver at 7150 Patterson Pass Road, Livermore, CA 94550. Claimant performed various duties for Employers such as driving around California picking up tires from different locations and filling up the truck with the tires for recycling. Employers operate a recycling tires business that handles tire removal and recycling all over the United States, including in Alameda County, and throughout California.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203,

204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, (1) waiting for the work trucks to get unloaded prior to clocking in, (2) working through meal and rest breaks due to workload, (3) waiting for the work trucks to get unloaded after clocking out, and (4) answering text and phone calls in between shifts. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times,

including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones for work-related purposes.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable

IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

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

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and

specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Karen Gold
Karen Gold

cc: By U.S. Certified Mail, Return Receipt Requested

Lakin Tire West, Inc
Attn: Robert Lakin
Agent for Service of Process
15305 Spring Avenue
Santa Fe Springs, CA 90670

Lakin Tire West, LLC
600 River Avenue, 3 Floor
Pittsburgh, PA 15212

Lakin Tire West, LLC
Attn: CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

EXHIBIT 3



November 22, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Terrance Fletcher v. Lakin Tire West, LLC./Lakin Tire West, Inc./ LF Staffing Services Inc., dba Labor Finders- Supplemental LWDA Letter, LWDA-CM-990748-23*

Dear Representative:

This office represents Terrance Fletcher (“Claimant”) with respect to his claims under the California Labor Code against Lakin Tire West, LLC, Lakin Tire West, Inc., and LF Staffing Services Inc., dba Labor Finders (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). A notice was previously sent on October 30, 2023 (LWDA-CM-990748-23) but did not directly name LF Staffing Services Inc., dba Labor Finders. Claimant believes he was jointly employed by Employers. Claimant is submitting this supplemental letter to directly name the additional party and this supplemental letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately August 2022 to approximately December 2022 as a non-exempt, hourly-paid employee. During his employment with Employers, Claimant was employed as a Helper and Driver at 7150 Patterson Pass Road, Livermore, CA 94550. Claimant performed various duties for Employers such as driving around California picking up tires from different locations and filling up the truck with the tires for recycling. Employers operate a recycling tires business that handles tire removal and recycling all over the United States, including in Alameda County, and throughout California.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of

California during the relevant statutory period (“Aggrieved Employees”). This supplemental letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, (1) waiting for the work trucks to get unloaded prior to clocking in, (2) working through meal and rest breaks due to workload, (3) waiting for the work trucks to get unloaded after clocking out, and (4) answering text and phone calls in between shifts. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-

discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted,

and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately

inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units

earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and

Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones for work-related purposes.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

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

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

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this supplemental letter.

This supplemental letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant’s intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers’ alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW



Marissa Mayhood

cc: By U.S. Certified Mail, Return Receipt Requested

LF Staffing Services, Inc. dba Labor Finders
11426 N. Jog Road
Palm Beach Gardens, FL 33418

LF Staffing Services, Inc. dba Labor Finders
Attn: Corporate Creations Network, Inc.- Sarah Clemens
Agent for Service of Process
5901 W. Century Blvd.
Los Angeles, CA 90045

Lakin Tire West, Inc
Attn: Robert Lakin
Agent for Service of Process
15305 Spring Avenue
Santa Fe Springs, CA 90670

Lakin Tire West, LLC
600 River Avenue, 3 Floor
Pittsburgh, PA 15212

Lakin Tire West, LLC
Attn: CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

EXHIBIT 4

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

June 6, 2024

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

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

<u>LAKIN TIRE WEST, LLC</u> Registered Agent for Process Service c/o CSC - Lawyers Incorporating Service 2710 Gateway Oaks Drive Suite 150N Sacramento, CA 95833 <u>Certified No.: 9589 0710 5270 0415 0367 21</u>	<u>LAKIN TIRE WEST, LLC</u> Attn.: Legal Department 600 River Avenue, 3 rd Floor Pittsburgh, PA 15212 <u>Certified No.: 9589 0710 5270 0415 0367 38</u>
<u>LAKIN TIRE WEST, LLC</u> Attn.: Legal Department 15305 Spring Avenue Santa Fe Springs, CA 90670 <u>Certified No.: 9589 0710 5270 0415 0367 45</u>	<u>LAKIN TIRE WEST, LLC</u> Attn.: Legal Department 15605 Cornet Street Santa Fe Springs, CA 90670 <u>Certified No.: 9589 0710 5270 0415 0367 52</u>

From: MELLISSA MARIE DELGADO, on behalf of herself and all other current and former aggrieved California-based hourly non-exempt employees of LAKIN TIRE WEST, LLC.

c/o Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey M. Schwartz, Esq.
Ashly Valenzuela, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jschwartz@lelawfirm.com
avalenzuela@lelawfirm.com

Our firm has been retained by aggrieved employee MELLISSA MARIE DELGADO concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”) against his employers, LAKIN TIRE WEST, LLC.

We are filing this written notice with the Labor and Workforce Development Agency (“LWDA”) pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client’s allegations of violations of the Labor Code by his Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee MELLISSA MARIE DELGADO (“Employee”) was employed by LAKIN TIRE WEST, LLC (“Defendants” or “Employers”) as an hourly non-exempt employee from in or around September 12, 2023, until on or about December 7, 2023.

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

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

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

- requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to clock out for their meal breaks and continue to work through their off-the-clock meal breaks, without being paid for that time.

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

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

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

2. Failure to Pay Overtime Wages for Overtime Hours Work

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

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

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

Further, Labor Code section 1198 provides,

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

Labor Code section 1194 provides, "...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil

action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

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

- requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to clock out for their meal breaks and continue to work through their off-the-clock meal breaks, without being paid for that time.

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers' failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked. Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

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

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 2699(f)(2) and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages at the lawful overtime rate for all overtime hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such overtime wages for all overtime hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

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

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§ 226.7, 512; Wage Order 4, § 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code § 226.7; Wage Order 4, § 11.

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

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

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 558 and/or Labor Code section 2699(f)(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay meal period premiums and/or pay meal period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay

calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

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

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

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

- failing to provide Employee and other current and former aggrieved California-based hourly non-exempt with net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2), on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer’s failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will also seek civil penalties for Defendant’s violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay rest period premiums and/or pay rest period

premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

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

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

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

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

6. Secret Payment of Wages Lower Than Designated by Statute, in Violation of Labor Code Section 223

Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by failing to pay wages no less than the applicable legal minimum and overtime wages, and also meal and rest break premiums, as established by Labor Code sections 226.7, 510, 1194, 1197 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code section 1198, the Employer secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of Labor Code section 223. The Employee with therefore pursue the civil penalties established by Labor Code section 225.5 for all such violations of Labor Code section 223, on behalf of the LWDA and against Employer if authorized to file a representative action on behalf of the State of California.

7. Failure to Provide Accurate Wage Statements

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

Employee alleges that as a derivative of Employee’s claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer’s control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), as such failures rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 226.3 and/or Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

8. Failure to Timely Pay Final Wages

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

As a result of the aforementioned violations of the Labor Code, Employee alleges that she was not paid her final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee’s separation of employment. Employee is informed and believes and thereon alleges that former aggrieved

California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

9. Employer's Other Violations of the California Labor Code

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

CONCLUSION

Our client intends to file a representative action pursuant to PAGA concerning her wage claims as warranted by Employer's violations of Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 1194, 1197, and sections 3, 4, 11 and 12 of the applicable IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer's violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP



Ashly Valenzuela, Esq.

9589 0710 5270 0415 0367 52

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 Attn.: Legal Department
 15605 Cornet Street
 Santa Fe Springs, CA 90670

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LAKIN TIRE WEST, LLC
 Attn.: Legal Department
 15605 Cornet Street
 Santa Fe Springs, CA 90670

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2. Article Number (Transfer from service label)

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(PABA)

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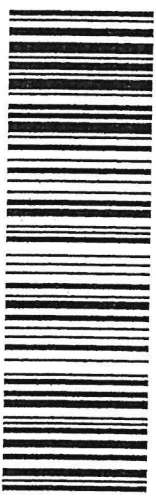
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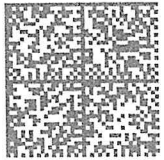
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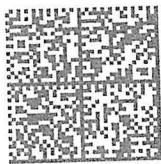
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 c/o CSC - Lawyers Incorporating Service
 2710 Gateway Oaks Drive Suite 150N
 Sacramento, CA 95833

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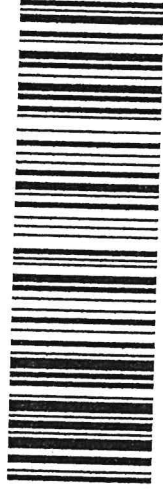
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EXHIBIT 5

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (**Agreement**) is made by and between plaintiffs Terrance Fletcher and Mellissa Marie Delgado (together, **Plaintiffs**) and defendants Lakin Tire West, LLC; Lakin Tire West, Inc.; ELS of Florida, Inc. (dba Labor Finders); and LF Staffing Services, Inc. (dba Labor Finders) (together, **Defendants**). Plaintiffs and Defendants are collectively the Parties and individually a Party.

1. Definitions

- 1.1. Action means the Consolidated Amended Complaint that was filed on December 29, 2025 and includes all causes of action, claims, and allegations set forth in all of the following:
 - 1.1.1. Mellissa Marie Delgado v. Lakin Tire West, LLC, Los Angeles Superior Court, Case No. 24STCV14080 (**Delgado Class Complaint**).
 - 1.1.2. Terrance Fletcher v. Lakin Tire West, LLC, et al., Alameda County Superior Court, Case No. 24CV058197 (**Fletcher PAGA Complaint**).
 - 1.1.3. Mellissa Marie Delgado v. Lakin Tire West, LLC, Los Angeles Superior Court, Case No. 24STCV20425 (**Delgado PAGA Complaint**).
 - 1.1.4. The LWDA letters dated October 30, 2023 (**Fletcher LWDA Letter 1**); November 22, 2023 (**Fletcher LWDA Letter 2**); and June 6, 2024 (**Delgado LWDA Letter**).
- 1.2. Administration Expenses Payment means the amount payable from the Maximum Settlement Amount (MSA) to reimburse the Administrator's reasonable fees and expenses, not to exceed an amount approved by the Court.
- 1.3. Administrator means Apex Class Action LLC, the neutral third-party settlement administrator jointly selected by the Parties and appointed by the Court to administer the Settlement (Settlement Administrator).
- 1.4. Class Counsel means Plaintiffs' counsel of record in the Actions.
- 1.5. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment mean the amounts approved by the Court for attorneys' fees and litigation costs/expenses, respectively, payable to Class Counsel from the MSA.

- 1.6. Class Data means identifying information concerning Class Members and PAGA Members in Defendants' possession and reasonably necessary for administration, including full names, last-known mailing addresses, Social Security numbers, and the number of Workweeks in the Class Settlement Period and the number of PAGA Pay Periods in the PAGA Settlement Period.
- 1.7. Class Member Address Search means the Administrator's reasonable efforts to locate current mailing addresses for Class Members and PAGA Members, including use of the National Change of Address database and skip tracing.
- 1.8. Class Members means all current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during the Class Settlement Period, as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during the Class Settlement Period, including all current and former employees who were placed with Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. by ELS of Florida Inc. (dba Labor Finders) and LF Staffing Services, Inc. (dba Labor Finders).
- 1.9. Class Notice means the Court-approved Notice of Proposed Class and PAGA Action Settlement substantially in the form attached as **Exhibit A**.
- 1.10. Class Representative(s) means each named Plaintiff seeking approval to serve as a class representative.
- 1.11. Class Representative Service Payments means service awards to Plaintiffs for their service to the Class and PAGA Members, as approved by the Court.
- 1.12. Class Settlement Period means June 6, 2020 through August 23, 2025.
- 1.13. Consolidated Amended Complaint means the consolidated amended complaint filed by Plaintiffs in the Delgado Class Complaint on December 29, 2025 that includes all class and PAGA claims alleged in the Actions (except for the class claims alleged by Fletcher which were dismissed), and which shall serve as the operative complaint for settlement approval in the Court.

- 1.14. Court means the Superior Court of California, County of Los Angeles, Central District, which will preside over approval of the Settlement, including the PAGA settlement.
- 1.15. Defendants collectively means Lakin Tire West, LLC; Lakin Tire West, Inc.; ELS of Florida, Inc. (dba Labor Finders); and LF Staffing Services, Inc. (dba Labor Finders).
- 1.16. Defendants' Counsel means counsel of record for Defendants in the Actions.
- 1.17. Effective Date means the date when (a) the Court enters Judgment after granting final approval of the Settlement; and (b) the Judgment becomes final. The Judgment becomes final on the latest of: (i) if there are no objections, the date the Judgment is entered; (ii) if there are objections, the day after the deadline for filing a notice of appeal has passed without appeal; or (iii) if an appeal is filed, the day after the appellate court affirms and issues remittitur.
- 1.18. Final Approval Order means the Court's order granting final approval of the Settlement.
- 1.19. Final Approval Hearing means the hearing at which the Court considers whether to grant final approval of the Settlement and related applications.
- 1.20. Judgment means the judgment entered by the Court upon the Final Approval Order.
- 1.21. Individual Class Payment means the pro rata payment to each Participating Class Member from the NSA based on their number of Workweeks worked during the Class Settlement Period.
- 1.22. Individual PAGA Payment means the pro rata payment to each PAGA Member from 25% of the total PAGA Penalties based on their number of PAGA Pay Periods worked during the PAGA Settlement Period.
- 1.23. Labor Finders means Defendants ELS of Florida, Inc. and LF Staffing Services, Inc. (dba Labor Finders).
- 1.24. Lakin Defendants means Defendants Lakin Tire West, LLC and Lakin Tire West, Inc.
- 1.25. LWDA means the California Labor and Workforce Development Agency.

- 1.26. LWDA Letters means the LWDA letters dated October 30, 2023 (Fletcher LWDA Letter 1); November 22, 2023 (Fletcher LWDA Letter 2); and June 6, 2024 (Delgado LWDA Letter).
- 1.27. LWDA PAGA Payment means 75% of the PAGA Penalties to be paid to the LWDA pursuant to Labor Code section 2699(i).
- 1.28. Maximum Settlement Amount or MSA means \$1,500,000. This non-reversionary amount is the total amount Defendants agree to pay to resolve the Actions, inclusive of all Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment, subject to the Escalator set forth in Section 3.1.3. Payment of the employers' share of payroll taxes on the wage portion of Individual Class Payments shall be made by Defendants separate and apart from and in addition to the MSA.
- 1.29. Net Settlement Amount or NSA means the MSA less the following amounts approved by the Court: LWDA PAGA Payment, Individual PAGA Payments (25% of PAGA Penalties), Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The NSA shall be distributed to Participating Class Members as Individual Class Payments.
- 1.30. Non-Participating Class Member means any Class Member who timely and validly opts out of the Class Settlement.
- 1.31. PAGA means the California Private Attorneys General Act, Labor Code section 2698 et seq.
- 1.32. PAGA Members means all current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during the PAGA Settlement Period, as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during the PAGA Settlement Period, including all current and former employees who were placed with Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. by ELS of Florida Inc.

(dba Labor Finders) and/or LF Staffing Services, Inc. (dba Labor Finders).

- 1.33. PAGA Pay Period means any pay period during which a PAGA Member worked for any amount of time for the Lakin Defendants during the PAGA Settlement Period as shown by the Lakin Defendants' timekeeping data.
- 1.34. PAGA Penalties means \$75,000 from the MSA, allocated 75% to the LWDA PAGA Payment and 25% to Individual PAGA Payments, unless the Court approves a lesser amount, in which case the remainder shall be added to the NSA.
- 1.35. PAGA Settlement Period means October 30, 2022 through August 23, 2025.
- 1.36. Participating Class Member means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.37. Released Class Claims means all claims and/or causes of action under any state, local, or federal law or administrative regulation by the Participating Class Members against the Released Parties that were or could have been alleged based on the facts and allegations in the Consolidated Amended Complaint during the Class Settlement Period, as further detailed in Section 5.2.
- 1.38. Released PAGA Claims means all claims and/or causes of action under any state, local, or federal law or administrative regulation by PAGA Members against the Released Parties that were or could have been alleged based on the facts and allegations in the LWDA Letters and Consolidated Amended Complaint during the PAGA Settlement Period, as further detailed in Section 5.3.
- 1.39. Released Parties means Defendants and their past, present, and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns.
- 1.40. Request for Exclusion means a signed written request by a Class Member to be excluded from the Class Settlement.
- 1.41. Response Deadline means 45 days after the Administrator mails the Class Notice, extended by 14 days for any Class Member for whom the Class Notice is re-mailed.

- 1.42. Settlement means the resolution of the Actions pursuant to this Agreement and the Judgment.
- 1.43. Wage Portion is the 20% of each Individual Class Payment that shall be allocated to wages and subject to applicable employee-side withholdings and reported on IRS Form W-2.
- 1.44. Workweek means any workweek in which a Class Member worked for any amount of time for the Lakin Defendants during the Class Settlement Period, as shown by the Lakin Defendants' timekeeping data.

2. Recitals

- 2.1. Plaintiffs filed the Actions and LWDA letters identified in Sections 1.1 and 1.26 asserting class and PAGA claims regarding alleged wage-and-hour violations against the Lakin Defendants (and, for PAGA purposes, also against Labor Finders as noted in the Fletcher LWDA Letter 2). The Lakin Defendants and Labor Finders deny all allegations and any liability. On September 16, 2024, the Alameda Superior Court dismissed without prejudice the class claims alleged in the Fletcher Class Complaint and compelled Fletcher's individual claims to arbitration.
- 2.2. On March 20, 2025 and July 24, 2025, the Parties participated in two consolidated mediations with Hon. Carl West (Ret.) and reached a global settlement of the Actions.
- 2.3. The Parties agree to seek Court approval of the Settlement as fair, reasonable, and adequate under applicable law, including Labor Code section 2699(l), and agree to cooperate in good faith to implement it. The Parties also agree that Plaintiffs will file a Consolidated Amended Complaint to serve as the operative pleading for settlement approval.
- 2.4. The Parties recognize that litigation would be time-consuming, expensive, and risky for all sides; this Agreement represents a compromise of disputed claims and does not constitute an admission of liability by Defendants or a concession by Plaintiffs.

3. Monetary Terms

- 3.1. Maximum Settlement Amount; Non-Reversionary; Payroll Taxes; Funding.

3.1.1. Defendants agree to pay a non-reversionary Maximum Settlement Amount (MSA) of \$1,500,000 to fully resolve the Actions, subject to Court approval. The Lakin Defendants shall pay \$1,480,000 and Labor Finders shall pay \$20,000 toward the MSA.

3.1.2. Defendants shall, separate and apart from and in addition to the MSA, pay the employers' share of payroll taxes on the Wage Portions of Individual Class Payments.

3.1.3. Escalator. At the July 24, 2025, mediation, the Lakin Defendants extrapolated the total number of Workweeks in the Class for the period from June 6, 2020 to July 24, 2025 as 67,750. If it is determined by the Administrator that the total number of Workweeks during the Class Settlement Period (including those that occurred after July 24, 2025) is more than ten percent (10%) above 67,750 (meaning more than 74,525 Workweeks), Defendant Lakin will increase the MSA by \$22.14 for each Workweek that is more than 74,525. For example, if the actual number of Workweeks in the Class Settlement Period is 74,535, then the MSA will increase by \$221.40. If Defendants dispute the Administrator's count of the Workweeks that triggers the Escalator, and that dispute remains unresolved, the Parties agree that the Court will resolve the issue.

3.2. Payments from the MSA. Subject to Court approval, the Administrator shall make the following payments from the MSA:

3.2.1. Representative Service Payments. \$10,000 to Plaintiff Fletcher and \$10,000 to Plaintiff Delgado (total \$20,000). These amounts are in addition to any other payments the Class Representatives may receive as Participating Class Members or PAGA Members. Defendants shall not object. These payments will be reported on IRS Form 1099, and Plaintiffs are responsible for any associated taxes. In consideration of these payments, each Plaintiff will execute a general release that includes a waiver under Civil Code section 1542 as provided in Section 5.1.

3.2.2. Class Counsel Fees and Expenses. Class Counsel may apply for up to 35% of the MSA (\$525,000) as attorneys' fees, and reasonable litigation costs and expenses not to exceed \$35,000.00 according to proof, subject to Court approval. Defendants agree not to object. Any Court-approved reduction will revert to the NSA. Payments shall be reported on IRS Forms 1099, and Class Counsel is responsible for all taxes related thereto.

- 3.2.3. Administration Expenses Payment. The Administrator shall be paid its reasonable fees and expenses in an amount approved by the Court, in an amount not to exceed \$12,200.00. Any Court-approved reduction or actual savings will revert to the NSA.
- 3.2.4. PAGA Penalties. \$75,000 shall be allocated to PAGA Penalties, 75% (\$56,250) to the LWDA and 25% (\$18,750) to Individual PAGA Payments for PAGA Members. If the Court approves a lower PAGA amount, the reduction shall be added to the NSA.
- 3.2.5. Net Settlement Amount (NSA). After the above deductions, the NSA will be distributed to Participating Class Members as Individual Class Payments.
- 3.3. Allocation; Withholding; Reporting.
- 3.3.1. Individual Class Payments. The Administrator will calculate each Individual Class Payment by dividing the NSA by the total number of Workweeks worked by all Participating Class Members during the Class Settlement Period and multiplying the result by the number of Workweeks worked by the Participating Class Member.
- 3.3.2. Tax Allocation for Individual Class Payments. 20% of each Individual Class Payment shall be allocated to wages (Wage Portion), subject to applicable employee-side withholdings and reported on IRS Form W-2; 80% shall be allocated to penalties and/or interest (Non-Wage Portion), reported on IRS Form 1099. Defendants shall separately pay the employers' share of payroll taxes on the Wage Portion. Participating Class Members are responsible for all employee-side taxes.
- 3.3.3. Individual PAGA Payments. The Administrator shall calculate each Individual PAGA Payment by dividing \$18,750 by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Settlement Period and multiplying the result by the number of PAGA Pay Periods worked by the PAGA Member. All Individual PAGA Payments are penalties, not wages, and shall be reported on IRS Forms 1099. PAGA Members are responsible for any taxes on these payments.
- 3.4. No Claims-Made; No Reversion. The Settlement is not claims-made; no claim form is required. No portion of the MSA shall revert to Defendants.

4. Settlement Funding and Payments

- 4.1. Class Data. Within 21 days after the Court grants preliminary approval, Defendants will provide the Class Data to the Administrator in a secure, usable format. The Administrator shall maintain the data confidentially and use it only for administration of the Settlement.
- 4.2. Funding. Defendants shall fund the MSA and, additionally, Defendants' employer-side payroll taxes on the Wage Portions by transmitting funds to the Administrator no later than 30 days after the Effective Date (subject to any Court order to the contrary).
- 4.3. Disbursements. Within 14 days after funding, the Administrator shall issue and mail all payments: Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments. Payments to Class Counsel and Class Representatives shall not precede the mailing of Individual Class Payments and Individual PAGA Payments.
- 4.4. Mailing; Re-mailing; Replacement Checks; Uncashed Checks.
 - 4.4.1. The Administrator shall mail checks via First Class U.S. Mail to the last known addresses (updated via National Change of Address). Checks shall remain valid for 180 days from mailing and shall conspicuously identify the void date.
 - 4.4.2. For returned checks, within 7 days the Administrator shall re-mail returned checks to any forwarding address or, if none, after a skip trace to the best available address. No further attempts are required if the re-mailed check is returned.
 - 4.4.3. Replacement checks shall be issued prior to the void date upon request. Any funds from checks remaining uncashed after 180 days shall be paid to The Justice Gap Fund maintained by The State Bar of California as the *cy pres* recipient, consistent with Code of Civil Procedure section 384(b). The Parties, Class Counsel, and Defense Counsel have no interest or relationship with the *cy pres* recipient.
- 4.5. Effect of Opt-Outs. Non-Participating Class Members shall not receive Individual Class Payments; the amounts that would have been paid to them shall be reallocated *pro rata* to Participating Class Members. Non-Participating Class Members who are PAGA Members shall receive

Individual PAGA Payments and shall be bound by the Released PAGA Claims as set forth in Section 5.3.

5. Releases: Effective on the date when Defendants fully fund the MSA and fund all employer payroll taxes owed on the Wage Portions, the following releases shall become effective:

5.1. Plaintiffs' General Releases; Section 1542 Waiver. In addition to the releases applicable to Participating Class Members and PAGA Members below, Plaintiffs Fletcher and Delgado, for the consideration of the Class Representative Service Payments, each grant a general release to the Released Parties of all claims, known or unknown, through the date of Plaintiffs' execution of this Agreement, to the maximum extent permitted by law, excluding only claims to enforce this Agreement and claims for vested benefits, unemployment insurance, disability benefits, social security benefits, and workers' compensation. Each Plaintiff expressly waives the provisions of Civil Code 1542, which provides:

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

Each Plaintiff, being aware of California Civil Code Section 1542, agrees to expressly waive any rights Plaintiff may have thereunder, as well as under any other statute or common law principles of similar effect.

5.2. Participating Class Members' Release of Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims and/or causes of action that were or could have been alleged based on the facts and allegations in the Consolidated Amended Complaint during the Class Settlement Period, including, without limitation, claims based on the failure to pay wages for all hours worked at minimum wage; the failure to pay overtime wages for daily overtime worked; the failure to authorize or permit meal periods; the failure to authorize or permit rest periods; the failure to provide complete and accurate wage statements; the failure to timely pay all earned wages and final paychecks due at time

of separation of employment; and unfair business practices, and claimed violation(s) of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, as well as violations of the applicable Industrial Welfare Commission Wage Orders (including but not limited to Wage Order No. 4), and the California Business and Professions Code sections 17200 *et seq.* This release does not include claims outside the Class Settlement Period or claims for vested benefits, wrongful termination, discrimination, harassment, retaliation, unemployment insurance, disability, social security, workers' compensation, or any claims to enforce this Agreement.

- 5.3. PAGA Release for all PAGA Members (Participating and Non-Participating). All PAGA Members (including Non-Participating Class Members), on behalf of themselves and the State of California, release the Released Parties from all claims for PAGA civil penalties that were or could have been alleged based on the facts and allegations in the LWDA Letters and Consolidated Amended Complaint during the PAGA Settlement Period, including, without limitation, claims based on the failure to pay for all time worked at correct rates of pay, including minimum wages, straight time wages, and overtime compensation; the failure to provide meal periods and pay meal period premiums; the failure to authorize and permit rest periods and pay rest period premiums; the failure to timely pay wages during employment; the failure to provide accurate itemized wage statements; the failure to maintain accurate records; the failure to reimburse necessary expenditures; and the failure to timely pay all wages upon termination of employment; and claimed violation(s) of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (including but not limited to Wage Order No. 4), as well as any and all other Labor Code violations as permitted by PAGA based on the allegations.

6. Preliminary Approval; Notice; Objections; Exclusions

- 6.1. Motion for Preliminary Approval. The Plaintiffs will prepare a motion for preliminary approval that complies with the Court's requirements and applicable law, including a request for approval of the PAGA settlement pursuant to Labor Code section 2699(l). Plaintiffs will provide all

- required supporting documents, including the Administrator's declaration and bid. Plaintiffs will provide the draft motion papers to Defendants' counsel at least 7 days before filing for their review and input.
- 6.2. Notice to Class Members. Within 14 days after receiving the Class Data, the Administrator shall mail the Class Notice (with Spanish translation if applicable), updated through the National Change of Address database. The Class Notice will state, among other things, estimated payments and Workweeks/PAGA Pay Periods, the Response Deadline, opt-out and objection procedures, and the Final Approval Hearing date/time/location.
 - 6.3. Re-mailing and Address Searches. The Administrator shall re-mail and perform address searches as set forth in Section 4.4.2. Re-mailed notices extend the Response Deadline by 14 days.
 - 6.4. Opt-Outs (Exclusions). Class Members may opt out by submitting a signed written Request for Exclusion by the Response Deadline. The Administrator shall accept any timely writing that reasonably communicates a request to be excluded and can reasonably be ascertained to be from the Class Member. The Administrator shall determine whether the opt out is timely and valid. If Defendants' dispute the Administrator's determination, and that dispute is not resolved, the Court shall ultimately resolve the dispute.
 - 6.5. Objections. Only Participating Class Members may object to the class components of the Settlement and to the applications for attorneys' fees, costs, and service awards. Written objections must be submitted to the Administrator by the Response Deadline. Alternatively, Participating Class Members may appear at the Final Approval Hearing to state objections. Non-Participating Class Members may not object.
 - 6.6. Workweek/PAGA Pay Period Challenges. Class Members and PAGA Members shall have until the Response Deadline (plus 14 days if re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods stated in their Class Notices. The Administrator shall request supporting documentation, may confer with the Parties, and shall make a determination consistent with the Class Data, subject to correction based on competent evidence. If Defendants dispute the Administrator's determination, and the dispute remains unresolved, the Court shall resolve the dispute. A Class Member's challenge under this provision does not constitute a Request for Exclusion. If a Class Member makes a challenge, but does not separately complete the requirements for a

Request for Exclusion, that Class Member shall be a Participating Class Member.

7. Settlement Administration

- 7.1. Selection of Administrator; QSF. The Parties jointly select a qualified Administrator, subject to Court approval. The Administrator shall establish a Qualified Settlement Fund under Treasury Regulation section 1.468B-1 and use its own EIN.
- 7.2. The Administrator shall re-mail a Class Notice if returned as undeliverable within 3 days after receiving the returned Class Notice or otherwise being informed that the Class Notice was undeliverable.
- 7.3. Administrator Reporting. The Administrator shall provide weekly reports to counsel, an exclusion list after the opt-out deadline, and declarations for the preliminary and final approval motions detailing compliance.
- 7.4. Website/Call Center/Email. The Administrator shall maintain a settlement website with case documents, a toll-free number, and a dedicated email to receive inquiries, objections, opt-outs, and challenges.
- 7.5. Final Report. Within 10 days after disbursement of all funds, the Administrator shall provide a final report to counsel and a declaration to the Court confirming full administration, including the *cy pres* transfer of uncashed funds after 180 days.
- 7.6. Accuracy of Calculations. Defendants and their Counsel shall have no responsibility for validating or ensuring the accuracy of the Administrator's work. Plaintiffs, Class Counsel, Defendants, and Defendants' Counsel shall not bear any responsibility for any errors or omissions in the calculation or distribution of the Individual Class Payments, Individual PAGA Payments, or any other distribution of monies contemplated by this Agreement.

8. Duties of the Parties

- 8.1. Cooperation. The Parties shall cooperate in good faith to promptly finalize filings, obtain hearing dates, and advocate for approval. If the Court denies approval or conditions approval on material changes, the Parties shall work together in good faith, including by re-engaging the mediator (costs split evenly), to address issues and seek approval.
- 8.2. Nullification Option. To the extent that more than 10% of Class Members submit valid and timely Requests for Exclusion, Defendants shall have

the option to nullify the Settlement within 10 days after receiving notification by the Administrator of the total number of Requests for Exclusion, via a written notice to Plaintiffs' counsel. If Defendants exercise this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed, except that any fees already incurred by the Administrator shall be paid by the Defendants for terminating the Settlement. The Administrator shall provide Counsel for the Parties a complete list of all Class Members who timely submitted a Request for Exclusion within 7 days after the Response Deadline.

9. Final Approval; Judgment; Appeals

- 9.1. Motion for Final Approval. No later than 16 days before the scheduled Final Approval Hearing, Plaintiffs shall file a motion for final approval and award of attorneys' fees, costs, and service awards (Approval Motion) and provide a draft to Defendants' counsel at least 7 days before filing. The Parties may respond to objections and file supplemental materials as permitted by the Court.
- 9.2. Continuing Jurisdiction. The Court shall retain jurisdiction, including under Code of Civil Procedure section 664.6, to enforce this Agreement and the Judgment and resolve administration issues.
- 9.3. Waiver of Appeal. Provided the Judgment is consistent with this Agreement, the Parties waive rights to appeal, except that any objector retains appellate rights and the Parties may oppose any such appeals.
- 9.4. Appellate Outcomes. If the Judgment is vacated, reversed, or materially modified in a manner requiring material modification of this Agreement, the Agreement shall be null and void, subject to good-faith efforts to address the appellate court's concerns. An appellate change in the fee, cost, service awards, or administration award amounts, without changing the MSA, is not material.

10. Taxes; No Tax Advice

- 10.1. The Parties do not provide tax advice. Class Members, PAGA Members, Plaintiffs, and Class Counsel are responsible for their own taxes. The allocations in this Agreement shall be used for reporting and withholding purposes.
- 10.2. Tax Treatment. Participating Class Members, PAGA Members, and Class Counsel shall be solely responsible for the reporting and payment

of their share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made to them pursuant to this Agreement. Defendants have not made any representations as to the taxability to any Participating Class Members of any portion of the Individual Class Payments, to any PAGA Members regarding the Individual PAGA Payments, the payment of any attorneys' fees and expenses to Class Counsel, or the payment of the Class Representative Service Payments to the Class Representatives. The Class Notice will advise each Class Member and PAGA Member to seek his/her/their own personal tax advice prior to acting in response to the Class Notice, and Defendants, the Class Representatives, and Class Counsel agree that each Class Member and PAGA Member will have an adequate opportunity to seek tax advice prior to acting in response to the Class Notice.

11. Section 11: Confidentiality

- 11.1. Plaintiffs and their Counsel agree not to disclose or publicize the Settlement, the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except as shall be contractually required to effectuate the terms of the Settlement as set forth herein. For the avoidance of doubt, this section means that Plaintiffs and their Counsel will not issue press releases, communicate with or respond to any media or publication entities, publish information in any manner or form, whether printed or electronic or on any medium about the Settlement. However, after preliminary approval is granted, and for the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as class counsel in other actions, Plaintiffs' Counsel may disclose information available in the public venue about the Settlement.

12. Section 12: Class Notice

- 12.1. The Class Notice, substantially in the form attached as **Exhibit A**, shall be submitted for Court approval and shall:
- 12.1.1. Describe the Settlement, the Class and PAGA definitions, the Class Settlement Period (June 6, 2020–August 23, 2025) and PAGA Settlement Period (October 30, 2022–August 23, 2025).
- 12.1.2. State that the MSA is \$1,500,000, the PAGA allocation is \$75,000 (75% to LWDA; 25% to PAGA Members), attorneys' fees

sought up to 35% of the MSA, service awards of \$10,000 each to Fletcher and Delgado, and that administration costs will be paid from the MSA.

12.1.3. Explain that the NSA will be allocated 20% wages and 80% penalties/interest for Individual Class Payments; that Defendants will pay the employer portion of payroll taxes separately; and that Individual PAGA Payments are civil penalties and thus not taxable wages.

12.1.4. Explain opt-out and objection rights, that Non-Participating Class Members cannot object but will receive Individual PAGA Payments if PAGA Members and will be bound by the PAGA release.

12.1.5. State that uncashed checks after 180 days will be paid to The Justice Gap Fund maintained by The State Bar of California as *cy pres*.

12.1.6. Provide estimated individual payment amounts, Workweeks and PAGA Pay Periods, and challenge procedures.

13. Section 13: Representations; Cooperation; Approval Conditions; Miscellaneous Terms

13.1. The Parties represent they will cooperate to promptly finalize and file the Approval Motion, appear at hearings, and support the Settlement. If the Settlement is not approved and the Parties are unable to reach a compromise to resolve any issue, the Parties agree to re-engage the mediator and/or attend mediation again before the same mediator, with costs split evenly.

13.2. No Solicitation. The Parties and their counsel shall not solicit Class Members to opt out or object.

13.3. Binding Representation by Plaintiffs' Counsel. Plaintiffs' Counsel represent that, other than the Actions, they do not currently represent any other current or former employees of Defendants in connection with any actual or planned claims, charges, complaints, or other matters against Defendants.

13.4. Integrated Agreement. This Agreement (including its exhibits) is the entire agreement between the Parties concerning the Settlement and supersedes all prior or contemporaneous agreements or negotiations, including any term sheets.

- 13.5. Authority; Counterparts. Each signatory has authority to bind the Party. This Agreement may be executed in counterparts, including by electronic signature, and together constitutes one instrument.
- 13.6. No Prior Assignments. Each Party represents it has not assigned any claim released herein.
- 13.7. Modification. This Agreement may be amended only by a writing signed by all Parties and approved by the Court.
- 13.8. Applicable Law; Construction; Headings. California law governs. The Agreement shall not be construed against any Party as drafter. Headings are for convenience only.
- 13.9. Use and Return/Destruction of Class Data. The Class Data shall be used solely to administer the Settlement. Within 90 days after the Court discharges the Administrator following final distribution, Plaintiffs shall destroy all Class Data.
- 13.10. Calendar Days; Deadlines. Unless stated otherwise, all days are calendar days. If a deadline falls on a weekend or federal holiday, it is extended to the next business day.
- 13.11. Notices. Notices shall be in writing and deemed given when mailed by U.S. Mail, sent by messenger, or emailed to counsel of record for the Parties at their addresses of record.
- 13.12. Stay; Trial Deadline Extension. Upon execution, the litigation shall be stayed, except as necessary to implement this Agreement. The Parties agree pursuant to Code of Civil Procedure section 583.330 to extend the time to bring the case to trial under section 583.310 for the entire settlement approval process.
- 13.13. The Class Representative Service Awards, Individual Class Payments, and Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the respective Plaintiffs, Participating Class Members, and PAGA Members. The Parties agree that any Class Representative Service Payment, Individual Class Payments, and Individual PAGA Payments paid to Plaintiffs, Participating Class Members, and PAGA Members under the terms of the Settlement do not represent any modification of any previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan

sponsored by any of the Defendants. Further, any Class Representative Service Payment, Individual Class Payments, and Individual PAGA Payments shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by the Defendants.

13.14. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

13.15. No Admission; No Basis for Future PAGA Penalty Rates. This Agreement is a compromise of disputed claims and does not constitute an admission of liability by Defendants or of the merits of any claim by Plaintiffs. The Parties expressly agree that the Settlement shall not constitute any basis for any subsequent violation PAGA penalty rates in any subsequent PAGA litigation against Defendants, or any basis for any subsequent claimed class action claims.

13.16. Settlement Dates:

Plaintiffs to provide draft motion for preliminary approval to Defendants’ counsel for review and input.	At least 7 days before filing.
Defendants to provide the Class Data to the Administrator in a secure, usable format.	Within 21 days after the Court grants preliminary approval.
Administrator to mail the Class Notice (with Spanish translation if applicable), updated through the National Change of Address database.	Within 14 days after receiving the Class Data.
Administrator to re-mail the Class Notice if returned as undeliverable.	Within 3 days after return; Response Deadline extended by 14 days for re-mailed notices.
Class Members and PAGA Members to challenge the number of Workweeks and/or Pay Periods stated in their notices.	By the Response Deadline: 45 days after the Administrator mails the Class Notice (plus 14 days if re-mailed)
Class Members to submit a signed written Request for Exclusion (opt-out).	By the Response Deadline: 45 days after the Administrator mails the Class Notice (plus 14 days if re-mailed)

Participating Class Members to submit written objections to the class components of the Settlement and to the applications for attorneys' fees, costs, and service awards.	By the Response Deadline: 45 days after the Administrator mails the Class Notice (plus 14 days if re-mailed).
Administrator to provide Counsel for the Parties a complete list of all Class Members who timely submitted a Request For Exclusion.	Within 7 days after the Response Deadline.
Defendants to exercise option to nullify the Settlement if more than 10% of Class Members submit valid and timely Requests for Exclusion.	Within 10 days after receiving notification by the Administrator of the total number of Requests for Exclusion.
Plaintiffs to file motion for final approval and award of attorneys' fees, costs, and service awards.	No later than 16 days before the scheduled Final Approval Hearing.
Defendants to fund the Maximum Settlement Amount (MSA) and, separately, employer-side payroll taxes on the Wage Portions by transmitting funds to the Administrator.	No later than 30 days after the Effective Date (subject to any Court order to the contrary).
Administrator to issue and mail all payments (Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments).	Within 14 days after funding by Defendants.
Administrator to re-mail returned checks to any forwarding address or, if none, after a skip trace to the best available address.	Within 7 days of receipt of returned check.
Administrator to provide a final report to counsel and a declaration to the Court confirming full administration, including the <i>cy pres</i> transfer of uncashed funds after 180 days.	Within 10 days after disbursement of all funds.
Checks issued to Participating Class Members and PAGA Members remain valid.	180 days from mailing.

Plaintiffs to destroy all Class Data.	Within 90 days after the Court discharges the Administrator following final distribution.
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(signatures on the following pages)

IT IS SO AGREED:

Terrance Fletcher

Terrance Fletcher
Plaintiff

01/13/2026

Date

Mellissa Marie Delgado
Plaintiff

Date

Authorized Agent
for Defendants Lakin Tire West, LLC
& Lakin Tire West, Inc.

Date

Authorized Agent
for Defendant Labor Finders (ELS of
Florida, Inc. and LF Staffing Services, Inc.)

Date

APPROVED AS TO FORM ONLY:

Alexandra Rose

Alexandra Rose

1/13/2026

Date

Plaintiffs to destroy all Class Data.	Within 90 days after the Court discharges the Administrator following final distribution.
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(signatures on the following pages)

IT IS SO AGREED:

Terrance Fletcher
Plaintiff

Date



Mellissa Marie Delgado
Plaintiff

01/08/2026

Date

Authorized Agent
for Defendants Lakin Tire West, LLC
& Lakin Tire West, Inc.

Date

Authorized Agent
for Defendant Labor Finders (ELS of
Florida, Inc. and LF Staffing Services, Inc.)

Date

APPROVED AS TO FORM ONLY:

Alexandra Rose

Date



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Long Form Settlement Agreement (Class/PAGA)

Plaintiffs to destroy all Class Data.	Within 90 days after the Court discharges the Administrator following final distribution.
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(signatures on the following pages)

IT IS SO AGREED:

Terrance Fletcher
Plaintiff

Date

Mellissa Marie Delgado
Plaintiff

Date

Frank J. DeCarlo

01/09/2026

Authorized Agent
for Defendants Lakin Tire West, LLC
& Lakin Tire West, Inc.

Date

Signed by:

Gary B. Glass

January 12, 2026

Authorized Agent
for Defendant Labor Finders (ELS of
Florida, Inc. and LF Staffing Services, Inc.)

Date

APPROVED AS TO FORM ONLY:

Alexandra Rose

Date

Blackstone Law, APC
Counsel for Plaintiff Terrance Fletcher



Joseph Lavi
Lavi & Ebrahimian, LLP
Counsel for Plaintiff Mellissa Marie Delgado

01/09/2026

Date

Michael J. Nader
Paul M. Smith
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Counsel for Lakin Defendants

Date

Mollie Burks
Seth Weisburst
Gordon Rees Scully Mansukhani
Counsel for Labor Finders (ELS of
Florida, Inc. and LF Staffing
Services, Inc.)

Date



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Blackstone Law, APC
Counsel for Plaintiff Terrance Fletcher

Joseph Lavi
Lavi & Ebrahimian, LLP
Counsel for Plaintiff Mellissa Marie Delgado

Date



Michael J. Nader
Paul M. Smith
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Counsel for Lakin Defendants

1/9/2026
Date



Mollie Burks
Seth Weisburst
Gordon Rees Scully Mansukhani
Counsel for Labor Finders (ELS of
Florida, Inc. and LF Staffing
Services, Inc.)

January 12, 2026
Date

EXHIBIT A

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF PROPOSED CLASS AND PAGA ACTION SETTLEMENT**

Mellissa Marie Delgado; Terrance Fletcher v. Lakin Tire West, LLC, et al.

Case No. 24STCV14080

County of Los Angeles – Central District

Consolidated Amended Complaint

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued. However, your legal rights are affected by this settlement. Please read this notice carefully.

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

To: **Class Members**: All current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time from June 6, 2020 through August 23, 2025, as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during that period, including all current and former employees who were placed with Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. by ELS of Florida Inc. (dba Labor Finders) and/or LF Staffing Services, Inc. (dba Labor Finders).

PAGA Members: All current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time from October 30, 2022 through August 23, 2025, as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during that period, including all current and former employees who were placed with Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. by ELS of Florida Inc. (dba Labor Finders) and/or LF Staffing Services, Inc. (dba Labor Finders).

A putative class action and representative action under the California Private Attorneys General Act of 2004 (“PAGA”), which was brought on behalf of the Class and PAGA Members (defined above) against Lakin Tire West, LLC; Lakin Tire West, Inc.; ELS of Florida, Inc. (dba Labor Finders); and LF Staffing Services, Inc. (dba Labor Finders) (collectively, “Defendants”) has been settled for \$1,500,000. As explained in this Notice, if the Court approves this Class and PAGA Settlement then you may receive payments under this Settlement.

If you are a Class Member and/or a PAGA Member, you are eligible for payment from the Settlement described in this Notice without the need to return a claim form.

PLEASE READ THIS NOTICE CAREFULLY.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE YOUR SETTLEMENT CHECK	If you want to participate and receive your share of the money from the Class and PAGA settlement, you do not need to do anything . If you do nothing, you will be mailed a settlement payment and you will release certain claims. Please keep your address current with the Administrator to ensure receipt of your check.

EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT AND <u>NOT</u> RECEIVE A CLASS SETTLEMENT CHECK	If you ask to be excluded from the Class portion of the settlement and money is later awarded to the Class, then you will not receive any share from the class settlement money. But if you exclude yourself, you keep any rights as an individual to sue Defendants separately about the same legal claims that are being settled here. You may exclude yourself from the Class settlement by submitting a written Request for Exclusion according to the instructions contained in this Notice. The deadline to submit a Request for Exclusion is [DATE – 45 calendar days from date of mailing]. If you are a PAGA Member, even if you exclude yourself from the class action, you will still receive a portion of the PAGA settlement money and be bound by the release of PAGA claims.
OBJECT	You may object to the Settlement if you think the Settlement is not fair by sending your written objection to the Administrator, postmarked by [DATE – 45 calendar days from date of mailing], and, if you wish, appearing at the Final Approval Hearing. Only Class Members who do not opt out may object. If you submit a Request for Exclusion from the Settlement, you cannot also object to it.

- **Your rights and options – and the deadlines to exercise them – are explained in this Notice.**
- **Defendants support the settlement and will not retaliate in any manner against any Class Member for any reason, including whether they decide to remain in the Class and receive a settlement payment, or choose another option provided in this Notice.**

ADDITIONAL INFORMATION

1. **Why am I getting this Notice?**

You are receiving this Notice because records show you worked in an hourly, non-exempt position for Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California (including if you were placed by a third-party staffing agency, including ELS of Florida Inc. (dba Labor Finders), LF Staffing Services, Inc. (dba Labor Finders)) during the applicable period(s). This Notice explains your rights and options under a proposed settlement of a class action and PAGA lawsuit about wage-and-hour claims. The Court has not decided who is right.

2. **What is the Lawsuit about?**

The lawsuit and PAGA notices allege wage-and-hour violations, including alleged failures to pay minimum and overtime wages, provide meal and rest periods, provide accurate itemized wage statements, timely pay all wages during employment and at separation, maintain records, and related unfair competition claims. Defendants deny all allegations and liability. The parties have agreed to settle to avoid the cost and risk of further litigation.

3. **What is a class action?**

In a class action, a plaintiff (here, Plaintiffs Terrance Fletcher and Mellissa Marie Delgado) sues on behalf of others (the “Class”) who may have similar claims.

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4. **Who is included in the Settlement?**

- **Class Members:** All current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time from June 6, 2020 through August 23, 2025 (“Class Settlement Period”), as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during that period, including those placed by ELS of Florida Inc. (dba Labor Finders) and/or LF Staffing Services, Inc. (dba Labor Finders).
- **PAGA Members:** All current and former hourly, non-exempt employees who worked as direct employees for Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time from October 30, 2022 through August 23, 2025 (“PAGA Settlement Period”), as well as temporary employees employed through temporary employment agencies who were placed to work at Defendants Lakin Tire West, LLC and/or Lakin Tire West, Inc. in California at any time during that period, including those placed by ELS of Florida Inc. (dba Labor Finders) and/or LF Staffing Services, Inc. (dba Labor Finders).

5. **What does the settlement provide?**

- Total Settlement Amount: \$1,500,000 (non-reversionary).
- Defendants will also pay the employers’ share of payroll taxes on the wage portion of class payments separately from, and in addition to, the \$1,500,000.
- Deductions to be requested from the Court:
 - Attorneys’ fees up to 35% of the total settlement (\$525,000) plus reimbursement of reasonable litigation costs and expenses not to exceed \$35,000;
 - Service awards of \$10,000 each to Plaintiffs Fletcher and Delgado (total \$20,000);
 - Settlement administration expenses not to exceed \$12,200; and
 - PAGA allocation of \$75,000, of which 75% (\$56,250) will be paid to the California Labor & Workforce Development Agency (LWDA) and 25% (\$18,750) will be distributed to PAGA Members.
 - Any Court-approved reduction to fees, costs, administration expenses, or PAGA allocation (to the extent reduced) will increase the amount distributed to Class Members.
 - Net Settlement Amount (NSA): The remainder after the Court-approved deductions will be distributed to Participating Class Members based on the number of workweeks they worked during the Class period.
- **How much will I get?**
 - **Class Payments:** Your share will be proportional to the number of workweeks you worked as reflected in Defendants’ records during June 6, 2020–August 23, 2025.
 - **PAGA Payments:** If you are a PAGA Member, you will also receive a separate PAGA payment based on the number of pay periods you worked during October 30, 2022–August 23, 2025.

- **No claim form is needed.** If you do nothing, you will automatically receive a payment if the settlement is approved.
- Your individual payment will still be calculated by workweeks as described above.
- **Verifying your workweeks/pay periods:** You will have until [DATE – 45 days after mailing] (extended by 14 days if the Notice is re-mailed) to dispute the number of workweeks and/or pay periods stated in your Notice by contacting the Administrator and providing supporting information. The Administrator will make the final determination. Your challenge will not constitute a Request for Exclusion, which would need to be completed separately.

6. How do I get my payment?

If the Court grants final approval and the judgment becomes final, Defendants will fund the settlement within 30 days after the Effective Date, and the Administrator will mail payments within 14 days after funding. Please keep the Administrator updated if you move.

7. What are my options?

1. **Do Nothing and Get Paid:** You will receive your payment and give up certain legal claims as described in Section 8 below.
2. **Ask to be Excluded (Opt Out):** If you do not want to be part of the class settlement, send a signed letter with your name, current mailing address, phone number, the last four digits of your Social Security number, and the case name and number, stating that you want to be excluded from the class settlement, to the Administrator at the address in Section 13 below. Your request must be postmarked by [DATE – 45 days after mailing]. If you opt out, you will not receive a class settlement payment, but you keep your right to sue the Defendants on your own for the class claims. Note: Even if you opt out, if you are a PAGA Member, you will still receive a PAGA payment and release PAGA claims.
3. **Object:** If you do not opt out, you may object to the class settlement terms, attorneys' fees/costs, and/or service awards. To object, send a written statement to the Administrator explaining your reasons, including your name, current mailing address, phone number, last four digits of your Social Security number, and the case name and number, including your grounds for the objection, to the Administrator at the address in Section 13 below. Your objection must be postmarked by [DATE – 45 days after mailing]. You may also appear at the Final Approval Hearing to state your objections. Non-Participating Class Members (those who opt out) may not object.

8. What am I giving up if I Participate?

If you do not opt out, all participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims and/or causes of action that were or could have been alleged based on the facts and allegations in the Consolidated Amended Complaint during the Class Settlement Period, including, without limitation, claims based on the failure to pay wages for all hours worked at minimum wage; the failure to pay overtime wages for daily overtime worked; the failure to authorize or permit meal periods; the failure to authorize or permit rest periods; the failure to provide complete and accurate wage statements; the failure to timely pay all earned wages and final paychecks due at time of separation of employment; and unfair business practices, and claimed violation(s) of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, as well as violations of the applicable

Industrial Welfare Commission Wage Orders (including but not limited to Wage Order No. 4), and the California Business and Professions Code sections 17200 *et seq.*

If you are a PAGA Member, you will also release the Released Parties from all claims for PAGA civil penalties that were or could have been alleged based on the facts and allegations in the LWDA Letters and Consolidated Amended Complaint during the PAGA Settlement Period, including, without limitation, claims based on the failure to pay for all time worked at correct rates of pay, including minimum wages, straight time wages, and overtime compensation; the failure to provide meal periods and pay meal period premiums; the failure to authorize and permit rest periods and pay rest period premiums; the failure to timely pay wages during employment; the failure to provide accurate itemized wage statements; the failure to maintain accurate records; the failure to reimburse necessary expenditures; and the failure to timely pay all wages upon termination of employment; and claimed violation(s) of California Labor Code sections 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders (including but not limited to Wage Order No. 4), as well as any and all other Labor Code violations as permitted by PAGA based on the allegations.

Released Parties means Defendants and their past, present, and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, parent companies, subsidiaries, affiliates, successors, and assigns.

9. How will payments be taxed?

- Class Action payments:
 - 20% of your class settlement payment will be treated as wages. Defendants will separately pay the employers' share of payroll taxes on the wage portion.
 - 80% of your class settlement payment will be treated as penalties and/or interest (reported on a 1099 if required).
- PAGA payments are treated as 100% penalties (reported on a 1099 if required).
- You are responsible for any taxes due. Please consult a tax advisor if you have questions.

10. What if my address changes, or I lose my check?

Promptly contact the Administrator to update your address or request a replacement check before the void date on the check.

11. What happens to uncashed checks?

If you do not cash your check within 180 days, the money will be sent to The Justice Gap Fund maintained by The State Bar of California.

12. Who are the lawyers for the class?

Class Counsel:

Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Lavi & Ebrahimian, LLP
8889 West Olympic Blvd., Suite 200
Beverly Hills, California 90211
Tel: (310) 432-0000 / Fax: (310) 432-0001

You may contact Class Counsel with questions or for more information.

13. Where can I get more information?

- Visit the settlement website: [Insert Website Address] for copies of the Notice, settlement agreement, key deadlines, court orders, and other important documents.
- To access the case docket, visit the following website: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>. Once on the webpage, you will be prompted to enter the case number listed above. After entering the case number, click the “Search” button. You will then be directed to the case docket, where all publicly available information related to this case may be reviewed.
- Contact the Administrator: [Insert Name, Address, Phone Number, Email]

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

14. When is the final approval hearing?

The Court will hold a hearing to decide whether to approve the settlement on [DATE], at [TIME], at the Superior Court of California, County of Los Angeles, 312 North Spring Street, in Department 7. The date may change. Please check the settlement website for updates.

You do not have to attend the hearing. If you submitted a timely objection, the Court will consider it. You may attend at your own expense if you wish.

15. How will I know if the settlement is approved?

If the Court approves the settlement and there are no appeals, Defendants will fund the settlement within 30 days after the Effective Date (the date the judgment becomes final), and the Administrator will mail payments within 14 days after funding. Updates will be posted on the settlement website.

16. Summary of Key Deadlines

- Deadline to opt out, object, and/or dispute workweeks/pay periods: [DATE – 45 days after mailing] (extended by 14 days if this Notice is re-mailed to you)
- Final approval hearing: [DATE/TIME]
- Check the settlement website for updates and more information.

This Notice summarizes the proposed settlement. For the full terms, see the settlement agreement at [Insert Website Address], contact Class Counsel, or contact the Administrator as described above.

Defendants deny all allegations, the settlement is a compromise of disputed claims, and no part of this settlement constitutes an admission of liability.

EXHIBIT 6



Thank you for your Proposed Settlement Submission

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

Date Mon 3/23/2026 2:30 PM

To Ana Turcios <aturcios@blackstonepc.com>

[External Email].

03/23/2026 02:30:30 PM

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

Item submitted: Proposed Settlement

On 03/23/2026 02:30:30 PM your Proposed Settlement was successfully processed for case number LWDA-CM-975245-23

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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