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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

EDWARD R. JUAREZ, as an individual and
on behalf of all other aggrieved employees,

Plaintiff,
vs.

FAIRWAY STAFFING SERVICES; C.H.
ROBINSON COMPANY, LLC; and DOES
1 to 100, inclusive,

Defendants.

Case No. CIVSB2321349

Consolidated with Case No. CIVSB2330739

[Assigned to the Hon. Corey G. Lee, Dept. S37]

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

Date: February 19, 2026

Time: 8:30 a.m.

Dept.: S37

Complaint Filed: November 21, 2023

Trial Date: None Set

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I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff R. Juarez ("Plaintiff") and the Aggrieved Employees in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in that state. I have personal knowledge of the facts stated in this declaration and could testify to them if called upon to do so.

2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk at Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein & Marias, I assisted trial attorneys in employment and personal injury cases. From September 2011 to September 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused on representing employees in wage and hour class actions. My work at Mahoney Law Group, APC also included representing employees in individual claims for wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I performed at Mahoney Law Group, APC included: conducting client intakes performing pre-discovery research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and responding to depositions, analyzing payroll and timekeeping records and employee handbooks, drafting motions for summary judgment, as well as a variety of other motions such as motions to compel, demurrers and motions to dismiss, motions to strike, motions to compel, motions to dismiss, and motions for class certification, drafting mediation briefs, attending mediations, drafting long-form settlement agreements, drafting motions for preliminary and final settlement approval, and overseeing the notice process.

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, where, in 2020, I became a Partner. I am currently responsible for managing over fifty (50) wage and hour class and representative PAGA actions in both state and federal court.

1 4. The following is a non-exhaustive list of wage and hour class actions in which I
2 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
3 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
4 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
5 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
6 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
7 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
8 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
9 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
10 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
11 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
12 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
13 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
14 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
15 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
16 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
17 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
18 on behalf of home health care employees involving claims for unpaid wages and other claims, in
19 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
20 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
21 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
22 of construction workers involving claims for unpaid wages, meal and rest period violation, and
23 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
24 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
25 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
26 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
27 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
28 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior

1 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of
2 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
3 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
4 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
5 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
6 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
7 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
8 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
9 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
10 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
11 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
12 Highberger presiding (granting final approval of settlement involving claims for wage statement
13 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
14 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
15 presiding (granting final approval of settlement on behalf of direct support professionals involving
16 claims for unpaid wages, meal and rest period violations, wage statement violations, and other
17 claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior Court,
18 Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement on
19 behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval v.*
20 *AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
21 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
22 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
23 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
24 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
25 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
26 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
27 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
28 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of

1 settlement involving claims for unpaid overtime and minimum wages, rest period violations, wage
2 statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No.
3 CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding
4 (granting final approval of settlement on behalf of non-exempt manufacturing employees
5 involving claims for unpaid minimum and overtime wages, meal and rest period violations, and
6 other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los
7 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
8 of non-exempt direct support professionals involving claims for meal and rest period violations
9 and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court,
10 Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on
11 behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages,
12 meal and rest period violations, failure to reimburse for necessary expenditures, and other claims);
13 *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County,
14 Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt
15 manufacturing employees involving claims for unpaid wages, meal and rest period violations, and
16 other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-
17 CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting
18 final approval of settlement on behalf of non-exempt employees involving claims for unpaid
19 overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST*
20 *Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-
21 OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting
22 final approval of settlement on behalf of non-exempt garment employees involving claims for
23 unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v.*
24 *Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior
25 Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement
26 on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and
27 overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v.*
28 *Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge

1 Amy D. Hogue presiding (granting final approval of settlement on behalf of non-exempt
2 commissioned salespersons and other employees involving claims for unpaid wages, meal and
3 rest period violations, unreimbursed business expenses, and other claims); and *Matthew Tovar, et*
4 *al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior Court, Los Angeles
5 County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of
6 non-exempt employees involving claims for unpaid overtime, meal and rest break violations, and
7 other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No. CGC-18-566393, California
8 Superior Court, San Francisco County, Judge Ethan P. Schulman presiding (granting final
9 approval of settlement on behalf of sales development representatives involving claims for unpaid
10 overtime, meal and rest period violations, and penalty claims); *Tracy Aguilar, et al. v. Aero Port*
11 *Services, Inc.*, Case No. BC659234, California Superior Court, Los Angeles County, Judge
12 Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt
13 employees involving claims for meal and rest period violations, and other claims); *Carlos Perez,*
14 *et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California Superior Court,
15 Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of settlement on
16 behalf of non-exempt commissioned salespersons involving claims for unpaid wages, meal and
17 rest period violations, other claims); and *Julio Alfaro v. Orange Automotive d/b/a Kia of Orange,*
18 Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange County, Judge
19 Randall J. Sherman presiding (granting final approval settlement on behalf of non-exempt
20 commissioned employees involving claims for unpaid wages, meal and rest period violations,
21 unreimbursed business expenses, and penalty claims).

22 5. I have also moved to certify and have received an order certifying a class action in
23 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
24 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
25 classes of employees for rest period violations, wage statement violations, meal period violations,
26 and overtime and double-time violations); *Vazquez v. Kraft Heinz Foods Company*, Case No. 16-
27 CV-02749-WQH (BLM), United States District Court, Southern District of California, Honorable
28 William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes, wage

statement class, and waiting time penalty class); *McDonald, et al. v. Sierra Pacific Industries*, Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); and *Rosales v. Laclede, Inc.*, Case No. 20STCV01184, Los Angeles Superior Court, Hon. Stuart M. Rice, presiding (certifying three classes for meal period violations, unpaid wages, and waiting time penalties).

6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

7. As counsel for Plaintiff and the Aggrieved Employees in this case, I have been intimately involved in every aspect of this case, and I believe the proposed Settlement is a favorable result for the Aggrieved Employees and the State of California.

8. Defendant C.H. Robinson Company, LLC (“C.H. Robinson”) is a third-party logistics and supply chain management company that provides freight transportation, warehousing, and related logistics services to businesses across various industries. Defendant Fairway Staffing Services (“Fairway”) is an external staffing company that provides temporary, temp-to-hire, and direct hire staffing solutions across a range of industries.

9. On September 7, 2023, Plaintiff sent his PAGA notice letter to the California Labor & Workforce Development Agency (“LWDA”). Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff’s letter to the LWDA. On November 21, 2023, after exhausting his pre-filing PAGA requirements under Labor Code § 2699.3(a)(2)(A), Plaintiff filed a Representative Action Complaint (the “Action”) in this Court, alleging a single cause of action for civil penalties under the PAGA.

10. On January 14, 2025, the Parties participated in mediation with Gig Kyriacou, Esq., a well-respected wage and hour mediator, in an effort to resolve Plaintiff’s PAGA claims. Prior to mediation, Fairway and C.H. Robinson provided PAGA counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees in order for PAGA Counsel to

1 review the allegations and value the claims prior to mediation. Specifically, Fairway and C.H.
2 Robinson provided the number of Aggrieved Employees and the number of aggregate PAGA pay
3 periods worked during the PAGA Period, its relevant wage and hour policies/procedures, as well
4 as timekeeping and payroll records for Aggrieved Employees. Plaintiff's counsel performed
5 extensive analysis of data and information produced by Fairway and C.H. Robinson, both
6 formally and informally, used this analysis to evaluate Plaintiff's claims, and drafted a
7 comprehensive mediation brief. I attended a full-day mediation, and expended significant effort
8 in preparing settlement documents, this Motion and supporting documents, and will oversee the
9 settlement administration process

10 11. During mediation, the Parties vigorously debated Plaintiff's ability to proceed on
11 a representative basis, the legal basis for Plaintiff's claims and Fairway and C.H. Robinson's
12 defenses, the potential amount of penalties, and the Parties' data analyses and conclusions based
13 thereon. With the assistance of Mr. Kyriacou, the Parties agreed to fully and finally resolve
14 Plaintiff's PAGA claims. Over the following months, the Parties negotiated and finalized the
15 Settlement now before the Court.

16 12. A true and correct copy of the fully-executed PAGA Settlement Agreement
17 ("Settlement Agreement") is attached hereto as **Exhibit 1**. The proposed Explanatory Letter to be
18 mailed to Aggrieved Employees with their settlement payments is attached as **Exhibit A** to the
19 Settlement Agreement. The Settlement provides for a non-reversionary Maximum Settlement
20 Amount of \$180,000.00. C.H. Robinson shall be responsible for paying a total of One Hundred
21 Five Thousand Dollars and Zero Cents (\$105,000.00) and Fairway shall be responsible for paying
22 a total of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00). After deducting amounts
23 for requested attorneys' fees (\$60,000.00), litigation costs (\$18,987.58), Enhancement Payment
24 (\$5,000.00), and settlement administration costs (\$4,500.00), the Settlement provides for a Net
25 Settlement Amount of approximately \$91,512.42, with \$68,634.32 paid to the LWDA and
26 \$22,878.10 distributed to the Aggrieved Employees. There are approximately 117 Aggrieved
27 Employees, resulting in average payments of approximately \$195.54 to each Aggrieved
28 Employee.

1 13. Although Plaintiff steadfastly maintains his claims are meritorious, Plaintiff
2 acknowledges that there are substantial risks and uncertainty in proceeding to trial. For example,
3 Plaintiff alleges that Fairway and C.H. failed to pay him and other Aggrieved Employees for all
4 hours worked, including (but not limited to) by requiring and/or permitting employees to work
5 while off-the-clock, including during pre-shift COVID symptom checks. Plaintiff alleges that this
6 failure resulted in him and other Aggrieved Employees not being paid all required minimum and
7 overtime wages. Fairway and C.H. Robinson counter that their timekeeping policies/practices
8 complied with California law and that it has always properly compensated Aggrieved Employees
9 for all hours worked throughout the PAGA Period. Fairway and C.H. Robinson further argue no
10 pre-shift or post-shift work was actually being performed, and therefore, employees were paid for
11 all hours actually worked. Finally, Fairway and C.H. Robinson also assert that Plaintiff's
12 timekeeping claims are not suited for representative treatment, as its timekeeping
13 policies/practices are compliant and individualized inquiries would be necessary as to whether
14 employees in fact were actually working when they were not clocked in.

15 14. With respect to Plaintiff's meal period claims, Plaintiff alleges that he and other
16 Aggrieved Employees were often provided with late, short, and/or interrupted meal periods due
17 to the nature of their work and low staffing levels. Specifically, Plaintiff alleges, he and other
18 Aggrieved Employees were routinely interrupted during their off-duty meal periods and required
19 to emergent work issues during their off-duty meal periods. Plaintiff also alleges that work
20 demands also frequently kept him and other Aggrieved Employees from commencing their meal
21 periods until after the completion of five hours of work. Fairway and C.H. Robinson counter that
22 it maintained compliant written meal period policies throughout the PAGA Period and provided
23 compliant meal periods in line with those policies. Fairway and C.H. Robinson specifically argue
24 that its timekeeping records show a high percentage of compliant meal periods. Fairway and C.H.
25 Robinson further contend that it has always provided employees with the opportunity to take meal
26 periods and is not required to ensure they are taken. Finally, Fairway and C.H. Robinson maintain
27 Plaintiff's meal period claim is not suited for representative treatment, since individual inquiries
28 would be needed to assess which employees, if any, took non-compliant or missed meal periods,

1 how many meal periods were non-compliant or missed, and the reasons why a particular
2 employee did not take a meal period on a particular shift.

3 15. With respect to Plaintiff's rest period claims, Plaintiff alleges that he and
4 Aggrieved Employees were rarely relieved of all duty during their rest periods for the same
5 reasons underlying his meal period claims. Furthermore, Plaintiff alleges that Fairway and C.H.
6 Robinson unlawfully required Aggrieved Employees to remain on company premises during off-
7 duty rest periods. Fairway and C.H. Robinson contends that it has maintained and enforced
8 compliant written rest period policies throughout the PAGA Period and has always authorized
9 and permitted employees a 10-minute rest period for each four (4) hours worked, or major fraction
10 thereof, as required under the Wage Order, and that any failure to take rest periods was a result
11 of employee choice rather than any Fairway and C.H. Robinson's policy and/or practice. Fairway
12 and C.H. Robinson further argue that Plaintiff's rest period claim is not amenable to representative
13 treatment, since individual inquiries would be required to determine which employees failed to
14 take rest periods, how many rest periods they failed to take, and the reasons why each employee
15 failed to take rest period(s) on a particular shift. These manageability concerns are especially
16 present with respect to rest period claims, Fairway and C.H. Robinson argues, given that rest
17 periods are not, and need not, be recorded.

18 16. As a result of Fairway and C.H. Robinson's alleged failure to pay all wages and
19 all meal and rest period premiums, Plaintiff alleges derivative PAGA claims for failure to issue
20 accurate and itemized wage statements and failure to pay all wages owed at separation of
21 employment. In response, Fairway and C.H. Robinson argue that Plaintiff's underlying claims
22 will fail and, as a result, the derivative claims will also fail. Fairway and C.H. Robinson argue
23 that any alleged wage statement violations were not "knowing and intentional," and Plaintiff
24 cannot show that he or other employees "suffer[ed] injury" due to the alleged wage statement
25 violations, as required by Labor Code § 226(e) for the imposition of penalties. Further, Fairway
26 and C.H. Robinson contend its wage statements always accurately reflected hours worked and
27 amounts paid as well as all other required information, precluding liability for wage statement
28 penalties. Fairway and C.H. Robinson also maintains that any "derivative" PAGA claims for

violations of Labor Code Sections 226 would be entirely duplicative and would be unlikely to be awarded in any significant manner by a Court.

17. Fairway and C.H. Robinson further maintain that even if the Court awarded PAGA penalties for any of the alleged violations, it would substantially reduce the penalties based on the discretionary factors in Labor Code § 2699(e)(2). Indeed, Fairway and C.H. Robinson argue, many courts have reduced PAGA penalties drastically where, as here, the employer presented good-faith defenses and attempted to comply with the law.

18. Based on data provided by Fairway, there were approximately 5,560 Pay Periods worked by the Aggrieved Employees during the PAGA Period. Therefore, assuming that Plaintiff could prove at least one Labor Code violation in every pay period during the PAGA Period, Plaintiff calculated Fairway and C.H. Robinson's maximum PAGA exposure at \$556,000 (5,560 pay periods * \$100 per violation). In light of Fairway and C.H. Robinson's arguments and defenses described above, Plaintiff discounted that figure by 40% for a risk of losing on the merits and/or not recovering a PAGA penalty in each and every pay period, and by an additional 40% for risk of the Court reducing penalties, to arrive at a realistic exposure of approximately \$200,160. In the face of Fairway and C.H. Robinson's defenses on the merits and the Court's discretion to reduce PAGA penalties, Plaintiff felt that the negotiated settlement of \$180,000, which represents approximately 90% of Plaintiff's reasonably forecasted total recovery, was clearly in the best interests of the LWDA and the Aggrieved Employees and was well within the range of reasonableness.

19. The request for administration costs of \$4,500.00 is also fair and reasonable. ILYM Group, Inc. ("ILYM") was selected because it is an experienced settlement administrator and returned a reasonable bid. Moreover, ILYM will perform several important functions that are integral to the implementation of the Settlement. As detailed in the declaration of Anthony Rogers, submitted concurrently with this Motion, ILYM will perform duties in connection with this Settlement that are integral in effectuating the Settlement and the Notice process. Among other things, ILYM will calculate each Individual PAGA Payment, update addresses contained in Fairway and C.H. Robinson's data, format and translate the Explanatory Letter, and otherwise

1 prepare it for mailing, mail the Explanatory Letter to the Aggrieved Employees, keep the Parties
2 informed of the status of the mailing, and otherwise administer the Settlement. Its requested fee
3 is therefore reasonable and should be approved.

4 20. My office is requesting attorneys' fees of one-third of the Maximum Settlement
5 Amount (i.e., \$60,000.00). My office has spent considerable time prosecuting this matter,
6 including performing an extensive analysis and extrapolation of the data and information
7 produced by Fairway and C.H. Robinson, using this analysis to evaluate Plaintiff's claims, and
8 drafting a comprehensive mediation brief. My office also attended a full-day mediation, and
9 expended significant effort in preparing settlement documents, this Motion and supporting
10 documents, and will oversee the settlement administration process. Based on my experience in
11 similar wage and hour class and representative PAGA actions in California state courts, fee
12 awards in matters such as this one generally equal about one-third of the gross recovery. In
13 addition, and as explained below and in the accompanying Motion, the requested fee is fair
14 compensation for undertaking complex, risky, expensive, and time-consuming litigation on a
15 purely contingent basis. Given the considerable potential for adverse outcomes in this case,
16 including but not limited to, losing on merits issues, the contingent risk borne by my office in this
17 case was great. Moreover, as discussed below, counsel has advanced \$18,987.58 in litigation costs
18 on a contingency basis, which also carried risk because my office would not recoup its costs in
19 the event Plaintiff did not prevail in this lawsuit. This case also involved nuanced legal issues,
20 including the legality of Fairway and C.H. Robinson's timekeeping practices and obligations to
21 "provide" meal periods and "authorize and permit" rest periods, as well as the availability and
22 amount of PAGA civil penalties for the alleged Labor Code violations. Fairway and C.H.
23 Robinson were each also represented by experienced wage-and-hour litigation counsel. Thus, the
24 requested fee award is fair, reasonable and adequate and should be approved.

25 21. Since undertaking representation of Plaintiff, my office has dedicated substantial
26 resources to this litigation without receiving any compensation to date. Plaintiff was previously
27 represented by Lavi & Ebrahimian, LLP, who filed this action on behalf of Plaintiff. As addressed
28 in the concurrently filed declaration of Malcolm Clayton, Lavi & Ebrahimian, LLP incurred

1 \$4,043.45 in litigation costs in this matter. Since overtaking this action, my office has incurred
2 \$14,944.13 in costs, including an anticipated \$80.55 cost for the filing and service of this instant
3 motion. A detailed line-item report of the costs incurred by my office in connection with this case
4 is attached hereto as **Exhibit 3**. In total, Plaintiff is requesting reimbursement of \$18,987.58 in
5 total costs. These costs include filing fees, copying costs, mediation fees, and other expenses that
6 were all reasonably incurred and were necessary to further the prosecution of this case on behalf
7 of the State of California and the Aggrieved Employees.

8 22. In this case, my office has a lodestar of approximately \$101,170 without the use
9 of any multiplier, resulting in a *negative* multiplier compared to the \$60,000.00 fee request. Below
10 is a general summary showing the number of hours of work performed by each attorney and
11 paralegal in my firm on this case.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$925	6.8	\$6,290.00
Sean M. Blakely (16th Year Attorney)	\$825	67.8	\$55,935.00
Joel M. Gordon (10th Year Attorney)	\$725	36.2	\$26,245.00
Liam A. Hall (1st Year Attorney)	\$400	28.6	\$11,440.00
Firm Paralegals	\$175	7.2	\$1,260.00
Total Lodestar			\$101,170.00

19 23. Plaintiff's counsel submits that the billing rates used are reasonable in view of the
20 market rates and the rates at which Plaintiff's counsel has been approved at in other courts. My
21 firm works exclusively on a contingency fee basis. Mr. Haines' proposed hourly rate of \$925, my
22 proposed hourly rate of \$825, Mr. Gordon's proposed hourly rate of \$725, Mr. Hall's proposed
23 hourly rate of \$400, and the paralegal rate of \$175 are reasonable in light of our respective skills,
24 wage and hour class action litigation experience, reputation, and fee awards to other attorneys of
25 similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey*
26 Matrix, a true and correct copy of which is attached hereto as **Exhibit 4**.

27 24. I believe the requested \$5,000 enhancement payment to Plaintiff is reasonable
28 given Plaintiff's efforts in this case and the risks he undertook on behalf of Aggrieved Employees

1 and the State of California. Plaintiff provided substantial factual information and documents to
2 counsel, assisted in identifying potential witnesses, and participated in numerous discussions with
3 Plaintiff's counsel regarding the case. Accordingly, I believe Plaintiff's requested enhancement
4 payment is reasonable and should be approved.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct. Executed on October 17, 2025, at El Segundo, California.

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EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiff Edward Juarez (“Plaintiff”), acting in a private attorney general capacity on behalf of the California Labor and Workforce Development Agency (“LWDA”), and Defendants Fairway Staffing Services and C.H. Robinson Company, LLC (collectively referred to as “Defendants” and with Plaintiff and Defendants collectively referred to as the “Parties”).

I. DEFINITIONS

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

1. “Action” means the matter titled *Edward Juarez v. Fairway Staffing Services, et al.*, San Bernardino Superior Court, Case No. CIVSB2330739, and as set forth in Plaintiff’s correspondence to the LWDA (“LWDA Letter”) dated September 7, 2023.

2. “Aggrieved Employees” consist of all non-exempt employees of Defendant Fairway Staffing Services who were placed to work at Defendant C.H. Robinson Company, LLC in California at any time during the PAGA Period.

3. “Settlement Administrator” means ILYM Group, Inc.

4. “Complaint” means the operative complaint in the Action, which is the PAGA Action filed on November 21, 2023, in San Bernardino Superior Court as Case No. CIVSB2330739.

5. “Court” means the Superior Court of California for the County of San Bernardino.

6. “Individual Settlement Awards” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

7. “LWDA” means the California Labor and Workforce Development Agency.

8. “Maximum Settlement Amount” is the non-reversionary sum of One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00), which represents the total amount payable under this Settlement Agreement by Defendants (subject to the Escalator Clause described below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of PAGA Counsel’s fees and costs, payment of Plaintiff’s enhancement payment, and payment to the Settlement Administrator for administration costs. Defendant C.H. Robinson Company, LLC shall be responsible for paying a total of One Hundred Five Thousand Dollars and Zero Cents (\$105,000.00) and Defendant Fairway Staffing Services shall be responsible for paying a total of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00).

9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Maximum Settlement Amount: (a) PAGA Counsel’s fees up to one-third of the Maximum Settlement Amount; (b) Plaintiff’s litigation costs up to \$30,000.00; (c) Plaintiff’s enhancement payment up to \$5,000.00; and (d) settlement administration costs up to \$4,500.00.

10. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. "PAGA Counsel" means Paul K. Haines, Sean M. Blakely, and Joel M. Gordon of Haines Law Group, APC.

12. "PAGA Period" means the time period from September 7, 2022 through March 14, 2025.

13. "Released Claims" to be released by the Aggrieved Employees include any and all claims during the PAGA Period arising out of the claims expressly pleaded in the Complaint, Plaintiff's September 7, 2023 LWDA Letter, and all other claims that could have been pleaded in the Complaint based on the facts alleged in Plaintiff's September 7, 2023 LWDA Letter.

14. "Released Parties" as referenced herein and as released in this Settlement are Defendants, each of their respective present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and each of their present and former shareholders, officers, directors, employees, agents, attorneys, insurers, reinsurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims.

II. RECITALS

1. Plaintiff performed work for Defendants as a non-exempt employee in California during the PAGA Period and is therefore an Aggrieved Employee.

2. On September 7, 2023, Plaintiff provided written notice to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of various Labor Code sections and his intent to file a civil lawsuit under the PAGA. On September 7, 2023, Plaintiff also filed a class action in San Bernardino Superior Court, Case No. CIVSB2321349, wherein the class claims were dismissed pursuant to the Parties' stipulation, and Plaintiff's individual claims remained stayed (the "Class Action"). On November 21, 2023, after exhausting his administrative requirements for bringing a claim under the PAGA, Plaintiff filed the Complaint in San Bernardino County Superior Court, asserting one cause of action for civil penalties under the PAGA.

4. In response to PAGA Counsel's informal discovery requests made pursuant to mediation, Defendants provided PAGA Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees in order for PAGA Counsel to investigate Plaintiff's allegations and value the claims prior to mediation.

5. On January 14, 2025, the Parties participated in mediation before mediator Gig Kyriacou, Esq. With the assistance of Mr. Kyriacou, the Parties agreed to fully and finally resolve Plaintiff's PAGA claims.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit, or an admission by Defendants that Plaintiff's claims do have merit, or of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees or any other person. In particular, but without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed as an admission that Defendants violated any obligations under the California Labor Code, applicable Industrial Welfare Commission Wage Orders, or Business and Professions Code, or of liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever. Defendants specifically disclaim and deny any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Maximum Settlement Amount.** Defendants shall pay One Hundred Eighty Thousand Dollars and Zero Cents (\$180,000.00) as the non-reversionary Maximum Settlement Amount. Defendants will not pay more than the Maximum Settlement Amount (subject to the Escalator Clause below). Defendant C.H. Robinson Company, LLC shall be responsible for paying a total of One Hundred Five Thousand Dollars and Zero Cents (\$105,000.00), and shall do so within sixty (60) days of the Court's order granting settlement approval. Defendant Fairway Staffing Services shall be responsible for paying a total of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00). Defendant Fairway Staffing Services shall issue its portion of the settlement amount in two payments: the first payment to be made within thirty (30) days of the Court's order granting settlement approval, and the second payment to be made within (60) days after the first payment.

The Maximum Settlement Amount shall be used to pay: (1) Amounts distributable to the LWDA and Aggrieved Employees; (2) PAGA Counsel's fees and litigation costs; (3) Plaintiff's enhancement payment; and (4) Settlement administration costs.

3. **Escalator Clause.** The Settlement and Maximum Settlement Amount is based on Defendants' representation that there were 5,560 pay periods worked by Aggrieved Employees during the PAGA Period. If the number of pay periods in the PAGA Period exceeds the representations made by Defendants by more than 10% (i.e., if there are more than 6,116 pay periods in the PAGA Period), Defendants shall increase the Maximum Settlement Amount proportionately above the 6,116 pay period threshold (e.g., if the number of pay periods is 12% more than 5,560, then Defendants shall increase the Maximum Settlement Amount by 2%).

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Maximum Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **PAGA Counsel's Fees and Costs.** Defendants will not oppose Plaintiff's request for attorneys' fees in the amount up to one third of the Maximum Settlement Amount (currently estimated to be \$60,000.00), subject to approval of the Court, and costs up to \$30,000.00 incurred in prosecuting this Action. In the event the Court approves less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). Defendants, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to PAGA Counsel.

b. Plaintiff's Enhancement Payment. For the purposes of this Settlement only, the Parties agree to the designation of Plaintiff as the PAGA representative. As the PAGA representative, Plaintiff shall request a Payment of \$5,000.00, subject to approval by the Court, as a part of, and to be deducted from, the Maximum Settlement Amount for his service to the State of California and the Aggrieved Employees in prosecuting the PAGA Action. IRS Forms 1099 shall be issued for the enhancement award. Any portion of the proposed enhancement not awarded by the Court to the PAGA Representative shall be added to the Net Settlement Amount.

c. Administration Costs. Defendants will not oppose the Settlement Administrator's costs in the amount up to \$4,500.00 for administering the settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator. If the Settlement Administrator's costs exceed \$4,500.00, then such excess will be paid solely from the Maximum Settlement Amount and Defendants will not be responsible for paying any additional funds in order to pay these additional costs.

5. Allocation of Net Settlement Amount. One hundred percent (100%) of the Net Settlement Amount shall be designated as "civil penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees pro rata, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

a. The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Maximum Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate in good faith in an effort to obtain approval of the Settlement.

6. Released Claims. Plaintiff agrees that upon entry of an Order approving the Settlement and judgment entered thereon, and upon the Settlement being fully funded, Plaintiff and the State of California will release the Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the settlement and judgment entered thereon and the Settlement being fully funded, Plaintiff and the State of California will be forever barred from pursuing any and all of the Released Claims that arose during the PAGA Period against the Released Parties. The Parties understand and agree that provision is not intended in any way to expand or limit the *res judicata* impact of the Settlement in claims brought by other Aggrieved Employee under PAGA, wherein the State of California is the real party in interest.

7. Covenants and Representations by Plaintiff and PAGA Counsel.

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

8. **Confidentiality.** Except as provided below to the extent necessary to effectuate the settlement or as required by court or legal process, Plaintiff and PAGA Counsel will keep all terms of this settlement confidential and will not make any public disclosure or media postings of the Actions or this Settlement Agreement except for what is necessary to obtain approval of this Settlement from the Court. If comment or information is requested by the media, Plaintiff and PAGA Counsel will provide no information other than to direct the media to the public records of the action on file with the Court. PAGA Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against public disclosure and media comment on the Settlement and its terms. PAGA Counsel and Plaintiff agree that this Confidentiality term is a material term and that breach of this provision shall be deemed a material breach of this Settlement. The Parties agree that breach of this term shall cause irreparable harm.

To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq.*, PAGA Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the Parties' seeking Court approval of the Settlement, per Labor Code § 2699(1)(2).

9. **Motion for Approval of PAGA Settlement.** As a condition of settlement, Plaintiff shall be responsible for promptly preparing and filing the Motion for Approval of the PAGA Settlement.

10. **Termination of Settlement Agreement.** Defendants have the right in their sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to the date the Court enters final approval of this Settlement if the Court fails to approve material terms of the settlement, including the scope of the release.

11. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed judgment which enters judgment in the Action in accordance with the terms of the Settlement, retains jurisdiction over the Action under Cal. Code Civ. Proc. § 664.6 for the purpose of enforcing the terms of the Settlement following approval of the Settlement, and enjoins the prosecution of any of the Released Claims against any of the Released Parties upon the judgment being entered and the Settlement being fully funded. This Settlement Agreement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the Released Claims as to Plaintiff and the Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to engage ILYM Group, Inc. to handle the administration of this settlement.

2. **Provision of Information for Aggrieved Employees.** Within thirty (30) business days after entry of an order approving the settlement, Defendants shall provide the Settlement Administrator with information for Aggrieved Employees. Defendants will in good faith compile from their records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, number of pay periods worked during the PAGA Period, and Social Security numbers to the extent available from Defendants' records. Because Social Security numbers are included in the list, the Settlement Administrator will

maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement. Within seven (7) calendar days of receiving the Aggrieved Employees' information from Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Awards to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual Settlement Awards.

3. **Explanatory Letter and Individual Settlement Awards.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within twenty-one (21) calendar days after the Settlement has been fully funded and after receiving approval from PAGA Counsel and Defendants' counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with Individual Settlement Awards to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual Settlement Award along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual Settlement Award shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken. None of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for the purpose of any applicable benefit or retirement plan, unless expressly required by such plans.

Defendants shall be deemed to fully discharge their obligations under this Settlement to Aggrieved Employees to whom a check is mailed, regardless of whether such checks are actually received and/or negotiated by the recipient.

Neither Plaintiff nor Defendants, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other reputable search method using the name, address or Social Security number of the Aggrieved Employee involved, and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed more than 180 days after issuance (collectively, "Uncashed Checks"), shall be sent to the State Controller's Office Unclaimed Property Division in the name of the aggrieved employee.

5. **Distribution of Payments.** Within twenty-one (21) calendar days of the Settlement being fully funded, the Settlement Administrator shall issue payments to (1) Aggrieved Employees; (2) the LWDA; (3) PAGA Counsel for PAGA Counsel's Court-approved attorneys' fees and litigation costs and expenses; (4) Plaintiff for the Court-approved enhancement payment, and (5) the Settlement Administrator for Court-approved Settlement administration costs incurred in connection with the Settlement. Payments made by Defendants pursuant to this Settlement shall be held by the Settlement Administrator in an interest-bearing account until they are disbursed, with any accrued interest inuring to the benefit of the Aggrieved Employees in the form of pro rata increases to Aggrieved Employees' Individual Settlement Awards.

6. **Accounting.** Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the settlement.

7. **Tax Consequences.** Neither Plaintiff nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement. Aggrieved Employees are responsible for correctly characterizing compensation under this Settlement Agreement for tax purposes and paying any taxes owing on said amounts. The Administrator shall issue employees IRS 1099 Forms reflecting payment issued to them under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. Additionally, Plaintiff represents and warrants that he has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

3. **Costs and Fees.** The Parties shall each bear their own costs and attorneys' fees incurred in connection with this Settlement Agreement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in San Bernardino County, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to

this Settlement Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of San Bernardino.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them with respect to the subject matter of this Settlement Agreement, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Action.

6. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions before the Settlement was executed.

7. **Judgment and Continued Jurisdiction.** As noted above, after approval of this settlement, the Court will have continuing jurisdiction under Cal. Code Civ. Proc. § 664.6 for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

8. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest, or by counsel for all Parties.

9. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the mediator (Gig Kyriacou) or the Court to resolve such disagreement.

10. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this

settlement.

12. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

13. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

17. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

18. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

19. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

20. **Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: 09/03/2025, 2025


Edward Juarez (Sep 3, 2025 11:15:42 PDT)
Edward Juarez, Plaintiff

I, Karla Islas, hereby certify that I am fluent in the Spanish language, and that I have translated this Agreement from English to Spanish for Plaintiff Edward Juarez, who has confirmed to me that he fully and completely understands the terms of this Agreement and he signs this Agreement freely and voluntarily without coercion and with approval of counsel.

Dated: 9/24/25


Karla Islas, Interpreter

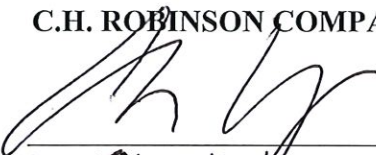
FAIRWAY STAFFING SERVICES

Dated: _____, 2025

By: _____
Its: _____

C.H. ROBINSON COMPANY, LLC

Dated: 9/4/, 2025


By: Chris Ugalt
Its: Deputy General Counsel

20. **Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: _____, 2025

Edward Juarez, Plaintiff

I, _____, hereby certify that I am fluent in the Spanish language, and that I have translated this Agreement from English to Spanish for Plaintiff Edward Juarez, who has confirmed to me that he fully and completely understands the terms of this Agreement and he signs this Agreement freely and voluntarily without coercion and with approval of counsel.

Dated: _____

_____, Interpreter

FAIRWAY STAFFING SERVICES

Dated: Aug 27, 2025

Ramon Gonzalez
By: Ramon Gonzalez
Its: RISK MANAGER

C.H. ROBINSON COMPANY, LLC

Dated: _____, 2025

By:
Its:

APPROVED AS TO FORM:

Dated: September 3, 2025

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Sean M. Blakely
Joel M. Gordon
Attorneys for Plaintiff Edward Juarez

Dated: _____, 2025

BUCHALTER, APC

By: _____
Craig D. Nickerson
Alicia A. Belock
Attorneys for Defendant Fairway Staffing
Services

Dated: September 4, 2025

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

By: 
Jack. S. Sholkoff
Carmen M. Aguado
Attorneys for C.H. Robinson Company, LLC

APPROVED AS TO FORM:

Dated: _____, 2025

HAINES LAW GROUP, APC

By: _____

Paul K. Haines

Sean M. Blakely

Joel M. Gordon

Attorneys for Plaintiff Edward Juarez

Dated: September 4, 2025

BUCHALTER, APC

By: 

Craig D. Nickerson

Alicia A. Belock

Attorneys for Defendant Fairway Staffing
Services

Dated: _____, 2025

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

By: _____

Jack. S. Sholkoff

Carmen M. Aguado

Attorneys for C.H. Robinson Company, LLC

EXHIBIT A

Re: **Edward Juarez v. Fairway Staffing Services, et al.**
Superior Court of California San Bernardino County; Case No. CIVSB2321349

Date: [REDACTED]/[REDACTED]/2025

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of a lawsuit titled *Edward Juarez v. Fairway Staffing Services, et al.*, San Bernardino Superior Court, Case No. CIVSB2321349, pending in the Superior Court of the State of California for the County of San Bernardino (the “Action”).

The Action was filed against Defendants Fairway Staffing Services and C.H. Robinson Company, LLC (“Defendants”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Edward Juarez (“Mr. Juarez”), a former employee of Defendants, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

In the lawsuit, Mr. Juarez claimed that Defendants violated the California Labor Code by failing to pay minimum wages, failing to pay overtime wages, failing to provide compliant meal and/or rest breaks, failing to timely pay earned wages during employment, failing to provide complete and accurate wage statements, and failing to pay employees all wages due at time of termination/resignation. Defendants dispute all of Mr. Juarez’s allegations and deny that they engaged in any of the alleged misconduct. The parties have reached a settlement of Mr. Juarez’s representative PAGA claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Defendants who were allegedly affected by the alleged violations of the Labor Code. In agreeing to enter into this settlement, Defendants do not admit that it is liable in any way to current or former employees for any violations of the California Labor Code, or any penalties, and has denied and disputed all of Mr. Juarez’s contentions. The Court has not decided the merits of Mr. Juarez’s claims or Defendants’ defenses.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. Please note that no deductions/withholdings have been made from your settlement payment, and you will be responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 will issue). If you do not cash your check within 180 days of issuance, the funds will be sent to the State Controller’s Office Unclaimed Property Division in your name. If you are still employed by Defendants, your decision to cash the check will not affect your employment in any way.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims under the PAGA that were alleged in, or could have been alleged based on the facts alleged in, Mr. Juarez’s complaint in the Action, during the time period September 7, 2022 through March 14, 2025 (the “PAGA Period”).

If you have any questions, you can contact ILYM Group, Inc., the Settlement Administrator, at 1-[REDACTED]-[REDACTED].

EXHIBIT 2

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

September 7, 2023

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

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

<u>FAIRWAY STAFFING SERVICES</u> Registered Agent for Process Service c/o Nelson Gonzalez 17777 Center Court Dr N, Suite 150 Cerritos, CA 90703 <u>Certified No.: 7022 3330 0002 1393 6547</u>	<u>FAIRWAY STAFFING SERVICES</u> Attn: Legal Department 19949 Kendall Drive, San Bernardino, CA 92407 <u>Certified No.: 7022 3330 0002 1393 6530</u>
<u>C.H. ROBINSON COMPANY, LLC</u> CA Registered Agent for Process Service c/o CSC - Lawyers Incorporating Service 2710 Gateway Oaks Drive Suite 150N Sacramento, CA 95833 <u>Certified No.: 7022 3330 0002 1393 6523</u>	<u>C.H. ROBINSON COMPANY, LLC</u> Attn: Legal Department 19949 Kendall Drive, San Bernardino, CA 92407 <u>Certified No.: 7022 3330 0002 1393 6516</u>

From: EDWARD R JUAREZ, on behalf of himself and all other current and former aggrieved California-based hourly non-exempt employees of FAIRWAY STAFFING SERVICES; C.H. ROBINSON COMPANY, LLC.

c/o Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Elizabeth L. Harrier, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
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vgranberry@lelawfirm.com
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Our firm has been retained by aggrieved employee EDWARD R JUAREZ concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against his employers, FAIRWAY STAFFING SERVICES; C.H. ROBINSON COMPANY, 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 Employers. 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 EDWARD R JUAREZ ("Employee") was employed by FAIRWAY STAFFING SERVICES; C.H. ROBINSON COMPANY, LLC. ("Defendants" or "Employers") as an hourly non-exempt employee from in or around May 17, 2022, until on or about July 12, 2023.

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

Employee alleges that during his employment, Employers failed to pay him 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 his employment, Employers failed to pay him 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 Employers' policies, practices, and/or procedures including, but not limited to:

- requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to line up and wait to undergo and actually undergo COVID symptom checks, prior to being able to clock in for the start of their shift;
- rounding down" or "shaving down" Employee's and other current and former aggrieved California-based hourly non-exempt employees' total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Employers.

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.

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

2. *Failure to Pay Overtime Wages for Overtime Hours Work*

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

- requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to line up and wait to undergo and actually undergo COVID symptom checks, prior to being able to clock in for the start of their shift;
- “rounding down” or “shaving down” Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ total daily hours at the time of their clock-ins and clock-outs, including clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Employers.

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.

Employers’ 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 Employers 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 Employers 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, Employers failed to pay them at their overtime rate of pay for all the overtime hours they worked.

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

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers’ failure to pay overtime wages for overtime hours worked, Employee will seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such

overtime wages rendered Employee's and other current and former aggrieved, California-based, hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

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

Employee alleges that during his employment, Employers failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employers 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 Employers failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employers' policies, practices, and/or procedures including, but not limited to, the following:

- "rounding down" or "shaving down" Employee's and other current and former aggrieved California-based hourly non-exempt employees' total daily hours at the time of their clock-ins and clock-outs for meal breaks, to the nearest quarter of an hour, to the benefit of Employers.
- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

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

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

Employee alleges that during his employment, Employers 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 9, § 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 Employers 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 employers fail to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 4at § 12.

Employee alleges that Employers failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employers' 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 a third uninterrupted duty-free rest period of no less than ten (10) net minutes on each workday that Employee and other current and former aggrieved California-based hourly non-exempt employees work shifts over ten (10) hours.

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

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

Employee alleges that during his employment, Employers 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 Employers failed to timely pay him 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 Employers failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

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

6. *Failure to Provide Accurate Wage Statements*

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

which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

Employee alleges that as a derivative of Employee’s claims above, Employers 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 Employers’ control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 226.

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

7. Failure to Timely Pay Final Wages

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

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

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

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

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 (“*Huff*”), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA,

to pursue civil penalties against Employers for any and all other Labor Code violations committed by Employers. 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 employers for all other alleged Labor Code violations, even those suffered by other employees of the same employers. 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 Employers.

CONCLUSION

My client intends to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employers’ violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, and the IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employers’ 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

A handwritten signature in black ink, appearing to read "Vincent C. Granberry", written in a cursive style.

Vincent C. Granberry, Esq.

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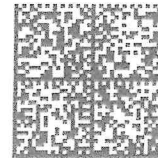
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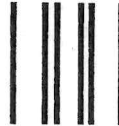
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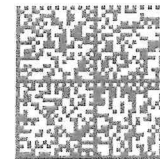


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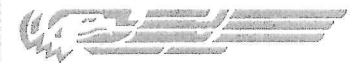
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19949 Kendall Drive,
San Bernardino, CA 92407

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Extra Services & Fees (check box, add fee as appropriate)

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☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

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C.H. ROBINSON COMPANY, LLC
CA Registered Agent for Process Service
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive Suite 150N
Sacramento, CA 95833

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

C.H. ROBINSON COMPANY, LLC
CA Registered Agent for Process Service
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive Suite 150N
Sacramento, CA 95833

7022 3330 0002 1393 6523

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

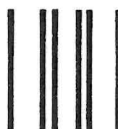
PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

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USPS
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United States
Postal Service

• Sender

LAVI & EBRAHIMIAN, LLP

its box*

8889 W. Olympic Boulevard

Suite 200

Beverly Hills, CA 90211

JLIVGIEH/BC: Suarez V.

Fairway Staffing Services et al
(PACA)

Page Letter

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- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☒ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211

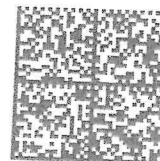
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Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$
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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

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PS Form 3800, April 2015 PSN 7530-02-000-9047

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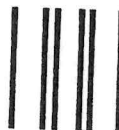
PS Form 3811, July 2020 PSN 7530-02-000-9053

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JL/VG/EH/BC: Juarez v.
fairway staffing services et al
(Paga)
Paga Letter

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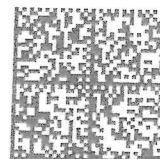


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EXHIBIT 3

September 23, 2025

Edward R. Juarez

Additional Charges :

		<u>Qty/Price</u>	<u>Amount</u>
7/18/2024	IDLC First legal's filing fee for: Sub of attorney "Print in color" Order #: 5811731 Filing - Branch PDF Same Day Base charge + Wait + Fuel charge	1 136.29	136.29
7/31/2024	IDLC FedEx costs for July 2024.	1 26.05	26.05
	ALL Postage for July, 2024.	1 1.38	1.38
	ALL Copying cost for July, 2024.	6 0.25	1.50
8/6/2024	IDLC First legal's filing fee for: SUB OF ATTORNEY Order #: 5834512 Filing - Branch PDF Same Day File/Conform/Return Base charge + Wait + Fuel charge	1 69.14	69.14
8/13/2024	IDLC First legal's filing fee for: JOINT STIP File/Conform/Return "Advance Fees" Order #: 5843372 Filing - Branch PDF Same Day Base charge + Fuel charge + Adv/wit ck + Check charge	1 84.84	84.84
8/19/2024	IDLC San Bernardino county document purchase fee for: stipulation & amp, Order filed. Transaction #: 282503341	1 3.66	3.66
8/21/2024	IDLC Gig Kyriacou mediation fee for January 14, 2025 mediation. Invoice #: 8003553a	1 12,150.00	12,150.00

9/23/2025

			<u>Qty/Price</u>	<u>Amount</u>
8/31/2024	IDLC	FedEx for August 2024.	1 15.20	15.20
	ML	Postage for August, 2024.	1 3.32	3.32
	ML	Copying cost for August, 2024.	24 0.25	6.00
9/30/2024	ML	FedEx for September 2024.	1 15.20	15.20
2/14/2025	ML	First Legal's Filing fee for Joint Notice of Settlement and Stipulation to Continue Case Management Conference; [Proposed] Order Order #: 17110863	1 12.95	12.95
2/25/2025	ML	First legal's Filing fee for Notice of Ruling Electronically Filed Order #: 17124872	1 18.90	18.90
2/28/2025	ML	Postage for February, 2025.	1 3.88	3.88
	ML	Copying cost for February, 2025.	30 0.25	7.50
6/5/2025	ML	First Legal's Filing fee for JOINT STIP/ORDER TO CONTINUE; POS FILE/CONFORM/RETURN ADVANCE FEES DEPT S37 Order #: 17289267	1 2,217.94	2,217.94
	ML	First Legal's Filing fee for Proof of Service;Joint Stipulation to Continue Order to Show Cause Re Settlement; [Proposed] Order Order #: 17288771	1 12.95	12.95
6/17/2025	IO	San Bernardino Superior Court Document Purchase. Stipulation - Order filed. Transaction Number: 316672524	1 4.18	4.18
6/30/2025	ML	Postage for June, 2025.	1 1.94	1.94
	ML	Copying cost for June, 2025.	22 0.25	5.50
8/22/2025	ML	First Legal's Filing fee for Joint Stipulation to Continue Order to Show Cause re Settlement; [Proposed] Order	1 39.70	39.70

9/23/2025

			<u>Qty/Price</u>	<u>Amount</u>
Order #: 17416042				
8/31/2025	ML	FedEx for August 2025 Invoice #: 4-987-81578	1 14.65	14.65
	ML	Copying cost for August, 2025.	14 0.25	3.50
9/5/2025	ML	San Bernardino Superior Court Document Purchase. Stipulation- Order Filed. Transaction #: 325292729	1 3.66	3.66
9/30/2025	ML	Copying cost for September, 2025.	15 0.25	3.75
Total additional charges				\$14,863.58
Balance due				\$14,863.58

EXHIBIT 4

LAFFEY MATRIX

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

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

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

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

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

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