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Attorneys for Plaintiffs

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

PAUL MACIAS and JULIANNA PADILLA,
as individuals, on behalf of themselves and all
other aggrieved employees,

Plaintiffs,

vs.

TEAM CAR CARE, LLC, a Delaware limited
liability company, TEAM CAR CARE WEST,
LLC, a Delaware limited liability company,
and DOES 2 through 100,

Defendants.

CASE NO. 24STCV03864

*[Case assigned for all purposes to the Hon.
Steve Cochran, Dept. 16]*

**DECLARATION OF MATTHEW K.
MOEN IN SUPPORT OF PLAINTIFFS'
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, REASONABLE
ATTORNEYS' FEES AND COSTS,
AND REPRESENTATIVE
ENHANCEMENT PAYMENTS**

Date: December 11, 2025
Time: 9:00 a.m.
Dept: 16
Reservation ID: 04222731693

Action Filed: February 15, 2024
Trial Date: None Set

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I, MATTHEW K. MOEN, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and co-counsel for the Plaintiffs Paul Macias and Julianna Padilla (“Plaintiffs”) 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 law in this Court. I have personal knowledge of the facts stated in this declaration and could testify truthfully to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Law School, Los Angeles, in 2015. Both before and during law school, I worked for the firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California Superior Court in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, my practice has been solely devoted to litigating plaintiff-side employment related cases in state and federal court, including wage and hour class actions arising under the California Code and the Fair Labor Standards Act. I am currently staffed on over forty (40) active wage and hour class actions in which I am integrally involved in all aspects of the litigation. I supervise the work of several junior attorneys staffed on the same wage and hour class

5. I have been appointed as Class Counsel in over fifty (50) class action settlements that have been granted final approval. The following is a non-exhaustive list of the recent wage and hour class actions in which I have been named as Class Counsel and awarded attorney's fees:

1 following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*, Case No. 37-
2 2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G. Freestone,
3 presiding (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 for
4 work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782,
5 San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding (awarding
6 attorney's fees following a lodestar cross-check based on a rate of \$650 per hour for work
7 performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No. 30-2022-
8 01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
9 presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of
10 \$650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion Learning, Inc.*, Case No.
11 2:21-cv-06732-JAK (ASx), United States District Court, Central District of California, Honorable
12 John A. Kronstadt, presiding (approving and finding reasonable an hourly rate of \$650 for work
13 performed in 2022-2024); *Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No.
14 CIVSB2209126, San Bernardino County Superior Court, Honorable Wilfred J. Schneider, Jr.,
15 presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of
16 \$650 for work performed in 2022-2024); *Karen Trudelle, et al. v. Children of the Rainbow, Inc.*,
17 Lead Case No. 37-2022-00034860-CU-OE-CTL, San Diego County Superior Court, Honorable
18 Robert Longstreth, presiding (awarding attorney's fees following a lodestar cross-check based on
19 an hourly rate of \$650 for work performed in 2022-2024); *Ruben Hernandez, et al. v. Neovia*
20 *Logistics Services, LLC, et al.*, Case No. CIVSB2305867, San Bernardino County Superior Court,
21 Honorable Tony Raphael, presiding (using an hourly rate of \$650 for work performed in 2023-
22 2025); *Jonathan Jauregui Gutierrez, et al. v. PASHA Automotive Services*, Case No. 37-2021-
23 00011967-CU-CO-CTL, San Diego County Superior Court, Honorable Katherine A. Bacal,
24 presiding (using an hourly rate of \$650 for work performed in 2021-2025); *Raul Camacho, et al.*
25 *v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange
26 County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of \$650 for
27 work performed in 2018-2025); *Chrisian Alanis v. Leonard Roofing, Inc.*, Case No. BC672028,
28 Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an

hourly rate of \$650 for work performed in 2018-2025); *Georgina Espinoza, et al. v. Warehouse Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County Superior Court, Honorable Theodore C. Zayner, presiding (using an hourly rate of \$650 for work performed in 2021-2025); *In Re: Stanislaus Food Products Company Employment Cases*, Lead Case No. CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland, presiding (using an hourly rate of \$725 for work performed in 2023-2025); and *Samantha Vvanti, et al. v. O'Reilly Auto Enterprises, LLC*, Case No. 19STCV00091, Los Angeles County Superior Court, Honorable Timothy Patrick Dillon, presiding (using an hourly rate of \$725 for work performed in 2022-2025).

6. I have also been appointed as Class Counsel following a contested motion to certify one or more classes in three (3) class action lawsuits, including as the lead litigation attorney in the following cases:

- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

7. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine 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.

8. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed settlement administrator, Apex Class Action Administration ("Apex"). Further, I am not aware of any representative or other collective action pending in any court that asserts claims similar to those in this action that could be extinguished or adversely affected by this Settlement.

1 9. As counsel for Plaintiffs, I have been closely involved in all aspects of this
2 litigation since its inception, and believe that the proposed settlement in this action is a fair and
3 reasonable result for the State of California and all Aggrieved Employees.

4 10. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Settlement
5 Agreement (“Settlement Agreement” or “Settlement”) entered into between Plaintiffs and
6 Defendants Team Car Care, LLC, and Team Car Care West, LLC (“Defendants”). The proposed
7 Notice of PAGA Settlement and Release of Claims (“PAGA Notice”) is attached as Exhibit A to
8 the Settlement Agreement.

9 11. Concurrently with the filing of Plaintiffs’ motion, Plaintiffs provided notice of the
10 proposed Settlement, a copy of this motion, and all papers filed in support thereof, to the LWDA.
11 Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiffs’ Settlement submission to the
12 LWDA and the LWDA’s confirmation of receipt.

13 12. Attached hereto as **Exhibit 3** is a true and correct copy of my firm’s expense report
14 for this matter. Although Plaintiffs’ Counsel’s expense summaries identify Plaintiffs’ Counsel’s
15 to-date out of pocket expenses as \$46,301.96, the total amount that Plaintiffs’ Counsel is
16 requesting for expense reimbursement (\$46,479.34) includes an additional \$177.38 in anticipated
17 future costs that my firm will incur for the filing of this motion and costs for the filing of a request
18 for dismissal called for under the Settlement Agreement.

19 13. Defendants operate a chain of vehicle maintenance and repair facilities commonly
20 known as “Jiffy Lube.” Plaintiffs, like all PAGA Aggrieved Employees, were subject to
21 Defendants’ wage and hour policies and practices.

22 14. On December 11, 2023, Plaintiff Macias submitted a PAGA letter to Defendant
23 Team Car Care and the LWDA, and after exhausting his pre-filing requirements, filed a PAGA-
24 only representative action lawsuit in Los Angeles County Superior Court on February 15, 2024,
25 alleging that Defendant Team Car Care failed to: (i) pay all minimum wages owed; (ii) pay all
26 overtime wages owed; (iii) provide all lawful meal periods; (iv) authorize and permit all lawful
27 rest periods; (v) reimburse all necessary business expenses incurred; (vi) pay all sick pay wages
28 owed; (vii) maintain accurate payroll records; (viii) issue accurate itemized wage statements; and

(ix) timely pay all final wages owed upon separation. On June 26, 2024, Plaintiff Macias submitted a supplemental PAGA letter to Defendants and to the LWDA, identifying Defendant Team Car Care West as a defendant in the Action. On September 3, 2024, Plaintiff Macias filed a DOE amendment in the action, adding Defendant Team Car Care West, LLC to the action as a named defendant.

15. On January 31, 2024, Plaintiff Padilla submitted a PAGA letter to Defendants and the LWDA, and after exhausting her pre-filing requirements, filed a separate PAGA-only representative action lawsuit on April 2, 2024, in Riverside County Superior Court, alleging that Defendants failed to: (i) pay all overtime wages; (ii) provide all lawful meal periods; (iii) authorize and permit all lawful rest periods; (iv) pay all minimum wages owed; (v) timely pay all final wages owed upon separation; (vi) pay all wages within any time permissible; (vii) issue accurate itemized wage statements; (viii) maintain accurate payroll records; and (ix) reimburse all necessary business expenses incurred.

16. On March 7, 2025, the parties attended mediation with mediator Steven G. Mehta, Esq., an experienced and well-respected wage and hour mediator. Prior to attending mediation, Defendants provided Plaintiffs with a representative sampling of the Aggrieved Employees' timekeeping and payroll records spanning the relevant time period, as well as policy documents and key data points. Plaintiffs then retained an expert with a Ph.D. in economics to examine Defendants' produced data and conduct an exposure analysis for the claims at issue. During mediation, the parties debated the legal bases for their claims and defenses, their respective data analyses, and their positions regarding the extent to which the Court might reduce any PAGA penalties recovered. At the conclusion of mediation, Mr. Mehta made a mediator's proposal to fully resolve Plaintiffs' PAGA claim, which the parties ultimately accepted. Over the following months, the parties negotiated the final terms of the proposed Settlement.

17. As a material term of the parties' Settlement, Plaintiffs sent a supplemental PAGA letter to the LWDA on May 30, 2025, clarifying that the Labor Code violations already asserted by Plaintiffs under PAGA included all subparts therein. On July 29, 2025, after exhausting their administrative remedies with the LWDA, Plaintiffs filed the operative First Amended Complaint,

1 adding Plaintiff Padilla as a named plaintiff in this action and consolidating the factual allegations
2 and causes of action alleged in Plaintiff Padilla's separate action into the instant action. On August
3 4, 2025, the Padilla action was dismissed without prejudice. Attached hereto as **Exhibit 7** are true
4 and correct copies of Plaintiff Macias' December 11, 2023 PAGA Notice Letter, Plaintiff Macias'
5 June 26, 2024 Supplemental PAGA Letter, and Plaintiffs' May 30, 2025 Supplemental PAGA
6 Letter.

7 18. Plaintiffs allege that Defendants failed to pay Plaintiffs and the Aggrieved
8 Employees all minimum and overtime wages owed. Specifically, Defendants required Plaintiff
9 and the Aggrieved Employees to perform work while off the clock, including communicating
10 with supervisors and co-workers through group text messages before and after their scheduled
11 shifts, including regarding customer interactions, store performance, and instructions needed to
12 complete their job duties. Defendants required Plaintiff and the Aggrieved Employees to promptly
13 respond to these messages at all hours, including when off the clock.

14 19. In response, Defendants argue that Plaintiffs' allegations will fail on their merits
15 outright. Defendants assert that they accurately tracked all employee work time and paid all
16 minimum and overtime wages owed. Defendants further assert that all communications between
17 management and employees was conducted during working hours or were otherwise not
18 necessary job-related communications, and to the extent any off-the-clock communications took
19 place, these communications occurred outside of the PAGA liability period before Defendants
20 updated their policies/practices. As a result, Defendants assert that Plaintiffs' claims for unpaid
21 minimum and overtime wages will fail in their entirety.

22 20. Plaintiffs further assert that Defendants failed to provide all legally compliant meal
23 periods to Plaintiff and the Aggrieved Employees, and failed to pay meal period premiums at the
24 regular rate of pay for each workday in which a meal period violation occurred, as required by
25 Labor Code § 226.7. Instead, Plaintiffs allege that when Defendants did pay meal period
26 premiums, they were paid at the base rate of pay rather than the regular rate of pay, in violation
27 of California law. Further, Plaintiffs allege that Defendants failed to authorize and permit
28 Plaintiffs and the Aggrieved Employees to take all legally compliant rest periods to which they

1 were entitled. Specifically, Defendants maintained a policy of requiring customers to be serviced
2 within a strict time limit, and therefore due to these work demands, Defendants required Plaintiffs
3 and the Aggrieved Employees to regularly skip rest periods to instead meet work and production
4 goals. In instances when Defendants failed to authorize and permit all lawful rest periods,
5 Defendants also failed to compensate the Aggrieved Employees with an additional hour of
6 premium pay at their respective regular rates of pay.

7 21. In response, Defendants contend they maintained lawful meal and rest period
8 policies/practices at all times, provided Plaintiffs and the Aggrieved Employees with all timely,
9 duty-free 30-minute meal periods to which they were entitled, and authorized and permitted all
10 lawful rest periods to which Plaintiffs and the Aggrieved Employees were entitled. Further,
11 Defendants argue they maintain a legally-compliant meal period policy, have always provided
12 meal periods consistent with that policy, and are only required to “provide” the opportunity to
13 take meal periods, not “ensure” meal periods are taken. Thus, Defendants argue that whether any
14 Aggrieved Employees chose to refrain from taking a compliant meal period on any given day is
15 an individualized issue not reflective of Defendants’ policies/practices. Moreover, Defendants
16 argue they paid all meal and rest period premiums as required by law. Finally, Defendants argue
17 the rest period claim will fail on the merits, assert that this claim is not manageable, as individual
18 mini-trials would be required to determine whether an employee was authorized to take lawful
19 rest periods on each particular shift, and question how Plaintiffs intended to prove such violations
20 without any documentary evidence of rest period violations given that rest periods are not
21 recorded.

22 22. In addition, Plaintiffs allege that that Defendants required Plaintiffs and the
23 Aggrieved Employees to use their personal cellular phones to communicate with supervisors for
24 work-related purposes, but did not reimburse Plaintiffs and other Aggrieved Employees for a
25 reasonable portion of their monthly cellular phone bills. In response, Defendants argue they
26 maintained a practice to reimburse all necessary business expenditures and that, to the extent that
27 any expenses were not reimbursed, they were not reasonably incurred. Defendants also maintain
28 that this claim will fail on its merits since, Defendants argue, simple texts regarding scheduling

1 do not qualify as necessary business expenditures, and Plaintiffs' claim would be unmanageable,
2 requiring a series of min-trials to determine which employees were actually required to use their
3 cell phone for business purposes and in which pay periods such expenses were allegedly incurred.

4 23. Further, Plaintiffs allege that Defendants failed to Plaintiffs and the Aggrieved
5 Employees all sick pay wages owed to them. Specifically, Plaintiffs allege that Defendants paid
6 sick pay at the employee's base rate of pay as opposed to their regular rate of pay, which failed
7 to incorporate the value of non-discretionary bonus payments Plaintiffs and the Aggrieved
8 Employees earned. In response, Defendants assert that they paid the Aggrieved Employees all
9 sick pay wages at the employees' respective regular rates of pay, incorporating all incentive
10 payments, and therefore, Plaintiffs' claim will fail on the merits.

11 24. Finally, Plaintiffs allege that, as a result of Defendants' failure to pay all overtime
12 wages, minimum wages, sick pay wage, and meal and rest period premium wages owed,
13 Defendants also maintained inaccurate payroll records, issued inaccurate wage statements, and
14 failed to pay all final wages owed to Plaintiffs and the Aggrieved Employees upon their
15 separations from employment. In response, Defendants argue that Plaintiffs' underlying claims
16 will fail, and as a result, the derivative claims will also fail. Defendants also argue that, given its
17 asserted good faith defenses, this Court would exercise its discretion to substantially reduce any
18 PAGA penalties awarded. Further, Defendants argue that Plaintiffs could only seek PAGA
19 penalties at the \$100 "initial" violation rate, as opposed to the \$200 "subsequent" violation rate,
20 since Defendants had never been put on notice by a court or the Labor Commissioner that their
21 practices violated the Labor Code prior to this action.

22 25. In addition to the \$145,397.99 recovery for the State of California, average
23 payments to the Aggrieved Employees are estimated at \$28.34. The lowest possible recovery,
24 should an Aggrieved Employee have been employed for only a single pay period during the
25 PAGA Period, is approximately \$1.73, while the highest possible recovery, should an Aggrieved
26 Employee have worked through the entirety of the PAGA Period, is approximately \$98.81.

27 26. Although the parties engaged in significant informal discovery prior to mediation,
28 no formal written or deposition discovery had been conducted prior to mediation. Absent

1 settlement, the parties will be required to expend substantial time and resources engaging in
2 formal discovery. Preparation for trial remained, as well as the prospect of appeals in the wake of
3 a summary judgment ruling for either party and after trial.

4 27. The Aggrieved Employees worked an aggregate 27,959 pay periods during the
5 relevant time period. Plaintiffs' expert's analysis confirmed that at least one of Plaintiffs' primary
6 theories of relief (minimum, overtime, and sick pay violations, meal and rest period violations,
7 and failure to reimburse business expenses) would be triggered in every pay period during the
8 PAGA Period. Assuming that Plaintiffs could prove at least one Labor Code violation in each pay
9 period, Plaintiffs calculated Defendants' maximum possible PAGA exposure at \$2,795,900.00
10 (27,959 pay periods x \$100 per violation).

11 28. Defendants raised numerous defenses to the merits of Plaintiffs' underlying claims
12 and argued that even if found liable, the Court would exercise its discretion to drastically reduce
13 any potential PAGA penalties awarded. In the face of Defendants' defenses on the merits and the
14 Court's discretion to reduce PAGA penalties, Plaintiffs discounted this figure by 25% to account
15 for the risk of losing on the merits, and by an additional 80% for the risk of the Court reducing
16 the penalties, to arrive at a realistic recovery of \$419,385.00. Thus, the mediator's proposed
17 settlement amount of \$392,000 represents approximately 93.47% of Plaintiffs' reasonably
18 forecasted recovery, which is well within the range approved by courts as fair, reasonable and
19 adequate, while also avoiding further expense and risk of litigation.

20 29. Plaintiffs' counsel's is requesting attorneys' fees of \$130,666.67 (one-third of the
21 GSA), which is the same percentage sought in *Laffitte, v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th
22 480, and is fair and reasonable based on the percentage of the recovery method. Based on my
23 experience in similar wage and hour class and PAGA representative actions in California state
24 courts, fee awards in matters such as this one generally equal about one-third of the gross recovery.

25 30. In this case, Plaintiffs' counsel has a lodestar of approximately \$151,032.50, which
26 results in a **negative** 0.86 multiplier compared to the \$130,666.67 fee request. A summary
27 showing the number of hours of work performed by each attorney and paralegal from my firm on
28 this action is set forth below. The billing rates used are reasonable in view of the evidence

submitted herewith, and have all been previously approved by various courts throughout California. Attached hereto as **Exhibit 4** is a true and correct copy of the 2025 *Laffey* Matrix.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$925	16.8	\$15,540.00
Fletcher W. Schmidt (13th Year Attorney)	\$825	42.5	\$35,062.50
Matthew K. Moen (10th Year Attorney)	\$725	48.8	\$35,380.00
Ian T. Mallery (1st Year Attorney)	\$400	36.1	\$14,440.00
Firm Paralegals	\$200	13.1	\$2,620.00
Total Lodestar			\$103,042.50

31. The fee award requested here is justified because Plaintiffs' counsel achieved a significant monetary recovery for the Aggrieved Employees and the State of California (who did not take this case after receiving Plaintiffs' PAGA Notice letters) in an uncertain and risky case, while bearing the substantial burdens of representation on a contingency basis. Since undertaking representation of Plaintiffs, Plaintiffs' counsel dedicated substantial resources to this litigation, including expending \$46,479.34 in litigation costs, without receiving any compensation to date. Plaintiffs' counsel's efforts include conducting pre-filing investigation, analyzing Plaintiffs' claims, conducting legal research and analysis, drafting and filing Plaintiffs' complaints and PAGA Notice letters to the LWDA, drafting, reviewing, and revising all pleadings, stipulations, and status reports filed in this action, attending various court hearings, meeting and conferring extensively with Defendants' counsel regarding the case, meeting and conferring with Defendants' counsel regarding informal discovery, reviewing substantial documents and data produced by Defendants prior to mediation, retaining an expert to analyze Defendants' document production, evaluating the timekeeping and payroll data and policy documents prior to mediation, drafting a mediation brief, preparing for and attending mediation, negotiating and drafting the Settlement Agreement and PAGA Notice, preparing this Motion for settlement approval and all supporting documents hereto, and otherwise litigating the case. Plaintiffs' counsel will spend

1 additional time attending the hearing on this Motion and overseeing the settlement administration
2 process.

3 32. Plaintiffs' Counsel's experience in similar matters was integral in evaluating the
4 strengths and weaknesses of this case and the reasonableness of the Settlement. Practice in the
5 narrow field of wage and hour litigation requires skill and knowledge concerning the rapidly
6 evolving substantive state and federal law, as well as the procedural law of representative
7 litigation.

8 33. My firm utilized the expert services of Berkeley Research Group to perform all
9 expert analyses for this case. Attached hereto as **Exhibit 5** is a true and correct copy of Plaintiffs'
10 expert's invoice that my office received from Berkeley Research Group for the expert services on
11 this case.

12 34. Plaintiffs also request that the Court approve \$10,990 in administration costs to
13 the Settlement Administrator, Apex. Apex was selected to administer this Settlement because it
14 is an experienced and well-respected settlement administrator, and returned a bid at a competitive
15 rate.

16 35. I believe the requested enhancement payments to Plaintiffs are appropriate given
17 Plaintiffs' efforts in this case. Courts routinely approve enhancement awards to compensate
18 named plaintiffs for the services they provide and the risks they incur during class and
19 representative litigation, including in the context of PAGA-only settlements. As stated in
20 Plaintiffs' declarations, Plaintiffs dedicated significant time to moving this case towards
21 resolution over the lifespan of this action. Furthermore, there is a well-established history of
22 courts awarding incentive payments in PAGA-only settlements. Attached hereto as **Exhibit 6** are
23 a sampling of court orders granting enhancement awards in PAGA-Only settlements.
24

25 I declare under penalty of perjury under the laws of the United States and the state of
26 California that the foregoing is true and correct. Executed on August 15, 2025, at El Segundo,
27 California.
28



Matthew K. Moen

EXHIBIT 1

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6 Attorneys for Defendants
TEAM CAR CARE, LLC and
7 TEAM CAR CARE WEST, LLC
(Additional attorneys for parties on following page)
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT
11

12 PAUL MACIAS and JULIANNA PADILLA,
as individuals, on behalf of themselves and all
13 other aggrieved employees,

14 Plaintiffs,

15 vs.

16 TEAM CAR CARE, LLC., a Delaware limited
liability company, TEAM CAR CARE WEST,
17 LLC, a Delaware limited liability company; and
DOES 2 through 100,
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19 Defendants.
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CASE No.: 24STCV03864

PAGA SETTLEMENT AGREEMENT

ASSIGNED TO THE HONORABLE STEVEN
COCHRAN
DEPT. 16

Date Action Filed: February 15, 2024
Trial Date: None set

ATTORNEYS FOR PLAINTIFF(S)

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Attorneys for Plaintiffs

1 This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Paul
2 Macias and Julianna Padilla (“Plaintiffs”) and defendants Team Car Care, LLC and Team Car Care
3 West, LLC (“Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as
4 “Parties,” or individually as “Party.”

5 **I. DEFINITIONS**

6 1.1 “Action” means the Plaintiffs’ First Amended Complaint asserting a single cause of
7 action for Civil Penalties under the Private Attorneys General Act (*Labor Code* section 2698 et seq.)
8 and alleging wage and hour violations against Defendants captioned *Paul Macias and Julianna*
9 *Padilla, individually, on behalf of themselves and all other aggrieved employees, vs. Team Car*
10 *Care, LLC and Team Car Care West, LLC, et al.* initiated on February 15, 2024, which Plaintiffs
11 have agreed to amend following the exhaustion of Plaintiffs’ Supplemental PAGA Notice Letter,
12 submitted to the LWDA on May 30, 2025, pending in Superior Court of the State of California,
13 County of Los Angeles.

14 1.2 “Administrator” means Apex Class Action Administration, the neutral entity the
15 Parties have agreed to appoint to administer the Settlement.

16 1.3 “Administration Expenses Payment” means the amount the Administrator will be
17 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
18 with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of
19 this Settlement.

20 1.4 “Aggrieved Employee” means all current and former non-exempt employees who
21 have worked, or continue to work, for Defendants in California during the PAGA Period.

22 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in
23 Defendants’ possession, using Defendants’ human resources and/or payroll databases as they are
24 maintained in the normal course of business, including the Aggrieved Employee’s name, last-known
25 mailing address, Social Security number and number of PAGA Pay Periods.

26 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and
27 search for current Aggrieved Employee mailing addresses using all reasonably available sources,
28

1 methods and means including, but not limited to, the National Change of Address database, skip
2 traces and direct contact by the Administrator with Aggrieved Employees.

3 1.7 “Court” means the Superior Court of California, County of Los Angeles.

4 1.8 “Defense Counsel” means Summer Young-Agriesti and Ana Thomas, Young-
5 Agriesti & Thomas, LLP, 7755 Center Avenue, Suite 1100, Huntington Beach, California 2647,
6 (949) 221-8700.

7 1.9 “Effective Date” means the date the last to occur of the following that apply: (a) if
8 no objections to the PAGA Settlement are filed, the date of entry of Order granting approval of the
9 PAGA Settlement; (b) if one or more objections are filed, but no appeal is taken on the Court’s order
10 approving the PAGA Settlement, sixty-five (65) calendar days after the date of entry of an order
11 approving the PAGA Settlement or the date on which the time for all appeals from objections to the
12 PAGA Settlement has passed, whichever is later; (c) if there are intervenors to the Action, and if an
13 appeal, review or writ is not sought from the order granting approval of the PAGA Settlement, then
14 upon the expiration date of the time for the filing or noticing of any appeal from, or other challenge
15 to, the order; or (d) if an appeal, review or writ is sought from the order, thirty (30) calendar days
16 after the order is affirmed or the appeal, review or writ is dismissed or denied, or the time for any
17 further appeal has expired, whichever is later, and the order is no longer subject to further judicial
18 review. Prior to the Effective Date of the PAGA Settlement, Defendants will not be required to
19 fund the Settlement, in whole or in part, through the Administrator or any third party. If PAGA
20 Counsel were to appeal a ruling with respect to fees or costs, such appeal shall not affect the
21 Effective Date and the Administrator shall reserve such funds sufficient to cover the dispute. Any
22 subsequent distribution shall be at PAGA Counsel’s expense. If the Effective Date falls on a holiday
23 or weekend, the Effective Date shall be the next calendar day. Additionally, the Effective Date is
24 conditioned upon Plaintiffs’ filing of the First Amended Complaint in the Action following the
25 exhaustion of Plaintiffs’ Supplemental PAGA Notice Letter and general release agreements
26 (described in Paragraphs 3.2.3.3, 5.1 and 5.1.1).

27 1.10 “Gross Settlement Amount” means \$392,000.00 which is the total amount
28 Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross

1 Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment,
2 PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Representative
3 Enhancement Payments, and the Administrator's Expenses Payment.

4 1.11 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
5 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
6 Employee worked during the PAGA Period.

7 1.12 "Order" means the order entered by the Court based upon the Final Approval.

8 1.13 "LWDA" means the California Labor and Workforce Development Agency, the
9 agency entitled, under Labor Code section 2699, subdivision (i).

10 1.14 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
11 under Labor Code section 2699, subdivision (i).

12 1.15 "Net Settlement Amount" means the Gross Settlement Amount, less the following
13 payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel
14 Litigation Expenses Payment, Representative Enhancement Payments, and the Administration
15 Expenses Payment. The remainder is to be paid 25% to Aggrieved Employees as Individual PAGA
16 Payments and 75% to the LWDA as the LWDA PAGA Payment.

17 1.16 "PAGA Counsel" means Paul K. Haines, Fletcher W. Schmidt, Matthew K. Moen,
18 and Ian T. Mallery of Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA
19 90245, (424) 292-2350; Asaf Agazanof, Asaf Law, APC, 2330 Westwood Blvd., Second Floor, Los
20 Angeles, California 90064, (424) 254-8870; and Harut Voskanyan, Voskanyan Law Firm, PC, 303
21 Glenoaks Boulevard, Suite 200, Burbank, CA 91502, (213) 296-2681, the attorneys representing
22 the Plaintiffs in the Action.

23 1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"
24 mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and
25 expenses, respectively, incurred to prosecute the Action.

26 1.18 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee
27 worked for Defendants for at least one day during the PAGA Period.

28

1.19 “PAGA Period” means the period from March 3, 2023 through the date the court signs the approval order or 60 days from March 14, 2025, whichever is earlier.

1.20 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.21 “PAGA Notices” means plaintiff Paul Macias’ December 11, 2023 letter to defendant Team Car Care, LLC and the LWDA; plaintiff Julianna Padilla’s January 31, 2024 letter to Defendants and the LWDA; plaintiff Paul Macias’ June 26, 2024 letter to Defendants and the LWDA; and Plaintiffs’ May 30, 2025 letter to Defendants and the LWDA providing notice pursuant to *Labor Code* section 2699.3, subdivision (a).

1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.23 “Plaintiffs” means plaintiffs Paul Macias and Julianna Padilla, the named plaintiffs in the Action.

1.24 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.25 “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.

1.26 “Released Parties” means defendants Team Car Care, LLC and Team Car Care West, LLC and each of its former and present parents, directors, officers, managers, employees, operators, doners, shareholders, principals, owners, members, administrators, divisions, fiduciaries, trustees, agents, attorneys, representatives, accountants, auditors, consultants, employees, partners, insurers and reinsurers, predecessors, investors, benefit plans, heirs, successors, assigns, subsidiaries, affiliates and any DBAs.

1.27 “Representative Enhancement Payment” means the amount of \$5,000.00 each (\$10,000.00 total) that Plaintiffs will seek, subject to Court approval, in recognition for their service to the State of California and the PAGA Aggrieved Employees.

1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Order Approving same.

1.29 “Defendants” means named Defendants Team Car Care, LLC and Team Car Care West, LLC.

II. RECITALS.

2.1 On February 15, 2024, plaintiff Paul Macias commenced the Action by filing a Complaint alleging causes of action against defendant Team Car Care, LLC asserting a single cause of action for Civil Penalties under the Private Attorneys General Act (Labor Code section 2698 *et seq.*). On or about April 2, 2024, plaintiff Julianna Padilla filed a complaint in the Superior Court of California, Riverside County, Case No. CVRI2401719 (“Padilla Complaint”) against Defendants, also asserting a single cause of action for Civil Penalties under the Private Attorneys General Act (Labor Code section 2698 *et seq.*). On or about September 3, 2024, plaintiff Macias filed a DOE amendment adding defendant Team Car Care West, LLC to the Action. In line with the Settlement, on May 30, 2025, Plaintiffs provided an amended written notice to the LWDA and Defendants. Plaintiffs then filed a First Amended Complaint adding plaintiff Padilla to the Action and updating the factual allegations set forth in the amended written notice to the LWDA and Defendants. Plaintiffs’ First Amended Complaint in the Action, asserts wage and hour violations as follows: (1) Failure to Pay Minimum Wages (Cal. Labor Code §§ 204 (a)-(e), 221, 1182.12 (a)-(d), 1194, 1194.2 (a)-(c), 1197 and 1198); (2) Failure To Pay Overtime Compensation (Cal. Labor Code §§ 204 (a)-(e), 510 (a)-(c), 558 (a)-(e), 1194 and 1198); (3) Failure To Provide Meal And Rest Periods (Cal. Labor Code §§ 226.7 (a)-(f), 512 (a)-(g), 516 (a)-(b), 558 (a)-(e) and 1198); (4) Sick Leave (Cal. Labor Code § 246 (a)-(r) (5) Inaccurate Paycheck Stubs (Cal. Labor Code § 226 (a)-(j)); (6) Untimely Pay During Employment (Cal. Labor Code § 204 (a)-(e)); (7) Failure to Timely Pay Final Wages (Cal. Labor Code §§ 201 (a)-(d), 202 (a)-(d) and 203 (a)-(b)); (8) Failure To Indemnify for Necessary Business Expenses (Cal. Labor Code §§2800, 2802 (a)-(d) and 2804); (9) Failure to Maintain Accurate Records and Produce Employee Records Upon Request (Cal. Labor Code §§ 226 (b) and (c), 432, 558 (a)-(e), 1174 and 1198.5 (a)-(d)) and (10) Private Attorney General Act (Cal. Labor Code §2699, *et seq.* and 1197.1 (a)-(l)). The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the

Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2 Pursuant to *Labor Code* section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.

2.3 On March 7, 2025, the Parties participated in an all-day mediation presided over by Steven Mehta, Esq. which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiffs obtained, through informal discovery electronic payroll records and timesheets for a 10% sample of California hourly employees (i.e., 136 employees) between December 11, 2022 and December 26, 2024; paystubs, timesheets and personnel records for the named Plaintiffs, relevant handbook and wage and hour policy documents; information regarding the number of current and former non-exempt California employees employed by Defendants between December 11, 2022 and November 14, 2024 (the date Defendants obtained the data).

2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. Plaintiff Padilla will file a request for dismissal of the Padilla Complaint, in its entirety and as to all parties, without prejudice, following the filing of the First Amended Complaint, adding Padilla to this Action.

III. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$392,000 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

1 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not than
2 33.3333333%, which is currently estimated to be \$130,666.67, and PAGA Counsel
3 Litigation Expenses Payment of not more than \$60,000. The PAGA Counsel's Fees awarded
4 by the Court shall be divided among Plaintiffs' counsel as follows: (1) sixty-three percent
5 (63%), or Eighty-Two Thousand Three Hundred Twenty Dollars and Zero Cents
6 (\$82,320.00) to Haines Law Group, APC; (2) twenty-seven percent (27%), or Thirty-Five
7 Thousand Two Hundred Eighty Dollars and Zero Cents (\$35,280.00) to Asaf Law, APC;
8 and (3) ten percent (10%), or Thirteen Thousand Sixty-Six Dollars and Sixty-Seven Cents
9 (\$13,066.67) to Voskanyan Law Firm, PC. Any amounts awarded will constitute complete
10 consideration to PAGA Counsel for all work performed and expenses incurred to date and
11 for all work to be performed and expenses to be incurred through the completion of the
12 Action and its Settlement. Defendants will not oppose requests for Court approval of these
13 payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel
14 will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation
15 Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA
16 Counsel Litigation Expenses Payment less than the amounts requested, the Administrator
17 will allocate the remainder to the Net Settlement Amount. Released Parties shall have no
18 liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any
19 portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses
20 Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel
21 Expenses Payment using one or more IRS 1099-MISC Forms, provided that PAGA Counsel
22 provides Defendants with a current, fully completed IRS Form W-9. PAGA Counsel
23 assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment
24 and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and
25 indemnifies Defendants, from any dispute or controversy regarding any division or sharing
26 of any of these Payments.

27 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$10,990
28 except for a showing of good cause and as approved by the Court. To the extent the

Administration Expenses are less or the Court approves payment less than \$10,990, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator must provide Defendants with a current, fully completed IRS Form W-9 and agree to timely provide copies of claims administered in this case to Defendants upon demand (i.e., notices, settlement checks, proof of payment such as cancelled checks, etc.), and no less than 15 days in advance of the funding deadline.

3.2.3 To Plaintiffs: Up to \$5,000.00 each, subject to Court approval, for Plaintiffs' Representative Enhancement Payments for their service to the State of California and the PAGA Aggrieved Employees. In the event the Court approves payments of less than the requested amounts, the difference will be added to the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Forms 1099-MISC issued to Plaintiffs.

3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount will be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments, pursuant to Labor Code § 2699(i).

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.3.2 A payment to each Plaintiff (Paul Macias and Julianna Padilla) for a release of any and all claims against Defendants and/or the Released Persons (identified below) ("General Release") and agreement to execute and/or endorse the Personal Release contained herein, which includes a release of claims pursuant to California

Civil Code section 1542. These releases shall be via a written agreement separate from the present PAGA settlement, however, Plaintiffs' separate agreement to these general releases (described in Paragraphs 3.2.32, 5.1 and 5.1.1 below) shall be a condition precedent to the Effective Date occurring.

IV. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records pulled in advance of mediation, Defendants estimate there were approximately 1,710 Aggrieved Employees employed between approximately December 11, 2022 and November 14, 2024, and based on extrapolation of the data pulled in advance of mediation, the Parties estimate there were approximately 27,959 PAGA Pay Periods between March 4, 2023 and the date of mediation.

4.2 Aggrieved Employee Data. Within 45 days, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. The Aggrieved Employee Data shall not be subject to disclosure by the Administrator to PAGA Counsel, except that relevant information may be provided to PAGA Counsel to the extent necessary to address a disputed claim or to respond to a specific inquiry from a PAGA Member. At no time during the settlement process will any PAGA Member's address, telephone number or Social Security Number be filed with the Court by PAGA Counsel or Defendants, except under seal as may be ordered by the Court. The Administrator shall ensure that the Notice and any other communications to PAGA Members shall not include the PAGA Members' Social Security Numbers, except for the last four digits. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will

1 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
2 to missing or omitted Aggrieved Employee Data.

3 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
4 Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the
5 Effective Date.

6 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund
7 the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
8 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel
9 Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Representative
10 Enhancement Payments. Disbursement of the PAGA Counsel Litigation Expenses Payment shall
11 not precede disbursement of Individual PAGA Payments.

12 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and
13 send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid.
14 The face of each check shall prominently state the date (not less than 180 days after
15 the date of mailing) when the check will be voided. The Administrator will cancel
16 all checks not cashed by the void date. Before mailing any checks, the Settlement
17 Administrator must update the recipients' mailing addresses using the National
18 Change of Address Database.

19 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search
20 for all Aggrieved Employees whose checks are returned undelivered without USPS
21 forwarding address. Within 7 days of receiving a returned check, the Administrator
22 must re-mail checks to the USPS forwarding address provided or to an address
23 ascertained through the Aggrieved Employee Address Search. The Administrator
24 need not take further steps to deliver checks to Aggrieved Employees whose re-
25 mailed checks are returned as undelivered. The Administrator shall promptly send a
26 replacement check to any Aggrieved Employee whose original check was lost or
27 misplaced, requested by the Aggrieved Employee prior to the void date.
28

1 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is
2 uncashed and cancelled after the void date, the Administrator shall transmit the
3 funds represented by such checks to the California Controller's Unclaimed
4 Property Fund in the name of the Aggrieved Employee.

5 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants
6 to confer any additional benefits or make any additional payments to the Aggrieved
7 Employees (such as 401(k) contributions or bonuses) beyond those specified in this
8 Agreement.

9 4.5 Dismissal. Upon the Court's approval of this Agreement and payment of all sums
10 required by this Agreement, Plaintiffs shall file a request for dismissal of the Action in its entirety
11 as to Defendants with prejudice. Pursuant to *Code of Civil Procedure* section 664.6, the Court
12 shall retain jurisdiction to enforce the terms of this Agreement and to permanently enjoin and
13 forever bar the Aggrieved Employees from instituting or prosecuting any claims against
14 Defendants as described in paragraphs 5.1 and 5.2, the "Plaintiffs' Separate Release" and "Release
15 by Plaintiffs and Aggrieved Employees," which were resolved as part of the Settlement.

16 **V. RELEASES OF CLAIMS.**

17 Effective on the date when Defendants fully fund the entire Gross Settlement Amount
18 Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

19 5.1 Plaintiffs' Separate Release. In a separate agreement, Plaintiffs and their respective
20 former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
21 administrators, successors and assigns shall agree to irrevocably and unconditionally release and
22 discharge Released Parties from all complaints, claims, liabilities, obligations, promises,
23 agreements, controversies, damages, costs, losses, debts and expenses (including attorneys' fees and
24 costs actually incurred), transactions or occurrences, of any nature whatsoever, including, but not
25 limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained
26 in the Operative Complaint and the PAGA Notices, and the release of any and all claims arising
27 under any of the following, as amended: the National Labor Relations Act ("NLRA"), Title VII of
28 the Civil Rights Act of 1964, Sections 1981 through 1988 of Title 42 of the United States Code, the

1 Employee Retirement Income Security Act of 1974 (“ERISA”), the Americans with Disabilities Act
2 of 1990 (“ADA”), the Fair Labor Standards Act (“FLSA”), the Occupational Safety and Health Act
3 (“OSHA”), the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Genetic
4 Information Nondiscrimination Act (“GINA”), the Family and Medical Leave Act (“FMLA”), the
5 Worker Adjustment and Retraining Notification Act (“WARN”), the California Fair Employment
6 and Housing Act (“FEHA”), the Family and Medical Leave Act of 1993 (“FMLA”) and the
7 California Family Rights Act (“CFRA”), the Private Attorneys’ General Act (“PAGA”), the
8 California Worker Adjustment and Retraining Notification Act (“Cal-WARN”), the California
9 Business and Professions Code, including the Unfair Competition Law, Cal. Bus. & Prof. Code §
10 17200, the California Minimum Wage Law, the Equal Pay Law for California, the California Labor
11 Code (including specifically, Section 132a) and California Wage Orders, together with any alleged
12 violation of the United States or any state Constitution, any local, state or federal law, regulation or
13 ordinance, and/or public policy, contract or tort or common-law, any claim for injunctive or
14 declaratory relief any violation of the penal code, and any other claim whether cognizable at law or
15 in equity having any bearing whatsoever on Plaintiffs’ application for employment, employment
16 with, or separation of employment from the Released Parties, which Plaintiffs ever had, now have,
17 or shall have, from the beginning of time to the date of the Effective Date (“Plaintiffs’ Release”).
18 Plaintiffs’ separate Release will not extend to any claims or actions to enforce this Agreement, or to
19 any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
20 workers’ compensation benefits that arose at any time. Plaintiffs will agree to separately
21 acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or
22 law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs’ separate
23 Release shall be and remain effective in all respects, notwithstanding such different or additional
24 facts or Plaintiff’s discovery of them.

25 5.1.1 Plaintiffs’ Separate Waiver of Rights Under Civil Code Section 1542. For purposes of
26 Plaintiffs’ separate Release, Plaintiffs will agree to expressly waive and relinquish the provisions,
27 rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:
28

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

4 Plaintiffs Paul Macias and Julianna Padilla will agree to separately acknowledge that they
5 may hereafter discover facts different from or in addition to those which each they or their attorneys
6 now know or believe to be true with respect to the matters released in this settlement, and agree that
7 the release in this paragraph shall be and remain in effect as a full and complete release of all claims,
8 notwithstanding any such different or additional facts.

9 5.2 Release by Plaintiffs and Aggrieved Employees:

10 All Aggrieved Employees, including Plaintiffs, are deemed to release, on behalf of
11 themselves and their respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors and assigns, the Released Parties from all civil penalties which are or
13 may be available under or through the PAGA for any violation of the Labor Code, Wage Orders,
14 regulations, and/or any other provisions of state and federal law based on the facts that were alleged,
15 or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
16 Complaint and the PAGA Notices. Any Aggrieved Employee covered by this Agreement will be
17 barred from proceeding with any Claim released by this Agreement. The Aggrieved Employees
18 other than Plaintiffs will not be releasing any underlying wage and hour claims through this
19 settlement, only PAGA claims. The Aggrieved Employees will not be provided with the opportunity
20 to opt out of this PAGA settlement and release.

21 5.3 Release by PAGA Counsel:

22 PAGA Counsel release on behalf of their present and former attorneys, employees, agents,
23 successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection
24 with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the
25 PAGA Notice.

26 **VI. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

27 Plaintiffs shall prepare and file an application or motion for approval of this Settlement.
28

1 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
2 documents necessary for obtaining approval of this Settlement under Labor Code section 2699,
3 subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii)
4 a signed declaration from the Administrator attaching its "not to exceed" bid for administering the
5 Settlement and attesting to its willingness to serve; competency; operative procedures for protecting
6 the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach,
7 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
8 interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial
9 relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from
10 PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA
11 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
12 (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined
13 version of the parties' Agreement showing all modifications made to the Model Agreement ready
14 for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with
15 Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel
16 shall aver that they are not aware of any other pending matter or action asserting claims that will be
17 extinguished or adversely affected by the Settlement. Such drafts will be delivered at least 7 days
18 before filing.

19 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly
20 responsible for expeditiously finalizing and filing the application or motion for approval of this
21 Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing
22 date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is
23 responsible for delivering the Court's PAGA Settlement Approval Order to the Administrator.

24 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application
25 or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA
26 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
27 in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant
28 the motion for approval of this Settlement or conditions its approval on any material change to this

1 Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the
2 Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and
3 otherwise satisfy the Court's concerns.

4 **VII. SETTLEMENT ADMINISTRATION.**

5 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action
6 Administration to serve as the Administrator and verified that, as a condition of appointment, Apex
7 Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary,
8 all duties specified in this Agreement in exchange for payment of Administration Expenses. The
9 Parties and their Counsel represent that they have no interest or relationship, financial or otherwise,
10 with the Administrator other than a professional relationship arising out of prior experiences
11 administering settlements. Defendants may engage in communications with the Administrator
12 without notice or copies to PAGA Counsel, any Aggrieved Employees, or the Court. PAGA
13 Counsel may engage in communications with the Administrator without notice or copies to
14 Defendants, any Aggrieved Employees, or the Court. In the event that either Defendants or PAGA
15 Counsel take the position that the Administrator is not acting in accordance with the terms of the
16 Agreement, such party shall meet and confer first with opposing counsel and then, if necessary, with
17 the Administrator and/or the Court.

18 7.2 Employer Identification Number. The Administrator shall have and use its own
19 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
20 reports state and federal tax authorities.

21 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
22 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
23 section 468B-1. If practical, the QSF shall be an interest-bearing account at a federally-insured bank
24 that is mutually acceptable to the Parties and the Administrator.

25 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks
26 to be performed or observed by the Administrator contained in this Agreement or otherwise. The
27 Administrator shall specifically agree to provide Defendants, upon reasonable request, with copies
28

1 of notices, checks and cancelled checks pertaining to any aggrieved employee for two years
2 following disbursement of the settlement.

3 7.5 Explanatory Letter. The Administrator will mail copies of the explanatory letter,
4 which has been approved by the Parties and attached hereto as **Exhibit A**, in English and Spanish,
5 concurrently with the Individual Settlement Payments to all PAGA Aggrieved Employees via First-
6 Class U.S. Mail.

7 **VIII. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**

8 8.1 Based on data pulled in advance of mediation, Defendants estimate that, there were
9 approximately 1,710 Aggrieved Employees employed between approximately December 11, 2022
10 and November 14, 2024. The Parties further estimate, based on extrapolation of the data pulled in
11 advance of mediation, that there were approximately 27,959 PAGA Pay Periods between March 4,
12 2023 and the date of mediation.

13 8.2 Escalator Clause. If it is determined the number of pay periods within the PAGA
14 Period exceeds 30,755, then Defendants will have the option to either reduce the scope of the release
15 to fit within the escalator clause (i.e., reducing the release period such that the release period ends
16 on the same date as the ending pay period date prior to which the pay periods exceeded 30,755) or
17 increase the Gross Settlement Amount on a proportional basis for every percent higher than 10%
18 (i.e., if the total is 11% greater than 27,959, the Gross Settlement Amount could be increased by
19 1%).

20 **IX. CONTINUING JURISDICTION OF THE COURT.**

21 The Parties agree that, after entry of Order approving the Settlement, the Court will retain
22 jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this
23 Agreement and/or Order, (ii) addressing settlement administration matters and (iii) addressing such
24 post-Order matters as are permitted by law.

25 9.1 Waiver of Right to Appeal. Provided the Order is consistent with the terms and
26 conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA
27 Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal
28 from the Order, including all rights to post-order and appellate proceedings, the right to file motions

1 to vacate the Order, motions for new trial, extraordinary writs and appeals. The waiver of appeal
2 does not include any waiver of the right to oppose such motions, writs or appeals. If another party
3 appeals the Order, the Parties' obligations to perform under this Agreement will be suspended until
4 such time as the appeal is finally resolved and the Order becomes final, except as to matters that do
5 not affect the amount of the Net Settlement Amount.

6 **X. ADDITIONAL PROVISIONS.**

7 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This
8 Agreement represents a compromise and settlement of highly disputed claims. Nothing in this
9 Agreement is intended or should be construed as an admission by Defendants that any of the
10 allegations in the Operative Complaint have merit or that Defendants have any liability for any
11 claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants'
12 defenses in the Action have merit. The Parties agree that representative treatment is for purposes of
13 this Settlement only. If for any reason the Court does not approve this Settlement, Defendants
14 reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest
15 Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action
16 will have no bearing on, and will not be admissible in connection with, any litigation (except for
17 proceedings to enforce or effectuate the Settlement and this Agreement). The Parties further agree
18 that nothing in this Agreement is deemed to waive or otherwise prevent Defendants from filing a
19 motion to compel individual arbitration, if the Settlement does not become effective for any reason.
20 Plaintiffs and PAGA Counsel agree that Defendants retain and reserve these rights, and agree not to
21 argue or present any argument, and hereby waives any argument that, based on this Agreement,
22 Defendants cannot assert any and all potential defenses and privileges if this Action were to proceed.
23 The Parties further agree that nothing in this Agreement is deemed to waive or otherwise prevent
24 Plaintiffs from opposing Defendant's motion to compel arbitration or challenge the enforceability
25 of Defendants' arbitration agreement(s).

26 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this
27 Agreement together with its attached exhibits shall constitute the entire agreement between the
28

1 Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants
2 or inducements made to or by any Party.

3 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and
4 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
6 terms, and to execute any other documents reasonably required to effectuate the terms of this
7 Agreement including any amendments to this Agreement.

8 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
10 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
11 as requested by the Court. In the event the Parties are unable to agree upon the form or content of
12 any document necessary to implement the Settlement, or on any modification of the Agreement that
13 may become necessary to implement the Settlement, the Parties will seek the assistance of a
14 mediator and/or the Court for resolution.

15 10.5 No Prior Assignments. The Parties separately represent and warrant that they have
16 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
17 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action
18 or right released and discharged by the Party in this Settlement.

19 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel
20 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
21 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
22 10, as amended) or otherwise.

23 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
24 modified, changed or waived only by an express written instrument signed by all Parties or their
25 representatives, and approved by the Court.

26 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
27 to the benefit of, the successors of each of the Parties.

28

1 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
2 governed by and interpreted according to the internal laws of the state of California, without regard
3 to conflict of law principles.

4 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
5 of this Agreement. This Agreement will not be construed against any Party on the basis that the
6 Party was the drafter or participated in the drafting.

7 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders
8 entered during Action and in this Agreement relating to the confidentiality of information shall
9 survive the execution of this Agreement. Except as provided above to the extent necessary to
10 effectuate the settlement or as required by court or legal process, the Parties and their counsel will
11 keep confidential the facts relating to the existence of this Agreement, negotiations leading to the
12 execution of this Agreement, terms of this Agreement, and alleged factual basis for Plaintiffs'
13 claims, if any. Neither the Parties nor their counsel shall issue a press release, hold a press
14 conference, publish information about the settlement on any website or through any social media,
15 or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered
16 by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions,
17 Plaintiffs' Counsel may reference the Action only by name and case number in a declaration
18 establishing adequacy as class or representative counsel.

19 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA
20 Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data
21 provided to PAGA Counsel by Defendants in connection with the mediation, other settlement
22 negotiations, or in connection with the Settlement, may be used only with respect to this Settlement,
23 and no other purpose, and may not be used in any way that violates any existing contractual
24 agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator
25 discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and
26 electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the
27 Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA
28 Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

1 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is
2 inserted for convenience of reference only and does not constitute a part of this Agreement.

3 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
4 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
5 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

6 10.15 Notice. All notices, demands or other communications between the Parties in
7 connection with this Agreement will be in writing and deemed to have been duly given as of the
8 third business day after mailing by United States mail, or the day sent by email or messenger,
9 addressed as follows:

10 To Plaintiffs: Fletcher W. Schmidt of Haines Law Group, APC
 2155 Campus Drive, Suite 180, El Segundo, CA 90265
11 fschmidt@haineslawgroup.com

12 To Defendants: Summer Young-Agriesti and Ana Thomas, Young-Agriesti &
 Thomas, LLP
13 7755 Center Avenue, Suite 1100, Huntington Beach, CA 92647
14 (949) 221-8700; syoung@yatlaw.com; athomas@yatlaw.com.

15 10.16 Execution in Counterparts. This Agreement may be executed in one or more
16 counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this
17 Agreement shall be accepted as an original. All executed counterparts and each of them will be
18 deemed to be one and the same instrument if counsel for the Parties will exchange between
19 themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove
20 the existence and contents of this Agreement.

21 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the
22 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
23 that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330
24 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the
25 entire period of this settlement process.

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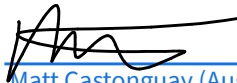
Dated: 07/31/25, 2025

By: Paul Macias
Paul Macias (Jul 31, 2025 10:33:48 PDT)
Plaintiff Paul Macias

Dated: _____, 2025

By: _____
Plaintiff Julianna Padilla

Dated: _____, 2025

By: 
Matt Castonguay (Aug 5, 2025 12:11:19 CDT)

Name: Matt Castonguay, CFO
Defendant Team Car Care, LLC

Dated: _____, 2025

By: 
Matt Castonguay (Aug 5, 2025 12:11:19 CDT)

Name: Matt Castonguay, CFO
Defendant Team Car Care West, LLC

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Dated: _____, 2025

By: _____
Plaintiff Paul Macias

Dated: 07/30/25 _____, 2025

By:  _____
Julianna Padilla (Jul 30, 2025 16:16:06 PDT)
Plaintiff Julianna Padilla

Dated: _____, 2025

By: _____
Name: _____
Defendant Team Car Care, LLC

Dated: _____, 2025

By: _____
Name: _____
Defendant Team Car Care West, LLC

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Dated: _____, 2025

Young-Agriesti & Thomas, LLP

By: 

Summer Young-Agriesti
Ana Thomas
Attorneys for Defendant
Team Car Care, LLC and Team Car Care West,
LLC

Dated: July 31 _____, 2025

Haines Law Group, APC

By: 

Paul Haines
Fletcher W. Schmidt
Matthew K. Moen
Ian T. Mallery
Attorneys for Plaintiffs

Dated: _____, 2025

Asaf Law, APC

By: _____

Asaf Agazanof
Attorneys for Plaintiffs

Dated: _____, 2025

Voskanyan Law Firm, PC

By: _____

Harut Voskanyan
Voskanyan Law Firm, PC
Attorneys for Plaintiffs

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Dated: _____, 2025

Young-Agriesti & Thomas, LLP

By: _____

Summer Young-Agriesti
Ana Thomas
Attorneys for Defendant
Team Car Care, LLC and Team Car Care West,
LLC

Dated: _____, 2025

Haines Law Group, APC

By: _____

Paul Haines
Fletcher W. Schmidt
Matthew K. Moen
Ian T. Mallery
Attorneys for Plaintiffs

Dated: July 30, 2025

Asaf Law, APC

By:  _____
Asaf Agazanof Jul 30, 2025 17:58:30 PDT

Asaf Agazanof
Attorneys for Plaintiffs

Dated: _____, 2025

Voskanyan Law Firm, PC

By: _____

Harut Voskanyan
Voskanyan Law Firm, PC
Attorneys for Plaintiffs

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Dated: _____, 2025

Young-Agriesti & Thomas, LLP

By: _____
Summer Young-Agriesti
Ana Thomas
Attorneys for Defendant
Team Car Care, LLC and Team Car Care West,
LLC

Dated: _____, 2025

Haines Law Group, APC

By: _____
Paul Haines
Fletcher W. Schmidt
Matthew K. Moen
Ian T. Mallery
Attorneys for Plaintiffs

Dated: _____, 2025

Asaf Law, APC

By: _____
Asaf Agazanof
Attorneys for Plaintiffs

Dated: July 30, 2025

Voskanyan Law Firm, PC

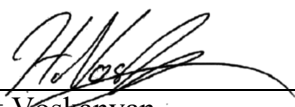
By:  _____
Harut Voskanyan
Voskanyan Law Firm, PC
Attorneys for Plaintiffs

Exhibit “A”

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Paul Macias, et al. v. Team Car Care, LLC, et al.
Los Angeles County Superior Court, Case No. 24STCV03864

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

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the “Court”) issued an order approving the PAGA Settlement Agreement and Release of Claims (“Settlement”) in the above-captioned lawsuit filed by Plaintiffs Paul Macias and Julianna Padilla (“Plaintiffs”) on behalf of themselves and all other aggrieved employees, including you (“Operative Complaint”).

In the Operative Complaint, Plaintiffs seek to recover civil penalties for alleged violations of a California law known as the Private Attorneys General Act (“PAGA”). Plaintiffs are acting as “private attorneys general” on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other employees of Defendants Team Car Care, LLC and Team Car Care West, LLC (“Defendants”). Plaintiffs allege that Defendants are liable for civil penalties under PAGA because of Defendants’ purportedly failed to pay all minimum and overtime wages (Cal. Labor Code §§ 204 (a)-(e), 221, 510 (a)-(c), 558 (a)-(e), 1182.12 (a)-(d), 1194, 1194.2 (a)-(c), 1197 and 1198); provide all lawful meal periods and authorize and permit all lawful rest periods (Cal. Labor Code §§ 226.7 (a)-(f), 512 (a)-(g), 516 (a)-(b), 558 (a)-(e) and 1198); reimburse all necessary business expenses (Cal. Labor Code §§ 2800, 2802 (a)-(d) and 2804); issue accurate itemized wage statements (Cal. Labor Code § 226 (a)-(j)); meet sick leave obligations, including payment of all sick pay wages (Cal. Labor Code § 246 (a)-(r)); timely pay all wages owed during employment and upon separation from employment (Cal. Labor Code §§ 201 (a)-(d), 202 (a)-(d) and 203 (a)-(b) 204 (a)-(e)); and maintain accurate records and produce employee records upon request (Cal. Labor Code §§ 226 (b) and (c), 432, 558 (a)-(e), 1174 and 1198.5 (a)-(d)). The Aggrieved Employees other than Plaintiffs will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims. The Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA settlement and release.

Defendants deny all claims and allegations in this lawsuit, denies that it owes any penalties, and asserts that it has fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the lawsuit and interference with Defendants’ business operations, Plaintiffs and Defendants have concluded that it is in the best interests of the parties to settle. By settling this lawsuit, Defendants are not admitting that it has done anything wrong.

The Court has ***not*** ruled on Plaintiffs’ claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiffs’ claims. Defendants maintain that Plaintiffs’ allegations are without merit, and enter into this Settlement with no admission of liability.

You are receiving this Notice because you are in the group of employees referred to as the “Aggrieved Employees,” which is defined as: all current and former non-exempt employees who have worked, or

continue to work, for Defendants in California during the PAGA Period (March 3, 2023 through May 13, 2025). The time period from March 3, 2023 through May 13, 2025 is also known as the “PAGA Period.”

II. CALCULATION OF INDIVIDUAL PAGA PAYMENTS

The enclosed settlement check was calculated based on the number of pay periods you worked for Defendant during the PAGA Period relative to all other Aggrieved Employees.

Settlement checks will be null and void one hundred eighty (180) days after issuance if not deposited or cashed. Any check not deposited or cashed within one hundred eighty (180) days of mailing to an Aggrieved Employee shall be transferred to the California State Controller’s Office for Unclaimed Property in the name of each Aggrieved Employee who failed to cash a Settlement Payment check prior to the void date. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

III. RELEASE

On **[PAGA APPROVAL DATE]**, the Court approved the parties’ PAGA Settlement Agreement. By operation of the Settlement’s terms, the Aggrieved Employees will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, defendants Team Car Care, LLC and Team Car Care West, LLC and each of its former and present parents, directors, officers, managers, employees, operators, donors, shareholders, principals, owners, members, administrators, divisions, fiduciaries, trustees, agents, attorneys, representatives, accountants, auditors, consultants, employees, partners, insurers and reinsurers, predecessors, investors, benefit plans, heirs, successors, assigns, subsidiaries, affiliates and any DBAs (the “Released Parties”) from all civil penalties which are or may be available under or through the PAGA for any violation of the Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law based on the facts that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices (the “PAGA Released Claims”). Any Aggrieved Employee covered by this release will be barred from proceeding with any PAGA Released Claims.

This release is solely limited to civil penalties that are recoverable under PAGA. The Aggrieved Employees other than Plaintiffs will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims.

IV. TAXATION

One hundred percent (100%) of your individual PAGA payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your individual PAGA payment. Neither Plaintiffs nor Defendants have made any representations or warranties regarding the taxation of your individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

V. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

You may contact the Court-approved Settlement Administrator, Apex Class Action Administration, at **[ADMINISTRATOR INFO]** with any questions.

EXHIBIT 2

EXHIBIT 3

August 15, 2025

Paul Macias

Charges :

			<u>Qty/Price</u>	<u>Amount</u>
10/31/2023	ALL	Postage for October, 2023.	1 14.36	14.36
	ALL	Copying cost for October, 2023.	17 0.25	4.25
12/12/2023	KI	Filing fee for: LWDA. Order #: ORD-000263275	1 75.00	75.00
12/31/2023	ALL	Copying cost for December, 2023.	8 0.25	2.00
1/8/2024	ALL	San Diego county document purchase fee.	1 15.40	15.40
2/15/2024	ALL	One Legal's filing fee for: Complaint, Summons, Civil case cover sheet Order #: 22247153	1 467.55	467.55
3/12/2024	ALL	First legal's service fee for: Service of Summons and Complaint Order #: 5650400 *Advance Fee* Process- 3 Days Base charge + PDF/Ship + Fuel charge	1 91.30	91.30
3/13/2024	ALL	One legal's Filing fee for: Notice Order #: 22435038	1 19.71	19.71
3/19/2024	IDLC	One legal's Filing fee for: Proof of Personal Service Order #: 22486656	1 19.71	19.71
4/23/2024	ALL	One legal's filing fee for: Stipulation and Order, Stipulation and Order, Proof of Service (not Summons and Complaint) Order #: 22745786	1 40.30	40.30

8/15/2025

			<u>Qty/Price</u>	<u>Amount</u>
5/1/2024	IDLC	First legal's filing fee for: Notice,Proof of Service (not Summons and Complaint) Order #: 22808186	1 19.71	19.71
5/20/2024	ALL	McKelvey Resolution mediation fee for June 3, 2024 mediation. Invoice #: 6128	1 5,000.00	5,000.00
6/11/2024	ML	FedEx for 6/11/24 Invoice #: 4-608-15931	1 9.20	9.20
	ALL	McKelvey Resolution mediation fee for June 3, 2024 mediation. Invoice #: 6129 (Asaf's half)	1 5,000.00	5,000.00
6/30/2024	ALL	Postage for June, 2024.	1 24.24	24.24
	ALL	Copying cost for June, 2024.	49 0.25	12.25
9/3/2024	IDLC	First legal's filing fee for: Amendment to Complaint (Fictitious/Incorrect Name);Proof of Service (not Summons and Complaint). Order #: 5869624 Direct E-filing Base charge + Additional charges	1 16.15	16.15
9/13/2024	IDLC	Lawdience service fee. Invoice #: 1475	1 1,500.00	1,500.00
9/20/2024	IDLC	First legal's filing fee for: Case Management Statement;Proof of Service (not Summons and Complaint). Order #: 5894591 Direct E-filing Base charge + Additional charges	1 16.15	16.15
9/30/2024	ML	Postage for September, 2024.	1 5.60	5.60
	ML	Copying cost for September, 2024.	80 0.25	20.00
10/7/2024	VG	First Legal's Filing fee for: Notice and Acknowledgment of Receipt Order #: 5915667 Direct E-Filing Base Charge + Additional Charges	1 16.15	16.15
10/8/2024	IDLC	Lawdience service fee for: Jiffy Lube - Success Fee. Invoice #: 1500	1 3,500.00	3,500.00
10/21/2024	IDLC	Steve Mehta mediation fee for March 7, 2025 mediation. Invoice #: 19791	1 10,250.00	10,250.00

8/15/2025

			<u>Qty/Price</u>	<u>Amount</u>
10/28/2024	ML	LA Superior Court Document Purchase Minute Order. Receipt No: PA-2024-289772881	1 8.60	8.60
10/31/2024	VG	FedEx for October 2024	1 8.45	8.45
	ML	Copying cost for October, 2024.	2 0.25	0.50
11/6/2024	VG	First Legal's Filing fee for: Notice of Court Orders;Proof of Service (not Summons and Complaint) Order #: 5957151 Direct E-Filing Base Charge + Additional Charges	1 17.70	17.70
11/30/2024	ML	Postage for November, 2024.	1 58.80	58.80
	ML	Postage for November, 2024.	52 0.25	13.00
12/31/2024	ALL	Postage for December, 2023.	1 7.42	7.42
3/14/2025	ML	BRG Expert fee for services rendered through February 28th, 2025 Invoice #: 10015337	1 18,091.00	18,091.00
6/5/2025	IO	One Legal's Filing fee for: Order,Order,Proof of Service (not Summons and Complaint) Order #: 25504212	1 17.50	17.50
6/10/2025	IO	One Legal's filing fee for: Stipulation and Order,Stipulation and Order,Proof of Service (not Summons and Complaint) Order #: 25554265	1 45.12	45.12
7/17/2025	AP	One Legal's filing fee for: Stipulation and Order,Stipulation and Order,Proof of Service (not Summons and Complaint) Order #: 25847734	1 45.12	45.12
	IO	One Legal's filing fee for: Stipulation and Order,Stipulation and Order,Proof of Service (not Summons and Complaint) Order #: 25847734	1 45.12	45.12
7/29/2025	AP	One Legal's filing fee for: Amended Complaint,Proof of Service (not Summons and Complaint) Order #: 25943479	1 23.44	23.44

8/15/2025

		<u>Qty/Price</u>	<u>Amount</u>
7/29/2025 IO	One Legal's filing fee for: Amended Complaint, Notice, Proof of Service (not Summons and Complaint)	1 23.44	23.44
	Order #: 25943479		
7/31/2025 ML	Copying cost for July, 2025.	1 0.25	0.25
Total charges			<u>\$44,544.49</u>

EXHIBIT 4

LAFFEY MATRIX

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

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

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

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

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

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

EXHIBIT 5



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

March 14, 2025
Client-Project: [REDACTED]
Invoice #: 10015337
Tax ID: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Macias vs. Team Car Care, LLC

Services Rendered Through February 28, 2025

Professional Services	\$	18,091.00	USD
CURRENT CHARGES	\$	18,091.00	USD

PAYMENT IS DUE BY April 13, 2025

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

Please remit wire/ACH payment to:

Bank Name: [REDACTED]
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: [REDACTED]
Reference: [REDACTED]

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
[REDACTED]

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
[REDACTED]

Please send remittance advice details to:

[REDACTED]

cc:

Andrea Parashos

Via Email: adparashos@haineslawgroup.com



To: Paul Haines
c/o: Haines Law Group
RE: Macias vs. Team Car Care, LLC

Page 2 of 3
Invoice # 10015337
Client-Project: [REDACTED]

Services Rendered Through February 28, 2025

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	675.00	6.40	4,320.00
Senior Managing Consultant			
Brooke Truitt	470.00	29.30	13,771.00
Total Professional Services		35.70	18,091.00



To: Paul Haines
c/o: Haines Law Group
RE: Macias vs. Team Car Care, LLC

Page 3 of 3
Invoice # 10015337
Client-Project: [REDACTED]

Services Rendered Through February 28, 2025

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
02/13/25	Brooke Truitt	Reviewed data.	0.60
02/14/25	Brooke Truitt	Loaded data; prepared data.	2.00
02/18/25	Brooke Truitt	Prepared data.	5.40
02/19/25	Jon M. DuMond	Review data, programs and analyses; case discussions.	3.70
02/19/25	Brooke Truitt	Analyzed data.	2.80
02/20/25	Brooke Truitt	Prepared data.	5.50
02/21/25	Jon M. DuMond	Review analyses, data; case discussions.	1.50
02/21/25	Brooke Truitt	Prepared data; analyzed data.	4.30
02/22/25	Brooke Truitt	Analyzed data.	1.90
02/23/25	Brooke Truitt	Analyzed data.	6.20
02/24/25	Jon M. DuMond	Case discussions; review analysis.	1.20
02/24/25	Brooke Truitt	Analyzed data.	0.60
Professional Services			35.70

EXHIBIT 6

ORIGINAL

FILED
Superior Court of California
County of Los Angeles

RECEIVED

SEP 24 2020

JUN 19 2020

Filing Window

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

FILED
Superior Court of California
County of Los Angeles

SEP 24 2020

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

FAXED

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Attorneys for Plaintiff
and Aggrieved Employees

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

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

Plaintiff,

vs.

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

Defendants.

Case No. BC707897

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

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

Date: July 21, 2020

Time: 1:45 p.m.

Dept.: SSC-12

Complaint Filed: June 5, 2018

Trial Date: None Set

RECEIVED
LOS ANGELES SUPERIOR COURT
JUN 19 2020
I. LOVO

CSK

Sept. 24, 2020 at 10:00 am

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Cik

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

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

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

Cik

11 **IT IS SO ORDERED.**

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13 Dated: Sept. 24, 2020 By: Carolyn B. Kuhl
14 Honorable Carolyn B. Kuhl
15 Judge of the Superior Court
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NOV 19 2018

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Attorneys for Plaintiff Silva and Aggrieved Employees

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

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

Plaintiff,

vs.

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

Defendants.

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

Plaintiff,

vs.

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

Defendants.

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

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

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

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

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

NOVEMBER 19, 2018

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

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

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

2. "Defendant" means CitiStaff Solutions, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

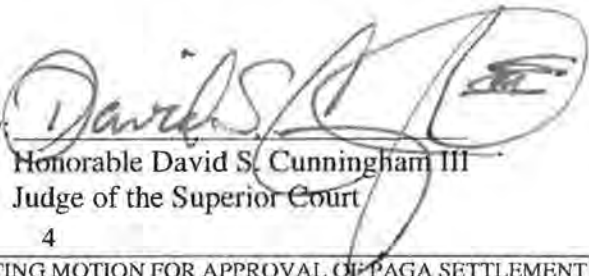
10 14. The court approves the limited scope of the release. Following entry of this Order and
11 Final Judgment, Representative Plaintiffs and Aggrieved Employees will have released all
12 Released Claims against Released Persons, meaning that PAGA civil penalties recoverable
13 under any theory of liability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

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

25 JANUARY 21 ²⁰²⁰_{2019.}

26 **IT IS SO ORDERED.**

27 Dated: 11-19-2018

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

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

Shelley Pickett, *et al.*,

Plaintiff,

vs.

99 Cents Only Stores, *et al.*

Defendants.

Case **BC473038**

No.:

Tentative Ruling

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

Hearing Date: August 1, 2017

Department 54, Judge Ernest M. Hiroshige

Motion for Approval of Representative Action Settlement

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

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

T/R: THE MOTION IS GRANTED.

PLAINTIFF TO NOTICE.

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

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

Date: August 1, 2017


Judge Ernest M. Hiroshige

08/03/2017

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

(Additional counsel of record on next page)

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

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

Plaintiff,

v.

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

Defendants.

No. 19STCV23623

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

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

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

1 ASAF AGAZANOF (Cal. State Bar No. 285043)
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2 2330 Westwood Boulevard, Second Floor
Los Angeles, California 90064
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4 asaf@lawasaf.com

5 Attorneys for Plaintiff
Rachael Buhl

6 JEFFREY D. WOHL (Cal. State Bar No. 096838)
7 PAUL A. HOLTON (Cal. State Bar No. 313047)
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10 jeffwohl@paulhastings.com
paulholton@paulhastings.com

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

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

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

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

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

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

27 ///

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 IT IS SO ORDERED.

12 Dated: July 30, 2020.





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

13
14 Counsel for plaintiff is ordered to give notice.

09/19/2019

Sherri R. Carter, Executive Officer / Clerk of Court

By: O. Chavez Deputy

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

Plaintiff,

vs.

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

Defendants.

Case No.: BC724132

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

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

Date: September 16, 2019

Time: 8:30 a.m.

Dept.: 56

Reservation No.: 122557984660

Action Filed: October 3, 2018

Trial Date: None Set

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17
18 **IT IS SO ORDERED.**

19 09/19/2019

20 Dated: _____



Holly J. Fujie

Holly J. Fujie / Judge

Honorable Holly J. Fujie
Judge of the Superior Court

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8.6

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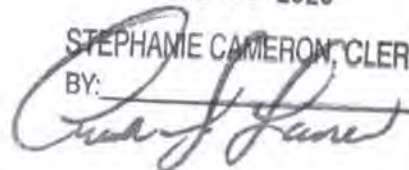
12 *Attorneys for Plaintiff*

FILED
TULARE COUNTY SUPERIOR COURT
VISALIA DIVISION

AUG 07 2020

STEPHANIE CAMERON, CLERK

BY:



11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF TULARE**

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

16 vs.

17 ALVAREZ HARVESTING, INC., a California
18 Corporation; SUNWEST FRUIT CO., INC., a
19 California Corporation; and DOES 1 through
20 100,
21 Defendants,

Case No. VCU276487

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

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

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

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

FAXED



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

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

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

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

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

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

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

///

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

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

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

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

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

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

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

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

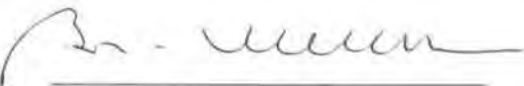
4 12. The Court finds that the payment to the State of California Labor and Workforce
5 Development Agency ("LWDA") in the amount of \$108,790.06 (representing 75% of the PAGA
6 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,
7 and reasonable, and orders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

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

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

24
25 **IT IS SO ORDERED.**

26
27 Dated: 8/7, 2020

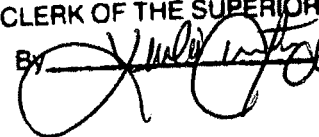


Honorable Bret D. Hillman
Judge of the Superior Court

FILED
ALAMEDA COUNTY

AUG 02 2018

CLERK OF THE SUPERIOR COURT

By  Deputy

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

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

Plaintiff,

v.

TARGET CORPORATION, and DOES
1-10, inclusive,

Defendants.

CASE NO. RG17853948

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

Date: July 24, 2018

Time: 3:00 p.m.

Dept: 23

Judge: Hon. Brad Seligman

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

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

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

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

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

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

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

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

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

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

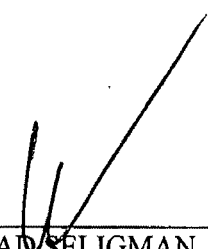
10 4. To the extent any settlement checks are uncashed by the deadline provided in
11 the Settlement, or in the event there any other undistributed settlement funds, such funds shall
12 be paid to the Equal Access Fund of the Judicial Branch, to be distributed in accordance with
13 Bus. & Prof. Code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

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

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

20 **IT IS SO ORDERED.**

21
22
23 DATED: 8/2/18


HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

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

MINUTE ORDER

DATE: 07/24/2018

TIME: 02:00:00 PM

DEPT: 53

JUDICIAL OFFICER PRESIDING: David Brown

CLERK: E. Brown

REPORTER/ERM: T. Huffman CSR# 13789

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

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

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

CASE CATEGORY: Civil - Unlimited

EVENT TYPE: Motion - Other - Civil Law and Motion

APPEARANCES

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

Jill Vecchi, counsel present for plaintiff, telephonically

Nature of Proceeding: Motion for Approval of Settlement

TENTATIVE RULING

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

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

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

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

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

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

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

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

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

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

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

The Court will sign the proposed order.

COURT RULING

The tentative ruling was affirmed as modified on the record.

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

FILED
Superior Court of California
County of Los Angeles

JUN 13 2016

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

COURT'S TENTATIVE RULING

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

STATEMENT OF THE CASE

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

DISCUSSION

I. General Legal Principles Applicable to PAGA Settlements

A. The PAGA

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

06/15/2016

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

B. Settlement Generally

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

II. Application of General Principles

A. Terms of the Settlement

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

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

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

B. Analysis of the Civil Penalties

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

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

C. Attorney Fees and Costs

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

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

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

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

D. Enhancement Award

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

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

06/15/2016

EXHIBIT 7

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

December 11, 2023

VIA LWDA WEBSITE

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

Re: *Paul Macias v. Team Car Care, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Mr. Paul Macias (“Mr. Macias”) in claims arising from his employment with Team Car Care, LLC and Does 1 through 100 (collectively, “Defendants”). Mr. Macias is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ current and former non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate a chain of vehicle maintenance and repair facilities commonly known as “Jiffy Lube.” Mr. Macias was employed by Defendants as a non-exempt “Service Technician” in Tarzana, California from approximately August 2022 to August 2023. Mr. Macias’ job duties included servicing vehicles and performing oil changes.

During Mr. Macias’ employment with Defendants, Defendants failed to compensate Mr. Macias and other aggrieved employees for all hours actually worked, resulting in unpaid minimum wages and additional unpaid overtime wages. Specifically, Defendants’ manager sent group text messages to Mr. Macias and other aggrieved employees before and after their scheduled shifts, including messages regarding customer interactions, instructions needed to complete their job duties, and information regarding store performance. Since Defendants’ manager messaged Mr. Macias and other aggrieved employees when they were off-the-clock with information necessary to perform their job duties, Defendants were required to compensate Mr. Macias and other aggrieved employees for this time. As a result, Defendants required Mr. Macias and other aggrieved employees to perform work while off-the-clock, and Defendants failed to compensate Mr. Macias and other aggrieved employees for all minimum and overtime wages owed.

Throughout Mr. Macias' employment, Defendants also failed to provide Mr. Macias and other aggrieved employees with all legally compliant meal periods due to Defendants' unlawful meal period policies/practices which resulted in meal periods which were late, short, or missed. Further, Defendants failed to compensate their aggrieved employees with meal period premiums at their regular rate of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7. Specifically, Defendants paid non-discretionary bonuses (including "Retention Bonus"), incentive pay, and other forms of pay that cannot be excluded from the regular rate of pay as a matter of law (hereinafter "Incentive Pay"). When Defendants paid meal period premium payments, they paid meal periods premiums at the base hourly rate of pay, rather than at the regular rate of pay after factoring in Incentive Pay. As a result, Defendants failed to compensate their aggrieved employees with an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

Throughout Mr. Macias' employment, Defendants also failed to authorize and permit Mr. Macias and other aggrieved employees to take all legally compliant rest periods due to Defendants' unlawful rest period policies/practices which resulted in missed rest periods. As with meal period premiums, Defendants failed to compensate their aggrieved employees with an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

Defendants required Mr. Macias and other aggrieved employees to use their cellular phone to communicate with supervisors for work-related purposes but did not reimburse Mr. Macias and other aggrieved employees for a reasonable portion of their monthly cellular phone bills. As mentioned above, Defendants' manager frequently communicated with Mr. Macias through his cellular phone throughout the workday and after the shop was closed. Defendants' manager sent daily text messages to Mr. Macias and other aggrieved employees, in group chats, regarding store statistics, incentives, instructions, and urging them to solicit "yelp" reviews from customers. Despite requiring Mr. Macias and other aggrieved employees to utilize their personal cellular phones for work purposes, Defendants failed to reimburse these aggrieved employees for all necessary business expenses associated with using their personal cellular phones, in violation of Labor Code § 2802.

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

On approximately June 28, 2023, Mr. Macias sent a written personnel and payroll records request to Defendants. Defendants failed to respond to Mr. Macias' records request within 21 days from the date of the request, in violation of Labor Code § 226(c).

As a result of Defendants' failure to pay all overtime wages, minimum wages, sick pay wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Macias and other aggrieved employees and failed to pay all final wages owed to Mr. Macias and other aggrieved employees upon their respective separations from employment.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9-2001 ("Wage Order 9"):

Overtime Wage Violations

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

Minimum Wage Violations

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes Defendants' failure to pay Mr. Macias and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 9. Wage Order 9 § 4 and California Labor Code §§ 1182.12 and 1197 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the Industrial Welfare Commission prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

Meal Period Violations

Defendants failed in their affirmative obligation to provide Mr. Macias and other aggrieved employees with all legally-compliant meal periods. See Labor Code §§ 226.7 and 512; Wage Order 9, § 11. As a result of the meal period violations, Mr. Macias and other aggrieved employees are owed an additional hour of wages for each meal period violation at the employee's regular rate of compensation. See Labor Code § 226.7 ("If an

employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.""). Despite Defendants' violations, Defendants did not pay an additional hour of premium pay to Mr. Macias and other aggrieved employees at their respective regular rates of pay, in accordance with California Labor Code §§ 226.7 and 512.

Rest Period Violations

As described above, Defendants also failed to authorize and permit Mr. Macias and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 9, § 12. As a result, Mr. Macias and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

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

Sick Pay Violations

Defendants are required to pay Mr. Macias and other aggrieved employees with legally required sick pay at their respective regular rates of pay, as mandated by Labor Code § 246. However, Defendants failed to incorporate Incentive Pay into the rate of pay used for purposes of paying sick pay, resulting in sick pay paid at rates that were less than Mr. Macias and other aggrieved employees' regular rates of pay.

Record Keeping Violations

Defendants are subject to Labor Code § 226 (c) which states that upon receipt of a written or oral request to inspect or copy records, the employer "shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Labor Code § 226 (f) further provides that "[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer." Although Mr. Macias made a written request pursuant to subdivision (c), Defendants failed to respond within 21 days.

Wage Statement Violations

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

Waiting Time Penalties

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

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

- a. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Mr. Macias and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Macias and other aggrieved employees the statutory minimum wage for all hours worked;

- c. Defendants violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Macias and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Macias and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Mr. Macias and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Macias and other aggrieved employees for all work-related expenses incurred;
- f. Defendants violated Labor Code § 246 by failing to pay sick pay at the regular rate of compensation;
- g. Defendants violated Labor Code § 226(c) by failing to respond to Mr. Macias and other aggrieved employees' written requests to inspect their employment records;
- h. Defendants violated Labor Code § 226 by failing to furnish Mr. Macias and other aggrieved employees with accurate and compliant itemized wage statements;
- i. Defendants violated Labor Code §§ 201-203 by failing to timely pay all final wages due to Mr. Macias and other aggrieved employees;
- j. Defendants violated Labor Code § 204 by failing to pay Mr. Macias and aggrieved employees all wages earned at least twice during each calendar month; and
- k. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Mr. Macias and aggrieved employees.

LWDA
December 11, 2023
Page 7 of 7

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

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read "F. W. Schmidt", is written over the typed name.

Fletcher W. Schmidt

cc: Team Car Care, LLC c/o 1505 Corporation, CT Corporation System, 330 N
Brand Blvd, Glendale CA 91203-2336 (via certified mail)

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 26, 2024

VIA LWDA WEBSITE

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

Re: *Paul Macias v. Team Car Care, LLC, et al.*
LWDA Case No.: LWDA-CM-999182-23

To Whom It May Concern:

This letter is meant to supplement the letter sent by my office on December 11, 2023 on behalf of Paul Macias (the “December PAGA Letter”), regarding the Labor Code violations committed by Team Car Care, LLC and Does 1 through 100 against Mr. Macias and other aggrieved employees. A copy of the December PAGA Letter is attached hereto as **Exhibit 1** and incorporated herein by reference.

On February 15, 2024, after exhausting his pre-filing requirements, Mr. Macias initiated a lawsuit, entitled *Paul Macias v. Team Car Care, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV03864, alleging a single cause of action for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”), premised upon the allegations asserted in the December PAGA Letter. Upon the filing of the complaint, Mr. Macias, being ignorant of the true name of defendant Team Car Care West, LLC (US), designated the defendant in the complaint by the fictitious name of DOE 1.

Therefore, in addition to the allegations regarding violations of the California Labor Code set forth in the December PAGA Letter (which are set forth again here) committed by Team Car Care, LLC, Mr. Macias supplements the December PAGA Letter with additional factual allegations identifying defendant Team Car Care West, LLC (US), and substituting the true name of defendant Team Car Care West, LLC (US), for the fictitious name DOE 1 wherever it appears in the December PAGA Letter. Hereinafter, Team Car Care, LLC, Team Car Care West, LLC (US), and Does 2 through 100 are referred to collectively as “Defendants”. For purposes of this notice, “aggrieved employees” should be understood to include all of Defendants’ non-exempt employees who worked for Defendants in California from December 11, 2022 through the present.

Defendants operate of chain of vehicle maintenance and repair facilities commonly known as “Jiffy Lube.” Mr. Macias was employed by Defendants as a non-exempt “Service Technician” in Tarzana, California from approximately August 2022 to August 2023. Mr. Macias’ job duties included servicing vehicles and performing oil changes.

During Mr. Macias' employment with Defendants, Defendants failed to compensate Mr. Macias and other aggrieved employees for all hours actually worked, resulting in unpaid minimum wages and additional unpaid overtime wages. Specifically, Defendants' manager sent group text messages to Mr. Macias and other aggrieved employees before and after their scheduled shifts, including messages regarding customer interactions, instructions needed to complete their job duties, and information regarding store performance. Since Defendants' manager messaged Mr. Macias and other aggrieved employees when they were off-the-clock with information necessary to perform their job duties, Defendants were required to compensate Mr. Macias and other aggrieved employees for this time. As a result, Defendants required Mr. Macias and other aggrieved employees to perform work while off-the-clock, and Defendants failed to compensate Mr. Macias and other aggrieved employees for all minimum and overtime wages owed.

Throughout Mr. Macias' employment, Defendants also failed to provide Mr. Macias and other aggrieved employees with all legally compliant meal periods due to Defendants' unlawful meal period policies/practices which resulted in meal periods which were late, short, or missed. Further, Defendants failed to compensate the aggrieved employees with meal period premiums at their regular rate of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7. Specifically, Defendants paid non-discretionary bonuses (including "Retention Bonus"), incentive pay, and other forms of pay that cannot be excluded from the regular rate of pay as a matter of law (hereinafter "Incentive Pay"). When Defendants paid meal period premium payments, they paid meal periods premiums at the base hourly rate of pay, rather than at the regular rate of pay after factoring in Incentive Pay. As a result, Defendants failed to compensate the aggrieved employees with an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

Throughout Mr. Macias' employment, Defendants also failed to authorize and permit Mr. Macias and other aggrieved employees to take all legally compliant rest periods due to Defendants' unlawful rest period policies/practices which resulted in missed rest periods. As with meal period premiums, Defendants failed to compensate the aggrieved employees with an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

Defendants required Mr. Macias and other aggrieved employees to use their cellular phone to communicate with supervisors for work-related purposes but did not reimburse Mr. Macias and other aggrieved employees for a reasonable portion of their monthly cellular phone bills. As mentioned above, Defendants' manager frequently communicated with Mr. Macias through his cellular phone throughout the workday and after the shop was closed. Defendants' manager sent daily text messages to Mr. Macias and other aggrieved employees, in group chats, regarding store statistics, incentives, instructions, and urging them to solicit "yelp" reviews from customers. Despite requiring Mr. Macias and other aggrieved employees to utilize their personal cellular phones for work purposes,

Defendants failed to reimburse these aggrieved employees for all necessary business expenses associated with using their personal cellular phones, in violation of Labor Code § 2802.

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

On approximately June 28, 2023, Mr. Macias sent a written personnel and payroll records request to Defendants. Defendants failed to respond to Mr. Macias' records request within 21 days from the date of the request, in violation of Labor Code § 226(c).

As a result of Defendants' failure to pay all overtime wages, minimum wages, sick pay wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Macias and other aggrieved employees and failed to pay all final wages owed to Mr. Macias and other aggrieved employees upon their respective separations from employment.

As described above and supplementing Mr. Macias' December PAGA Letter, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order 9-2001 ("Wage Order 9"):

Overtime Wage Violations

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

Minimum Wage Violations

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes Defendants' failure to pay Mr. Macias and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 9. Wage Order 9 § 4 and California Labor Code §§ 1182.12 and 1197 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the Industrial Welfare Commission prohibits.

California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

Meal Period Violations

Defendants failed in their affirmative obligation to provide Mr. Macias and other aggrieved employees with all legally-compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 9, § 11. As a result of the meal period violations, Mr. Macias and other aggrieved employees are owed an additional hour of wages for each meal period violation at the employee's regular rate of compensation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided."). Despite Defendants' violations, Defendants did not pay an additional hour of premium pay to Mr. Macias and other aggrieved employees at their respective regular rates of pay, in accordance with California Labor Code §§ 226.7 and 512.

Rest Period Violations

As described above, Defendants also failed to authorize and permit Mr. Macias and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 9, § 12. As a result, Mr. Macias and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

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

Sick Pay Violations

Defendants are required to pay Mr. Macias and other aggrieved employees with legally required sick pay at their respective regular rates of pay, as mandated by Labor Code § 246. However, Defendants failed to incorporate Incentive Pay into the rate of pay used for purposes of paying sick pay, resulting in sick pay paid at rates that were less than Mr. Macias and other aggrieved employees' regular rates of pay.

Record Keeping Violations

Defendants are subject to Labor Code § 226 (c) which states that upon receipt of a written or oral request to inspect or copy records, the employer “shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.” Labor Code § 226 (f) further provides that “[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer.” Although Mr. Macias made a written request pursuant to subdivision (c), Defendants failed to respond within 21 days.

Wage Statement Violations

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

Waiting Time Penalties

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

As an “aggrieved employee,” Mr. Macias has initiated a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil

penalties resulting from the wage and hour violations alleged herein. Based on Mr. Macias' own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Mr. Macias and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Macias and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Defendants violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Macias and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Macias and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Mr. Macias and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Macias and other aggrieved employees for all work-related expenses incurred;
- f. Defendants violated Labor Code § 246 by failing to pay sick pay at the regular rate of compensation;
- g. Defendants violated Labor Code § 226(c) by failing to respond to Mr. Macias and other aggrieved employees' written requests to inspect their employment records;
- h. Defendants violated Labor Code § 226 by failing to furnish Mr. Macias and other aggrieved employees with accurate and compliant itemized wage statements;
- i. Defendants violated Labor Code §§ 201-203 by failing to timely pay all final wages due to Mr. Macias and other aggrieved employees;
- j. Defendants violated Labor Code § 204 by failing to pay Mr. Macias and aggrieved employees all wages earned at least twice during each calendar month; and

- k. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Mr. Macias and aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

Enclosure

cc: Team Car Care, LLC c/o 1505 Corporation, CT Corporation System, 330 N Brand Blvd, Glendale CA 91203-2336 (via certified mail); Team Car Care West, LLC (US) c/o 1505 Corporation, CT Corporation System, 330 N Brand Blvd, Glendale CA 91203-2336; Defendants, c/o Summer Young-Agriesti and Ana Thomas, Young-Agriesti & Thomas, LLP, counsel for Defendants (via certified mail).

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

May 30, 2025

VIA LWDA WEBSITE

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

Re: *Paul Macias v. Team Car Care, LLC, et al.*,
LWDA Case No: LWDA-CM-999182-23
Julianna Padilla v. Team Car Care, LLC, et al.,
LWDA Case No: LWDA-CM-1008311-24

To Whom It May Concern:

This letter is meant to further supplement the letters sent by my office on behalf of Mr. Paul Macias on December 11, 2023 (the “December PAGA Letter”) and June 25, 2024 (the “June Supplemental PAGA Letter”), and sent by Voskanyan Law Firm, P.C. on behalf of Ms. Julianna Padilla on January 31, 2024 (the “January PAGA Letter”), regarding the Labor Code violations committed by Team Car Care, LLC, Team Car Care West, LLC, and DOES 2 through 100 against Mr. Macias, Ms. Padilla, and other aggrieved employees. A copy of the December PAGA Letter is attached hereto as **Exhibit A** and incorporated herein by reference. A copy of the June Supplemental PAGA Letter is attached hereto as **Exhibit B** and incorporated herein by reference. A copy of the January PAGA Letter is attached hereto as **Exhibit C** and incorporated herein by reference.

The purpose of this letter is to clarify that the claims already collectively asserted by Mr. Macias and Ms. Padilla in the December PAGA Letter, June Supplemental PAGA Letter, and January PAGA Letter for claims under Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1174, 1182.12, 1194.2, 1197.1 and 2802, include all subparts to those Labor Code sections identified (i.e., §§ 201(a)-(d); 202(a)-(d); 203(a)-(b); 204(a)-(e); 226(a)-(j); 226.7(a)-(f); 246(a)-(r); 510(a)-(c); 512(a)-(g); 516(a)-(b); 558(a)-(e); 1174(a)-(d); 1182.12(a)-(d); 1194.2(a)-(c); 1197.1(a)-(l); and 2802(a)-(d)).

Defendants operate of chain of vehicle maintenance and repair facilities commonly known as “Jiffy Lube.” Mr. Macias was employed by Defendants as a non-exempt “Service Technician” in Tarzana, California from approximately August 2022 to August 2023. Mr. Macias’ job duties included servicing vehicles and performing oil changes.

Defendants employed Ms. Padilla as a Technician on an hourly basis within one year of the date of Ms. Padilla’s January PAGA Letter (until on or about October 17, 2023) in the State of California.

During Mr. Macias' and Ms. Padilla's respective employments with Defendants, Defendants failed to compensate Mr. Macias, Ms. Padilla, and other aggrieved employees for all hours actually worked, resulting in unpaid minimum wages and additional unpaid overtime wages. Specifically, Defendants' manager sent group text messages to Mr. Macias, Ms. Padilla, and other aggrieved employees before and after their scheduled shifts, including messages regarding customer interactions, instructions needed to complete their job duties, and information regarding store performance. Since Defendants' manager messaged Mr. Macias, Ms. Padilla, and other aggrieved employees when they were off-the-clock with information necessary to perform their job duties, Defendants were required to compensate Mr. Macias, Ms. Padilla, and other aggrieved employees for this time. As a result, Defendants required Mr. Macias, Ms. Padilla, and other aggrieved employees to perform work while off-the-clock, and Defendants failed to compensate Mr. Macias, Ms. Padilla, and other aggrieved employees for all minimum and overtime wages owed.

Throughout Mr. Macias' and Ms. Padilla's respective employments, Defendants also failed to provide Mr. Macias, Ms. Padilla, and other aggrieved employees with all legally compliant meal periods due to Defendants' unlawful meal period policies/practices which resulted in meal periods which were late, short, or missed. Further, Defendants failed to compensate the aggrieved employees with meal period premiums at their regular rate of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7. Specifically, Defendants paid non-discretionary bonuses (including "Retention Bonus"), incentive pay, and other forms of pay that cannot be excluded from the regular rate of pay as a matter of law (hereinafter "Incentive Pay"). When Defendants paid meal period premium payments, they paid meal periods premiums at the base hourly rate of pay, rather than at the regular rate of pay after factoring in Incentive Pay. As a result, Defendants failed to compensate the aggrieved employees with an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

Throughout Mr. Macias' and Ms. Padilla's respective employments, Defendants also failed to authorize and permit Mr. Macias, Ms. Padilla, and other aggrieved employees to take all legally compliant rest periods due to Defendants' unlawful rest period policies/practices which resulted in missed rest periods. As with meal period premiums, Defendants failed to compensate the aggrieved employees with an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

Defendants required Mr. Macias, Ms. Padilla, and other aggrieved employees to use their cellular phone to communicate with supervisors for work-related purposes but did not reimburse Mr. Macias, Ms. Padilla, and other aggrieved employees for a reasonable portion of their monthly cellular phone bills. As mentioned above, Defendants' manager frequently communicated with Mr. Macias and Ms. Padilla through their cellular phones throughout the workday and after the shop was closed. Defendants' manager sent daily text messages to Mr. Macias, Ms. Padilla, and other aggrieved employees, in group chats, regarding store statistics, incentives, instructions, and urging them to solicit "yelp" reviews

from customers. Despite requiring Mr. Macias, Ms. Padilla, and other aggrieved employees to utilize their personal cellular phones for work purposes, Defendants failed to reimburse these aggrieved employees for all necessary business expenses associated with using their personal cellular phones, in violation of Labor Code § 2802.

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

On approximately June 28, 2023, Mr. Macias sent a written personnel and payroll records request to Defendants. Defendants failed to respond to Mr. Macias' records request within 21 days from the date of the request, in violation of Labor Code § 226(c).

As a result of Defendants' failure to pay all overtime wages, minimum wages, sick pay wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Macias, Ms. Padilla, and other aggrieved employees and failed to pay all final wages owed to Mr. Macias, Ms. Padilla, and other aggrieved employees upon their respective separations from employment.

As described above and further supplementing the December PAGA Letter, June Supplemental PAGA Letter, and January PAGA Letter, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order 9-2001 ("Wage Order 9"):

Overtime Wage Violations

Defendants were required to properly pay Mr. Macias, Ms. Padilla, and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 9. Wage Order 9, § 3 requires an employer to pay an employee "one and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Mr. Macias, Ms. Padilla, and other aggrieved employees to work overtime hours but did not compensate Mr. Macias, Ms. Padilla, or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes Defendants' failure to pay Mr. Macias, Ms. Padilla, and other aggrieved employees for all hours worked including, but not limited to, all hours they

were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 9. Wage Order 9 § 4 and California Labor Code §§ 1182.12 and 1197 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the Industrial Welfare Commission prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

Meal Period Violations

Defendants failed in their affirmative obligation to provide Mr. Macias, Ms. Padilla, and other aggrieved employees with all legally-compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 9, § 11. As a result of the meal period violations, Mr. Macias, Ms. Padilla, and other aggrieved employees are owed an additional hour of wages for each meal period violation at the employee's regular rate of compensation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided."). Despite Defendants' violations, Defendants did not pay an additional hour of premium pay to Mr. Macias, Ms. Padilla, and other aggrieved employees at their respective regular rates of pay, in accordance with California Labor Code §§ 226.7 and 512.

Rest Period Violations

As described above, Defendants also failed to authorize and permit Mr. Macias, Ms. Padilla, and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 9, § 12. As a result, Mr. Macias, Ms. Padilla, and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

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

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Sick Pay Violations

Defendants are required to pay Mr. Macias, Ms. Padilla, and other aggrieved employees with legally required sick pay at their respective regular rates of pay, as mandated by Labor Code § 246. However, Defendants failed to incorporate Incentive Pay into the rate of pay used for purposes of paying sick pay, resulting in sick pay paid at rates that were less than Mr. Macias', Ms. Padilla's, and other aggrieved employees' regular rates of pay.

Record Keeping Violations

Defendants are subject to Labor Code § 226 (c) which states that upon receipt of a written or oral request to inspect or copy records, the employer "shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Labor Code § 226 (f) further provides that "[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer." Although Mr. Macias made a written request pursuant to subdivision (c), Defendants failed to respond within 21 days.

Wage Statement Violations

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

Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. Defendants failed to timely pay Mr. Macias, Ms. Padilla, and other aggrieved employees all final wages due to them at the time of their separation, which includes,

among other things, unpaid overtime and minimum wages, unpaid meal period premium wages, and underpaid sick pay wages. Further, as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Mr. Macias, Ms. Padilla, and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As "aggrieved employees," Mr. Macias and Ms. Padilla have initiated a civil action on behalf of themselves and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Macias' and Ms. Padilla's own investigations, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 204(a)-(e), 510(a)-(c), 558(a)-(e), 1194 and 1198 by failing to pay Mr. Macias, Ms. Padilla, and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 204(a)-(e), 1182.12(a)-(d), 1194, 1194.2(a)-(c), 1197, and 1198 by failing to pay Mr. Macias, Ms. Padilla, and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Defendants violated Labor Code §§ 226.7(a)-(f), 512(a)-(g), 558(a)-(e), and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Macias, Ms. Padilla, and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code §§ 226.7(a)-(f), 516(a)-(b), and 558(a)-(e) by failing to authorize and permit Mr. Macias, Ms. Padilla, and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Mr. Macias, Ms. Padilla, and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Defendants violated Labor Code §§ 2802(a)-(d) and 2804 by failing to reimburse Mr. Macias, Ms. Padilla, and other aggrieved employees for all work-related expenses incurred;
- f. Defendants violated Labor Code § 246(a)-(r) by failing to pay sick pay at the regular rate of compensation;

- g. Defendants violated Labor Code § 226(a)-(j) by failing to respond to Mr. Macias, Ms. Padilla, and other aggrieved employees' written requests to inspect their employment records;
- h. Defendants violated Labor Code § 226(a)-(j) by failing to furnish Mr. Macias, Ms. Padilla, and other aggrieved employees with accurate and compliant itemized wage statements;
- i. Defendants violated Labor Code §§ 201(a)-(d), 202(a)-(d), and 203(a)-(b) by failing to timely pay all final wages due to Mr. Macias, Ms. Padilla, and other aggrieved employees;
- j. Defendants violated Labor Code § 204(a)-(e) by failing to pay Mr. Macias, Ms. Padilla, and aggrieved employees all wages earned at least twice during each calendar month; and
- k. Defendants violated Labor Code §§ 558(a)-(e) and 1174(a)-(d) by failing to maintain accurate records on behalf of Mr. Macias, Ms. Padilla, and aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

Enclosure

cc: Team Car Care, LLC c/o 1505 Corporation, CT Corporation System, 330 N Brand Blvd, Glendale CA 91203-2336 (via certified mail); Team Car Care West, LLC (US) c/o 1505 Corporation, CT Corporation System, 330 N Brand Blvd, Glendale CA 91203-2336; Defendants, c/o Summer Young-Agriesti and Ana Thomas, Young-Agriesti & Thomas, LLP, counsel for Defendants (via certified mail).