

Harut Voskanyan, Esq., State Bar No. 327888
HVoskanyan@Voskanyanlaw.com
Voskanyan Law Firm, PC.
303 N Glenoaks Boulevard, Suite 200
Burbank, California 91502
Telephone No.: (213) 296-2681
Facsimile No.: (213) 296-2691

Attorneys for Plaintiff JULIANNA PADILLA

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

Assigned for all purposes to:
Hon. Steven Cochran, Dept. 16

DECLARATION OF HARUT VOSKANYAN
IN SUPPORT OF MOTION FOR APPROVAL
OF PAGA SETTLEMENT

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. I am an attorney at law, duly authorized to practice law before all of the courts of the State of California, and am the attorney of record for Plaintiff Julianna Padilla (“Plaintiff Padilla”) in this matter. I am familiar with the files, pleadings, and facts in this matter and could and would competently testify to the following facts on the basis of my own personal knowledge.

3. I began practicing law in December of 2019. I graduated from Southwestern Law School in 2019, where I contributed to editing articles that focused on international and comparative law as the Associate Editor of the Southwestern Journal of International Law Honors Program. At Southwestern Law School, I was also recognized for having the highest grade in the Civil Trial course and awarded the Witkin Award for Academic Excellence. While I was a law student, I began working for Shegerian & Associates, Inc. as a Law Clerk. Shegerian & Associates, Inc. is recognized as one of the top employment law firms representing plaintiffs in the State of California. While working as a Law Clerk at Shegerian & Associates, Inc., I was drafting and opposing various motions including summary judgment motions, motions to compel arbitration, trial briefs, motions *in limine*, among others. After graduating from Southwestern Law School and passing the California Bar Exam, I became an Associate Attorney at Shegerian & Associates, Inc. As an Associate Attorney at Shegerian & Associates, Inc., I litigated labor and employment claims such as wrongful termination of employment, sexual harassment, retaliation, and discrimination cases in both state and federal court, including cases based on violations of the FEHA, CFRA, and FMLA, as well as violations of the California Labor Code. Around August 2020, I established Voskanyan Law Firm, PC and have mostly practiced labor and employment law. From August 2022 to the present, I serve as a Board Member for the Los Angeles City College's Paralegal Program's Advisory Committee. I have also been a member of the California Attorneys Association of Los Angeles (CAALA).

4. On April 2, 2024, my office filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. on behalf of Plaintiff Julianna Padilla against Defendants Team Car Care, LLC and Team Car Care West, LLC (“Defendants”), thereby initiating the

1 action entitled *Julianna Padilla v. Team Car Care, LLC, et al.*, Riverside County Superior Court Case
2 No. CVRI2401719 (the “*Padilla* Action”). To help facilitate the settlement approval process, Plaintiff
3 Padilla agreed to consolidate her claims against Defendants with Plaintiff Paul Macias (collectively with
4 Plaintiff Padilla, “Plaintiffs”) in the above-entitled action and seek approval of the settlement in this
5 matter. Accordingly, Plaintiffs filed a First Amended Complaint in the above-entitled action, effectively
6 consolidating the actions, on July 29, 2025.

7 5. Plaintiff Padilla has satisfied the prerequisites under California Labor Code section 2699.3(a),
8 including, and not limited to, providing the California Labor and Workforce Development Agency
9 (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code
10 that are alleged to have been violated, including the facts and theories to support the alleged violations,
11 by way of written correspondence on January 31, 2024 (“PAGA Notice”). The PAGA Notice was sent
12 by U.S. Certified Mail to the employer and submitted to the LWDA by way of online submission on the
13 LWDA’s website. The LWDA did not respond to the PAGA Notices. A true and correct copy of the
14 PAGA Notice is attached hereto as “**EXHIBIT 1.**”

15 6. I have been actively engaged in the litigation of the *Padilla* Action since before its inception,
16 which commenced on April 2, 2024. I have fully and actively participated in the litigation process
17 throughout the pendency of these matters, and since joining forces with Haines Law Group, APC and
18 Asaf Law, APC, I have worked cooperatively with them to strategize and resolve the cases, and my work
19 with them has been a coordinated and combined effort. Together, Voskanyan Law Firm, PC, Haines Law
20 Group, APC, and Asaf Law, APC are referred to as “PAGA Counsel.”

21 7. Before initiating the lawsuit on behalf of Plaintiff Padilla, I conducted extensive investigation
22 and research into the facts and circumstances underlying the pertinent factual and legal issues and
23 applicable law. This required thorough discussions and interviews between myself and Plaintiff Padilla,
24 and research into the various legal issues involved in the case, namely, the current state of the law as it
25 applied to off-the-clock theory, meal and rest periods, wage-and-hour enforcement, Plaintiff Padilla’s
26 claims, and Defendant’s defenses. After conducting initial investigations, I determined that Plaintiff
27 Padilla’s claims were well-suited for representative adjudication owing to what appeared to be a common
28 course of conduct affecting a similarly situated group of current and former hourly-paid, non-exempt

1 employees who worked for Defendant within the State of California, who were not properly compensated
2 for, *inter alia*, all hours worked, non-compliant meal and rest periods, and unreimbursed business
3 expenses.

4 8. The Settlement provides, and PAGA Counsel seek, attorneys' fees in the amount of
5 \$130,666.67, which is 33.3333333% of the Gross Settlement Amount of \$392,000.00. I believe the
6 attorneys' fees sought are commensurate with: (1) the risks that PAGA Counsel took in commencing the
7 actions; (2) the time, effort, and expense that PAGA Counsel dedicated to the actions; (3) the skill and
8 determination that PAGA Counsel have shown; (4) the results that PAGA Counsel have achieved
9 throughout the litigation; (5) the value of the settlement that PAGA Counsel have achieved in the actions;
10 and (6) the other cases that PAGA Counsel have turned down in order to devote their time and efforts to
11 this matter.

12 9. My billing rate is \$700 per hour. As of the date of this declaration, I have spent at least 55.70
13 hours working on this matter. Thus, my current lodestar for this matter is at least \$38,990. A true and
14 correct copy of a report detailing the time I have expended on this matter as of the date of this declaration
15 is attached hereto as "**EXHIBIT 2.**"

16 10. The Settlement provides for Representative Enhancement Payments in an amount not to
17 exceed \$5,000.00 each for Plaintiffs (totaling \$10,000.00). The contemplated enhancement award is fair
18 and appropriate in light of the time and effort that Plaintiff Padilla expended to pursue the case. Plaintiff
19 Padilla was available whenever counsel needed her, actively tried to obtain and provide information, and
20 spent a substantial amount of time and effort providing the facts and evidence necessary to facilitate
21 prosecution of the case. Accordingly, it is appropriate and just for Plaintiffs to receive a reasonable
22 enhancement award for their services in the cases, in addition to their individual settlement payments
23 under the Settlement.

24 11. In litigating the *Padilla* Action, my firm has incurred costs in the total amount of \$1,757.47,
25 as reflected in "**EXHIBIT 3**" attached hereto.

26 ///

27 ///

28 ///

1 12. I submit that the Settlement is fair, reasonable, and adequate. In addition, the Settlement is in
2 the best interests of Plaintiffs, the State of California, and Aggrieved Employees.

3 I declare, under penalty of perjury under the laws of the State of California, that the foregoing is
4 true and correct.

5 Executed on this 14th day of August, 2025, in Burbank, California.

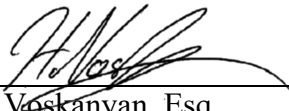
6
7 By: _____
8 Harut Voskanyan, Esq.
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

VOSKANYAN LAW FIRM, PC.

January 31, 2024

Via Certified Mail & Return Receipt Requested, Online and Electronic Submission
(9589 0710 5270 1019 4619 57)

PAGAFilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

Re: TEAM CAR CARE, LLC and TEAM CAR CARE WEST, LLC, et al.

Dear Representative:

My office has been retained to represent Ms. Julianna Padilla (“Ms. Padilla”) against Team Car Care, LLC and Team Car Care West, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-25 as an “Employer” or person acting on behalf of an “Employer” pursuant to California Labor Code section 558.1, and DOES 26-50 for violations of California wage-and-hour laws (hereinafter collectively referred to as “Team Car Care”).

Ms. Padilla is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“PAGA”) claim on a representative basis. Therefore, Ms. Padilla may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

TEAM CAR CARE, LLC is a Delaware Limited Liability Company headquartered at 105 Decker Ct, Ste 900, Irving, TX 75062.

TEAM CAR CARE WEST, LLC is a Delaware Limited Liability Company headquartered at 105 Decker Ct, Ste 900, Irving, TX 75062.

TEAM CAR CARE employed Ms. Padilla as a Technician on an hourly basis within one year of the date of this letter (until on or about October 17, 2023) in the State of California. TEAM CAR CARE directly controlled the wages, hours and working conditions of Ms. Padilla’s employment.

The “aggrieved employees” that Ms. Padilla may seek penalties on behalf of are all current and former salary-paid-exempt, salary-paid-nonexempt, hourly-paid and non-exempt employees of TEAM CAR CARE within the State of California.

TEAM CAR CARE failed to properly pay its salary-paid-exempt, salary-paid-nonexempt, hourly-paid and non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Padilla has standing to pursue penalties on behalf of the state for violations affecting all of the aggrieved employees at TEAM CAR CARE, regardless of their classification, job title, or locations.

TEAM CAR CARE has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code section 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Padilla and/or other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. TEAM CAR CARE failed to compensate Ms. Padilla and/or other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. TEAM CAR CARE also failed to factor non-discretionary bonuses and incentives in aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Ms. Padilla and/or other aggrieved employees were entitled to receive certain wages, including overtime compensation, but they were not paid for all hours (and overtime hours) worked.

California Labor Code section 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, TEAM CAR CARE routinely required Ms. Padilla and/or other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with TEAM CAR CARE policies and expectations, and meet production goals. Further, TEAM CAR CARE failed to authorize and permit Ms. Padilla and/or other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, TEAM CAR CARE failed to compensate Ms. Padilla and/or other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period

quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefrom is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, TEAM CAR CARE failed to pay Ms. Padilla and/or other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code section 201 and 203 and therefore is liable under California Labor Code section 203. Moreover, TEAM CAR CARE is also liable under California Labor Code section 203 because, during the relevant time period, TEAM CAR CARE failed to pay Ms. Padilla and/or other aggrieved employees on a weekly basis as provided in Labor Code section 201.3.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, TEAM CAR CARE did not provide Ms. Padilla and/or other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from TEAM CAR CARE were in violation of California Labor Code section 226(a). The violations include, but are not limited to, failing to provide timely and accurate wages statements with the proper dates of the period for which Ms. Padilla and/or other aggrieved employees were to be paid, including the inaccurate and improper pay date on each of Ms. Padilla's and/or other aggrieved employees' pay stubs.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and day of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (a) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Padilla and/or other aggrieved employees have been denied their wages and/or premium wages, and, therefore, are entitled to penalties.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, TEAM CAR CARE did not provide Ms. Padilla and/or other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 226(b), 226(c) and 432 require that an employer afford current and former employees the right to inspect or copy records pertaining to their employment, upon reasonable request to the employer. The employer who receives a written or oral request to inspect or copy records pursuant to this section shall comply with the request no later than 21 calendar days from the date of the request. Ms. Padilla and/or other aggrieved employees have been denied access to their records pertaining to their employment upon reasonable request.

California Labor Code section 1198.5 provides that every current and former employee, or his or her representative, has a right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date of the employer receives a written request. Ms. Padilla and/or other aggrieved employees have been denied access to their personnel records despite making a reasonable request.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or indirect consequence of his or her obedience to the directions of the employer. During their employment, Ms. Padilla and/or other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by TEAM CAR CARE, including for the use of their personal cellular phones.

We believe that Ms. Padilla and/or other current and former California-based salary-paid-exempt, salary-paid-nonexempt, hourly-paid and non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226(c), 226.3, 226.7, 432, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 2800 and 2802, and/or the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in question and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Padilla will seek these penalties and wages on her own behalf and on behalf of other similarly situated California-based salary-paid-exempt, salary-paid-nonexempt, hourly-paid and non-exempt employees of TEAM CAR CARE within one year of the date of this letter, as allowed by law.

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

Very truly yours,

VOSKANYAN LAW FIRM, PC.

A handwritten signature in black ink, appearing to read 'H. Voskanyan', with a stylized flourish extending from the end.

Harut Voskanyan, Esq.

CC: (Via Certified Mail & Return Receipt Requested) (9589 0710 5270 1019 4619 40)

Team Car Care, LLC

Team Car Care West, LLC

VIA C T Corporation Services

330 N Brand Blvd., Suite 700

Glendale, CA 91203

Agent for Service of Process for Team Car Care, LLC and Team Car Care West, LLC

EXHIBIT 2

Case Name: Padilla v. TCC - Harut Voskanyan Time Log

DATE	ACTIVITY	HRS
01.23.2024	Initial intake consultation of Julianna Padilla (JP)	1.2
01.25.2024	Follow up re Docs for potential case - JP	0.3
01.30.2024	Inform JP accepting case and process of next steps	0.9
01.31.2024	Drafted Personnel File Req and PAGA Notice; Sent out to LWDA and Employer	3.1
04.01.2024	Drafted Complaint and Complaint Packet and Filed	5.2
05.13.2024	Received Copy of Def Answer and Reviewed; Received Def Ntc of Related Cases & Reviewed Cases	2.7
05.15.2024	Sent Intro Email to Def Counsel; Discussed E Service; Provided/Served CMC Notice, etc.	1.7
05.22.2024	Prepared for Call with Def Counsel Re Case; Met and Conferred Telephonically	0.8
05.28.2024	Reviewed Def Counsel Email and Responded Re Mediation; Drafted Joint CMC Statement and Sent to Def Counsel	1.9
05.29.2024	Reviewed Def Counsel's drafted/edited joint CMC statement; accepted edits and made changes; filed Joint CMC	1.2
05.29.2024	Sent Intro Email to Haines Law Group - Related Macias Case Counsel	0.7
06.05.2024	Received and reviewed Arb Agreement Re Padilla	2.1
06.12.2024	Prepared List of Mediation Info and Docs Needed; sent to Def Counsel	0.8
06.12.2024	Prepared for Conf Call and Had Conf Call with Haines Law Group	1.3
06.13.2024	Reviewed Email From Def Counsel re mediation docs/info; responded	0.6
07.10.2024	Prep and follow Up Call with Haines Law Group Re Cases and Potential Co-Counseling	0.9
07.29.2024	Reviewed Emails between Def Counsel and Co-Counsel re global mediation	3.8
09.03.2024	Reviewed Case History & Follow up with Co-Counsel re status of mediation and scheduling	0.7
09.06.2024	Met and Conferred with Co-Counsel and Def Counsel re mediation and pleading status	1.1
10.02.2024	Continued discussing potential mediation with Co-Counsel	0.2
10.16.2024	Confirmed Mediation with All Parties/Counsel with Steven Mehta on March 7, 2025	0.3
02.28.2025	Reviewed/Edited Mediation Brief Draft	4.7
03.03.2025	Discussion with JP re additional docs and info; discussed mediation process again	1.2
03.07.2025	Prepared for and Attended Mediation	9.2
03.11.2025	Discussed with JP mediator's proposal; accepted proposal	0.8
03.26.2025	Reviewed draft MOU prepared by Haines Law	0.9
04.23.2025	Reviewed draft Settlement Agreement	1.8
06.13.2025	Reviewed revisions of draft settlement agreement	0.5
07.29.2025	Discussed Settlement Agreement and terms with JP. Sent JP's signed Settlement Agreement	1.1
08.12.2025	Drafted my declaration in support of approval	1.2
08.13.2025	Spoke with JP and drafted her declaration in support of approval	1.3
8.14.2025	Reviewed draft Motion for Approval papers	1.5
TOTAL		55.7

EXHIBIT 3

Padilla v. Team Car Care, et al.

DATE	DESCRIPTION	COST
01.31.2024	PAGA/LWDA Filing	\$75.00
01.31.2024	Post Office Fees	\$25.20
04.03.2024	Complaint Filing	\$1468.75
04.08.2024	Process Server Fees	\$95.00
05.20.2024	Filing Fee	\$18.75
05.17.2024	Filing Fee	\$14.95
05.30.2024	Filing Fee	\$19.30
08.04.2025	Filing fee	\$17.50
08.05.2025	Filing fee	\$23.02
Total:		\$1,757.47