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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

BRYAN SIERRA, individually, and on
behalf of other aggrieved employees pursuant
to the California Private Attorneys General
Act;

Plaintiff,

vs.

PACIFIC INVESTMENT MANAGEMENT
COMPANY LLC., a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendant.

Case No.: 30-2024-01394912-CU-OE-CXC

Honorable David A. Hoffer
Department CX-103

**DECLARATION OF RYAN SLINGER IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT
AGREEMENT AND RELEASE**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act Settlement
Agreement and Release, Attorneys' Fees and
Costs, General Release Fee, and Settlement
Administration Costs; and Declaration of
Plaintiff (Bryan Sierra) filed concurrently
herewith]

Reservation ID: 74667374
Hearing Date: November 10, 2025
Hearing Time: 9:00 a.m.
Department: CX-103

Complaint Filed: April 18, 2024
Trial Date: None Set

DECLARATION OF RYAN SLINGER

I, Ryan Slinger, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Bryan Sierra (“Plaintiff Sierra”). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Lawyers *for* Justice, PC, sometimes in association with other law firms, has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the

Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases, taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County

Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010) and in New York (since 2013), and she is admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration, e.g., *Betancourt v. Prudential Overall Supply*, 9 Cal.App.5th 439 (Cal. Ct. App., Mar. 7, 2017), cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*, 8 Cal.5th175 (2019). She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She also has extensive experience with class action and/or representative action settlements, and she has handled this process in over three hundred (300) cases. Under her, Edwin Aiwazian and Arby Aiwazian, Lawyers for Justice, PC has handled the class certification and court approval process for hundreds of class action

and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association and, on several occasions, she has been a speaker regarding topics in wage and hour law at the organization’s continuing legal education events.

6. I am a Member of Lawyers *for* Justice, PC. I received my Bachelor of Arts degree from the University of Michigan in 2020, and I earned my Juris Doctor degree from Loyola Law School in 2023. I was admitted to practice law in California in 2023. I am admitted to practice before all courts of the State of California. I have worked on many wage-and-hour class action and PAGA representative cases, and my work on these cases has included preparing pleadings and motions, making court appearances, and drafting and finalizing settlement agreements.

THE SETTLEMENT REACHED IN THE ACTION

7. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General Act Settlement Agreement and Release and marked and attached hereto as “**EXHIBIT 2**” is Amendment No. 1 to the Private Attorneys General Act Settlement Agreement and Release (together, “Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Bryan Sierra (“Plaintiff”), for himself and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendant Pacific Investment Management Company LLC (“Defendant”).

8. The Settlement pertains to the following allegedly aggrieved employees: all current and former non-exempt, hourly paid employees employed by Defendant, who were employed in California during the PAGA Period (“Aggrieved Employees”). The “PAGA Period” means the period from February 13, 2023, through October 31, 2024.

9. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and Defendant with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on February 13, 2024 (“PAGA Notice”). Aside from confirmation of receipt of the PAGA Notice, the LWDA did not respond to the PAGA Notice. A true and correct copy of the PAGA Notice is attached hereto as

1 **“EXHIBIT 3.”**

2 10. Defendant has agreed to pay the gross amount of \$240,000.00 (“Total Settlement
3 Amount”), to settle this matter. The Settlement Agreement provides that the “Net Settlement
4 Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ fees in
5 the amount of \$96,000.00 for attorneys’ fees and \$15,982.81 for reimbursement of litigation
6 costs and expenses (“Attorneys’ Fees and Costs”) to Lawyers *for* Justice, PC (“Plaintiff’s
7 Counsel”); (2) General Release Fee in the amount of \$10,000.00 to Plaintiff; and (3) Settlement
8 Administrator Costs of up to \$4,000.00 to the Settlement Administrator. Assuming that these
9 amounts are approved by the Court, the Net Settlement Amount is estimated to be approximately
10 \$114,017.19. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved
11 Employees pursuant to California Labor Code section 2699(i): 75% of the Net Settlement
12 Amount will be distributed to the LWDA, which is estimated to be \$85,512.89 (“LWDA
13 Payment”), and 25% of the Net Settlement Amount, which is estimated to be \$28,504.30, will be
14 distributed to the Aggrieved Employees on a *pro rata* basis based on the number of pay periods
15 worked by each Aggrieved Employees (“Employees’ Portion”). The parties have agreed to retain
16 Simpluris, Inc. (“Simpluris” or “Settlement Administrator”) to handle the administration of the
17 Settlement, and the Court is respectfully requested to appoint Simpluris to serve as the
18 Settlement Administrator. The Settlement Administrator Costs are estimated not to exceed
19 \$4,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

20 **THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL**

21 11. The effectiveness of Lawyers *for* Justice, PC in prosecuting this case has
22 translated into tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of
23 California in the following respects: (1) their recoveries over a reasonably short period of time as
24 opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed
25 result that compares favorably with other similar representative action settlements; and (3)
26 significant savings in fees and costs which would have only increased significantly had the case
27 progressed through trial and/or appeals.

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1 12. After engaging in extensive investigations, informal discovery, and exchange of
2 information, data, and documents, the parties participated in extensive settlement discussions and
3 negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in
4 a formal mediation on September 17, 2024, conducted by Lynn S. Frank, Esq., a well-respected
5 mediator experienced in mediating complex labor and employment matters. With the aid of the
6 mediator, the Parties reached the Settlement described herein. In the course of mediation and
7 settlement discussions, the parties discussed all aspects of the case, including the risks and delays
8 of further litigation and proceeding with trial, as well as the law relating to representative PAGA
9 actions, off-the-clock theory, meal and rest periods, regular rate of pay claims, and wage-and-
10 hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of
11 discovery and/or trial and appeals, among other things. During all settlement discussions, the
12 parties conducted their negotiations at arm's length in an adversarial position.

13 13. Prior to reaching the Settlement, the parties investigated the veracity, strength,
14 and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted
15 significant investigation and informal discovery and exchange of information, documents, and
16 data regarding the facts of the case, including and not limited to, the review, consideration, and
17 analysis of a large volume of information, documents, and data obtained from Plaintiff,
18 Defendant, and other sources. The information, documents, and data that were reviewed and
19 analyzed by Lawyers for Justice, PC included, and were not limited to, Plaintiff's employment
20 records; a sampling of Aggrieved Employees' time and pay data; Defendant's Employee Guide;
21 Defendant's Benefits Booklet; various forms, agreements, and acknowledgments; and
22 Defendant's operations and employment practices, policies, and procedures, among other
23 documents. Counsel for the parties undertook significant investigation and evaluation of the
24 PAGA claim and related allegations, including, and not limited to, calculating the potential
25 monetary recovery under PAGA. Other work performed by Lawyers for Justice, PC included,
26 but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings,
27 case management, discovery, mediation, and settlement negotiations, among other issues; case
28 strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings,

1 motion-related papers (e.g., with respect to settlement approval motion papers), briefs for
2 settlement negotiations and mediation, and the settlement agreement; propounding and
3 responding to formal discovery; claims evaluation and analysis; preparing for and participating
4 in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for
5 the Parties have further invested time to research the applicable law, which is evolving as it
6 relates to representative PAGA actions, off-the-clock theory, meal and rest periods, wage-and-
7 hour enforcement, Plaintiff's claims, and Defendant's defenses, as well as facts discovered.

8 14. Based on investigation and information discovered, Plaintiff's Counsel believes
9 that there is sufficient evidence to support the allegations that Defendant violated the California
10 Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff
11 will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also
12 recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery.

13 15. Plaintiff and his Counsel have also considered the uncertainty and risk of the
14 outcome of further litigation, including the difficulties and delays inherent in such litigation. In
15 order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in the
16 alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the
17 imposition of penalties.

18 **THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE**
19 **OF POSSIBLE OUTCOMES**

20 16. In order for Plaintiff to prevail on the PAGA claim, he would have to prove that
21 Defendant engaged in the alleged California Labor Code violations and demonstrate that
22 Defendant's conduct warrants the imposition of penalties. Furthermore, although wage-and-hour
23 actions are amenable to resolution as to a group of employees, some courts have also found that,
24 for various reasons, the issues raised by Plaintiff raise individualized issues and/or are not
25 suitable for adjudication as to a group of employees.

26 17. From the inception of this litigation, Defendant indicated that it would
27 aggressively litigate this case and contended that it would ultimately succeed in the action.
28 Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued

1 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
2 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
3 policy and systematic scheme of wage abuse against any of its employees, and that it had, and
4 continues to have, legally-compliant employment policies and practices throughout the time
5 period at issue. Defendant denies that it ever violated any provision of the California Labor
6 Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for
7 representative adjudication for any purpose other than the Settlement.

8 18. Defendant also challenged Plaintiff's standing as aggrieved employees and denied
9 that any of its other employees, with respect to whom Plaintiff seeks to represent, are aggrieved.
10 Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face
11 the possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated*
12 *Transit Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993, 1001 (noting
13 that PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action");
14 *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding
15 that judicial economy supported bifurcation because of the difficulties and inherent uncertainties
16 of being able to establish liability with respect to a large number of potentially aggrieved
17 employees and noted that "PAGA's public purpose would be ill-served if the court finds [the
18 plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.*
19 (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to determine the order of
20 proof in the interest of judicial economy"); see also Cal. Code Civ. Proc. § 598 (The court may
21 "when the convenience of witnesses, the ends of justice, or the economy and efficiency of
22 handling the litigation would be promoted thereby, on motion of a party, after notice and hearing,
23 make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other
24 issue or any part thereof in the case[.]"); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial
25 of any cause of action or of any separate issue in the interest of convenience or to avoid
26 prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to "establish the sequence
27 and timing of discovery for the convenience of parties and witnesses and in the interests of
28 justice"); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and

sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of issues could be rendered moot).

19. Importantly, Defendant also contended that the claims of Plaintiff and other Aggrieved Employees are subject to enforceable agreements. There is uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 596 U.S. 639. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id.* at 693.

20. Defendant pointed to case law that held that, given the derivative nature of the PAGA claim, it would stand or fall based on whether Plaintiff could successfully demonstrate the requisite elements to establish the various alleged violations of the California Labor Code that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*, failure to properly pay wages, failure to provide compliant meal and rest periods, failure to reimburse for expenses, etc.

21. Further, Defendant also maintained that, in addition to its strong arguments against the underlying claims, taking the current unsettled state of law, it would be unjust to award the maximum potential PAGA penalties. There was also a dearth of law and guidance regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly established methodology for the valuation and/or assessment of PAGA penalties, and case outcomes (such as those discussed below) have shown that the actual amount of civil penalties actually assessed by trial courts is far less than the amount sought.

22. Defendant also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is “unjust, arbitrary and oppressive, or confiscatory.” See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). Defendant maintained, and continues to maintain, that it had and continues to have, legally-compliant employment policies and practices throughout the time period at issue. Even if, *arguendo*, such violations occurred, which Defendant denies, Defendant contended that said violations would only be considered “initial violations” and thus heightened “subsequent violation” penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 (“Until the employer has been notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”). Defendant argued that it would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered “willful.” Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendant denied and continues to deny that it ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely

1 to assess cumulative penalties for the maximum number of possible, separate California Labor
2 Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—
3 especially where certain conduct may be regulated by multiple provisions of the California Labor
4 Code that are interrelated and work in tandem. As such, Defendant contended that cumulative
5 penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

6 23. Plaintiff's Counsel was also aware of case law indicating that courts have
7 attributed little separate value to PAGA claims, for example, allowing them to be resolved for \$0
8 where the other underlying California Labor Code claims are being (or have been) resolved, or,
9 assessing much lower amounts of civil penalties against employers than are sought. See e.g.,
10 *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104,
11 1111 (finding that, under Labor Code § 2699(e)(2), "the Court has broad discretion to award
12 PAGA penalties the Court sees fit" and reducing the PAGA penalty award significantly from the
13 maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County
14 Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested,
15 the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517,
16 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA
17 penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation);
18 *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-
19 00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego
20 County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded);
21 *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016
22 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v*
23 *American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no
24 PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015)
25 (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite*
26 *Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court
27 declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx)
28 (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$2,800,000 PAGA

penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

24. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement, capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. As such, at the time that the Parties reached the settlement, and also now, there is uncertainty regarding the PAGA claim.

25. While Plaintiff disagrees with Defendant's contentions and maintains that this PAGA claim has merit, in reaching the settlement, Plaintiff and Plaintiff's Counsel took into account the strengths and weaknesses of each side's position and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal.

26. The Parties had the opportunity to review extensive information, documents, and data regarding Plaintiff's and Aggrieved Employees' employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim (as discussed below). Accordingly, the parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its

1 fairness, adequacy, and reasonableness. The Parties have agreed that this case is well-suited for
2 settlement given the legal issues relating to the PAGA claim, as well as the costs, risks, and
3 delays to both sides that would attend further litigation. The Settlement takes into account the
4 strengths and weaknesses of each side's position and the uncertainty of how the case might have
5 concluded as litigation continued, at trial, and/or upon appeal.

6 **THE VALUE OF THE PAGA CLAIM**

7 27. To assist the Court in its review and consideration of the settlement reached in the
8 above-captioned matter, a discussion of the potential and realistic value of the PAGA claim, is
9 provided below.

10 28. Plaintiff alleges that Defendant has violated the California Labor Code and
11 Industrial Welfare Commission Wage Orders, and thereby has engaged in conduct giving rise to
12 civil penalties recoverable under PAGA, by, *inter alia*, failing to properly pay all wages due,
13 failing to provide compliant meal and rest periods and associated premiums, failing to timely pay
14 wages during employment, failing to timely pay wages upon termination of employment, failing
15 to provide compliant wage statements, failing to maintain requisite payroll records, and failing to
16 reimburse necessary business expenses. Specifically, Plaintiff contends that Defendant required
17 Plaintiff and aggrieved employees to perform work duties off-the-clock before clocking-in and
18 after clocking-out of their scheduled shifts and during meal periods, and to remain on premises
19 during rest periods and perform work. As a result, Plaintiff contends that Defendant did not pay
20 Plaintiff and aggrieved employees all compensation due to them, that meal and rest periods were
21 non-compliant, and that Defendant failed to properly pay premiums for all non-compliant meal
22 and rest periods. Additionally, Plaintiff alleges that Defendant intentionally and willfully failed
23 to pay Plaintiff and aggrieved employees all wages due to them while they were employed by
24 Defendant, within the time period permissible under California law, thereby triggering waiting-
25 time penalties under California Labor Code section 203. Plaintiff contends that, based on the
26 violations described herein, the wage statements provided by Defendant and the payroll records
27 kept by Defendant were inaccurate. Plaintiff contends that Defendant failed to reimburse
28 Plaintiff and the other aggrieved employees for necessary business expenses for work purposes.

29. Plaintiff's Counsel considered Defendant's arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that much of the workforce was exempt, that Defendant correctly paid regular and overtime wages for all hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due, that Plaintiff and aggrieved employees suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other alleged California Labor Code violations, and that Defendant has a practice and procedure for reimbursing employees for necessary business-related expenses and did not require employees to undertake expenses that were not reimbursed. Plaintiff's Counsel conducted a preliminary meal analysis, and it was observed that 97.20% of shifts analyzed were eligible for a meal period, of which approximately 42.46% had a recorded violation and approximately 57.54% did not have a recorded violation (with approximately 30.65% of shifts eligible for a meal period, showing a 30-minute or 60-minute recorded meal period). Plaintiff's Counsel considered that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, departments, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to manageability and the merits of the PAGA claim.

30. Plaintiff's Counsel considered information obtained through investigations and from Plaintiff, Defendant, and other sources, and created violation and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiff's Counsel calculated the potential value of the PAGA claim. However, the potential value of the PAGA claim assumed an exposure based on Plaintiff having proven all elements of the claim and entitlement to civil penalties, despite risks associated with demonstrating manageability, and establishing liability and any underlying California Labor Code violations, and significant additional costs that would have to be incurred in order to establish liability and obtain civil penalties.

31. While Plaintiff's Counsel disagreed with Defendant's arguments and factual contentions, Plaintiff recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation, and risks to recovery, and applied

appropriate discounts for them. Plaintiff's Counsel calculated the potential and realistic value of the PAGA claim as follows:

- a. Failure to Pay Overtime Wages: The potential value of civil penalties was estimated to be \$574,850.00 (185 initial violations x \$50 + 5,656 subsequent violations x \$100). A discount of 70% was applied to account for the risks associated with arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$172,455.00), a discount of 80% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$34,491.00), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$6,898.20).
- b. Failure to Pay Minimum Wages: The potential value of civil penalties was estimated to be \$1,432,500.00 (185 initial violations x \$100 + 5,656 subsequent violations x \$250). A discount of 65% was applied to account for the risks associated with arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$501,375.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$125,343.75), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$25,068.75).
- c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of civil penalties was estimated to be \$574,850.00 (185 initial violations x \$50 + 5,656 subsequent violations x \$100). A discount of 70% was applied to account for the risks associated with arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$172,455.00), a discount of 75% was applied to account for the risks associated

with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$43,113.75), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$8,622.75).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of civil penalties was estimated to be \$574,850.00 (185 initial violations x \$50 + 5,656 subsequent violations x \$100). A discount of 65% was applied to account for the risks associated with arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$201,197.50), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$50,299.38), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$10,059.88).

e. Failure to Timely Pay Wages During Employment and Upon Termination: Plaintiff alleged that, as a result of the above-discussed alleged conduct, Defendant failed to pay Plaintiff and the Aggrieved Employees all wages due to them while they were employed by Defendant, within the time period permissible under California law. These wages included, but were not limited to, minimum, regular, and overtime wages and meal and rest break premium wages. However, arguably, violations of this provision of the California Labor Code overlap with and are already pursued as part of the allegations for the failure to pay wages and meal and rest premiums (which are already discussed herein)—this aspect may cause a court to exercise discretion to not assess separate penalties or to assess significantly reduced penalties. (Cal. Lab. Code § 2699(e)(1)-(2).) Plaintiff also alleged that Defendant failed to pay Plaintiff and the other Aggrieved Employees

all wages due to them upon termination, within the time period permissible under California Labor Code sections 201 and 202. For example, Plaintiff alleged that he and other Aggrieved Employees are entitled to unpaid wages arising from, inter alia, unpaid wages and the failure to properly compensate them for all hours worked, as well as, meal and rest period premiums. The potential value of civil penalties for failure to timely pay wages upon termination of employment was estimated to be \$2,600 (26 violations x \$100). A discount of 70% was applied to account for the risks associated with arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$780.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$195.00), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$39.00).

- f. Failure to Provide Compliant Wage Statements: The potential value of civil penalties was estimated to be \$1,432,500.00 (185 initial violations x \$100 + 5,656 subsequent violations x \$250). A discount of 70% was applied to account for the risks associated with arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$429,750.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$107,437.50), and a discount of 75% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$26,859.38).
- g. Failure to Maintain Payroll Records: The potential value of civil penalties was estimated to be \$92,500.00 (185 aggrieved employees x \$500). A discount of 70% was applied to account for the risks associated with arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to

\$27,750.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$6,937.50), and a discount of 80% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$1,387.50).

h. Failure to Reimburse Necessary Business Expenses: The potential value of civil penalties was estimated to be \$1,149,700.00 (185 initial violations x \$100 + 5,656 subsequent violations x \$200). A discount of 70% was applied to account for the risks associated with arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to \$344,910.00), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to \$86,227.50), and a discount of 75% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to \$21,566.88).

32. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiff's allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative basis is clear-cut, which is why the parties elected to settle this matter. Plaintiff's Counsel considered the defenses asserted, information and evidence obtained, and circumstances in this case, which posed risks to representative adjudication and monetary recovery. Plaintiff's Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed.

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ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL

33. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$96,000.00, which represents approximately 40% of the Total Settlement Amount. Pursuant to the contingency-fee agreements entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to contingency-fees of at least 40% of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has achieved in the case; and (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to this case.

34. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of **170 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 4**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the case.

35. The work performed in this particular case, the background of Lawyers for Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support a reasonable blended hourly rate of compensation of at least \$850 for work performed by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least \$850 per hour for legal services performed, by courts granting approval

of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of \$845.64.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

36. The Settlement provides for reimbursement of litigation costs and expenses of up to \$30,000.00. Lawyers for Justice, PC seeks reimbursement of \$15,982.81 for litigation costs and expenses incurred in this case, as reflected in the Case Cost Detail attached hereto as "EXHIBIT 5." It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount (\$30,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The costs savings of \$14,017.19 will be part of the Net Settlement Amount.

PLAINTIFF'S INCENTIVE PAYMENT

37. For his broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the Settlement provides a \$10,000.00 General Release Fee to Plaintiff to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair

1 and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work
2 to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped
3 into the shoes of the State of California and undertook the responsibilities of serving in a
4 representative capacity. Plaintiff has spent a substantial amount of time and effort discussing
5 their employment with their counsel, gathering and producing relevant documents and
6 information, and providing the facts and evidence necessary to attempt to prove the allegations.
7 Plaintiff was available whenever his counsel needed him and actively tried to obtain and provide
8 information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate
9 and just for Plaintiff to receive his General Release Fee, in addition any individual penalties
10 payment he will receive as an aggrieved employee.

11 38. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA
12 statute, is within the accepted range of recoveries for this type of litigation, and is fair,
13 reasonable, and adequate given the substantial monetary benefits provided for by the Settlement,
14 the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty
15 associated with continued litigation.

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

18 Executed this 25th day of September 2025, at Glendale, California.

19
20 
21 Ryan Slinger

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Bryan Sierra (“Plaintiff”), for himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Pacific Investment Management Company LLC (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately October 2022 to approximately August 2023;

(b) On February 13, 2024 Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, 4-2001, thereby initiating LWDA Case Number LWDA-CM-1010774-24 (the “PAGA Notice”);

(c) On April 18, 2024, Plaintiff filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendant, entitled Bryan Sierra v. Pacific Investment Management Company LLC, Orange County Superior Court Case No. 30-2024-01394912-CU-OE-CXC (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On September 17, 2024, the Parties mediated the Action with Lynn S. Frank, Esq. and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(e) There has been no determination on the merits of the Action or the PAGA Notice but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Action and Released Claims (as defined in Section 8(a) below).

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Two Hundred Forty Thousand Dollars and No Cents (\$240,000.00) (the "Total Settlement Amount") to resolve the Action and Released Claims (as defined in Section 8(a) below), subject only to the potential pro-rata increase as described in Section 3(b) below. The Total Settlement Amount will be paid as follows:

(1) Attorneys' Fees and Costs: Attorneys' fees in the amount of Forty Percent (40%) of the Total Settlement Amount, which is Forty-Eight Thousand Dollars and Zero Cents (\$48,000.00) if the Total Settlement Amount remains \$240,000.00, and reimbursement of litigation costs and expenses in the amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendant will not contest.

(2) General Release Fee: A general release fee of up to the amount of Ten Thousand Dollars and No Cents (\$10,000.00) ("General Release Fee") to Plaintiff, which Defendant will not contest.

(3) Settlement Administration Costs: Costs and expenses of administration of the Settlement up to the amount of Four Thousand Dollars and No Cents (\$4,000.00) ("Settlement Administration Costs") to Simpluris (the "PAGA Settlement Administrator").

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former non-exempt, hourly paid employees employed by Defendant, who were employed in California during the PAGA Period (the "Aggrieved Employees"). The period from February 13, 2024, through October 31, 2024, is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(b) Defendant represents that there are no more than 6,000 Pay Periods worked during the PAGA Period. In the event the number of Pay Periods during the PAGA Period increases by more than 5%, or 300 Pay Periods the Total Settlement Amount shall be increased by the number of Pay Periods greater than 6,300 multiplied by the Pay Period Value (approximately \$40 a Pay Period). Alternatively, the PAGA Period shall end on the last day on which the Pay Periods do not exceed 6,300, at Defendant's sole discretion.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement this Settlement and terminate the Action pursuant to this Settlement (i.e., to terminate the Action by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Lonnie D. Giamela, Shaun J. Voigt and Sergio C. Ponce of Fisher & Phillips LLP ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to them being filed with the Court, and such comments will be implemented to the extent reasonable.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of Total Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within ten (10) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between February 13, 2023 through October 31, 2024 ("Compensable Pay Periods"), which will be calculated by the PAGA Settlement Administrator based on Defendant's records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period; and (vi) such other information as is necessary for the PAGA Settlement Administrator to calculate Compensable Pay Periods. This information is being provided confidentially to the PAGA Settlement Administrator only, and the PAGA settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of the contact information of the Aggrieved Employees. This information is to be used only to carry out the PAGA Settlement Administrator's duties as specified in this Agreement.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.

(a) Upon Court approval of the Settlement and full payment of the Total Settlement Amount by Defendant to the Settlement Administrator, Plaintiff on behalf of himself and the State of California and Aggrieved Employees will fully and finally release and discharge Defendant and its former, present and future owners, parents, subsidiaries, affiliated companies, and all of their current, former and future officers, directors, managers, executive-level employees, partners, shareholders, agents, successors, assigns, insurers, or legal representatives (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated

premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, 4-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, individual claims under the Fair Employment and Housing Act, retaliation and wrongful termination claims or other claims that may not be released by law.

9. Governing Law and Interpretation.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction

and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

11. **Confidentiality.** The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiries, or have any communication with the press about the fact, amount, or terms of this Settlement. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to this Settlement in any manner that identifies Defendant, including but not limited to any postings on any websites maintained by Plaintiff's Counsel. Neither Plaintiff nor Plaintiff's Counsel will discuss the terms or the fact of the Settlement with third parties other than (1) their immediate family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3) other Aggrieved Employees.

12. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Lynn S. Frank, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: April 28, 2025

Electronically Signed 2025-04-29 01:29:47 UTC - 71.83.188.2452
Nintex AssureSign® 142f80be-da41-4603-b6ff-b2ce0016311f

Bryan Sierra

Pacific Investment Management Company LLC

Date: April 28th, 2025

Rob Shanahan
Name: ROBIN SHANAHAN
Title: CO-CHIEF OPERATING OFFICER



Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: April 28, 2025

Ryan Slinger
Ryan Slinger
Attorneys for Plaintiff Bryan Sierra

FISHER & PHILLIPS LLP

Date: May 9, 2025

Lonnie D. Giamela
Shaun J. Voigt
Sergio C. Ponce
Attorneys for Defendant Pacific Investment Management Company LLC

EXHIBIT A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Bryan Sierra v. Pacific Investment Management Company LLC*, Orange County Superior Court Case No. 30-2024-0139491-CU-OE-CXC

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Bryan Sierra v. Pacific Investment Management Company LLC*, Orange County Superior Court Case No. 30-2024-0139491-CU-OE-CXC (“Action”).

The lawsuit was filed on April 18, 2024 by Bryan Sierra (“Plaintiff”) against his former employer, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on February 13, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, 4-2001, thereby initiating LWDA Case Number LWDA-CM-1010774-24 (the “PAGA Notice”).

Defendant Pacific Investment Management Company LLC (“Defendant”) denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former non-exempt, hourly paid employees employed by Defendant, who were employed by Defendant in California during the PAGA Period (“Aggrieved Employees”). The period from February 13, 2023, through October 31, 2024, is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendant and its former, present and future owners, parents, subsidiaries, affiliated companies, and all of their current, former and future officers, directors, managers, executive-level employees, partners, shareholders, agents, successors, assigns, insurers, or legal representatives.

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, 4-2001.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

COVER LETTER

EXHIBIT 2

Arby Aiwarzian (SBN 269827)
Elizabeth Parker-Fawley (SBN 301592)
Ryan Slinger (SBN 351297)
LAWYERS *for* JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiffs

Lonnie D. Giamela (SBN 228435)
Shaun J. Voigt (SBN 265721)
Sergio C. Ponce (SBN 320032)
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Tel: (213) 330-4500 / Fax: (213) 330-4501

Attorneys for Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

BRYAN SIERRA, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

PACIFIC INVESTMENT MANAGEMENT
COMPANY LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendant.

Case No. 30-2024-01394912-CU-OE-CXC

Honorable Randall J. Sherman
Department CX-105

**AMENDMENT NO. 1 TO THE PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint Filed: April 18, 2024
Jury Trial Date: None Set

1 Plaintiff Bryan Sierra (“Plaintiff”) and Defendant Pacific Investment Management
2 Company LLC (“Defendant”) (together, the “Parties”), pursuant to Section 10 of the Private
3 Attorneys General Act Settlement Agreement and Release (“Original Agreement”) entered
4 into by the Parties on or around May 9, 2025, hereby agree to **amend and supplant** the
5 Original Agreement, as stated herein. Together, the Original Agreement and this Amendment
6 No. 1 to Stipulation of Class Action Settlement and Release are together referred to as the
7 “Settlement,” “Agreement,” or “Settlement Agreement”. The amendments stated herein is
8 incorporated by this reference:

9 **A. Section 3(a)(1) is hereby amended to state as follows:**

10 Attorneys’ Fees and Costs: Attorneys’ fees in the amount of Forty Percent (40%) of the
11 Total Settlement Amount, which is Ninety-Six Thousand Dollars and Zero Cents (\$96,000.00)
12 if the Total Settlement Amount remains \$240,000.00, and reimbursement of litigation costs and
13 expenses in the amount of up to Thirty Thousand Dollars and Zero Cents (\$30,000.00)
14 (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendant will not
15 contest.

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B. Section 3(a)(5) is hereby amended to state as follows:

Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former non-exempt, hourly paid employees employed by Defendant, who were employed in California during the PAGA Period (the "Aggrieved Employees"). The period from February 13, 2023, through October 31, 2024, is the "PAGA Period". The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

DATED: August 28, 2025

LAWYERS for JUSTICE, PC

By: 
Ryan Slinger
Attorneys for Plaintiff

DATED: August 27, 2025

FISHER & PHILLIPS LLP

By: 
Sergio C. Ponce
Attorneys for Defendant

EXHIBIT 3



February 13, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAFilings@dir.ca.gov

Re: PACIFIC INVESTMENT MANAGEMENT COMPANY LLC

Dear Representative:

We have been retained to represent Bryan Sierra against Pacific Investment Management Company LLC (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “PIMCO”) for violations of California wage-and-hour laws. Mr. Sierra seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Mr. Sierra seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

PIMCO employed Mr. Sierra as an hourly-paid, non-exempt employee from approximately October 2022 to approximately August 2023, in the State of California.

The “aggrieved employees” that Mr. Sierra may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, PIMCO has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001.

PIMCO required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries, and arriving to work early to find parking.

California Labor Code sections 510 and 1198 require employers to 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 at one-and-one-half times or double the regular rate of pay, including additional remuneration. During

the relevant time period, Mr. Sierra and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Sierra and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, PIMCO required Mr. Sierra and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, PIMCO failed to pay Mr. Sierra and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, PIMCO failed to pay Mr. Sierra and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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, PIMCO did not provide Mr. Sierra and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from PIMCO were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Sierra and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the

initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Sierra and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Sierra and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Sierra and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Sierra and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, PIMCO failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Sierra and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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, PIMCO did not provide Mr. Sierra and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, PIMCO failed to pay Mr. Sierra and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Sierra and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, PIMCO failed to pay Mr. Sierra and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Sierra and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

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 in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Sierra and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by PIMCO. These costs include, but are not limited to, the use of a personal phone for work-related tasks, and the purchasing and maintenance of clothing in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Mr. Sierra seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in dark ink, reading "Gabriella Sole". The signature is fluid and cursive, with the first name "Gabriella" being more prominent than the last name "Sole".

Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Pacific Investment Management Company LLC
c/o Registered Agent Solutions, Inc.
Agent for Service of Process
720 14th Street
Sacramento, CA 95814

EXHIBIT 4

BRYAN SIERRA V. PACIFIC INVESTMENT MANAGEMENT COMPANY LLC
Orange County Superior Court Case No. 30-2024-01394902-CU-OE-CXC (“CLASS ACTION”)

BRYAN SIERRA V. PACIFIC INVESTMENT MANAGEMENT COMPANY LLC
Orange County Superior Court Case No. 30-2024-01394912-CU-OE-CXC (“PAGA ACTION”)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Bryan Sierra (“Plaintiff”) during the Case	10.50
Investigate, Communicate with, and/or Interview Putative Class Members, Aggrieved Employees, and/or Percipient Witnesses	8.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff’s Claims, Conduct Legal Research and Analysis of All Claims Involved, and Draft Plaintiff’s Class Action Complaint for Damages (filed on April 18, 2024) (Class Action)	7.50
Investigate the Merits of Plaintiff’s Private Attorneys General Act, California Labor Code § 2698, et seq. (“PAGA”) Claim, Conduct Legal Research and Analysis of the PAGA Claim Involved, and Draft Plaintiff’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on April 18, 2024) (PAGA Action)	6.50
Review Court’s Minute Order Re: Chambers Work (filed on April 30, 2024) (Class Action)	0.10

Review Defendant Pacific Investment Management Company LLC's ("Defendant") Notice of Appearance and Posting Complex Fees (served on May 10, 2024) (Class Action)	0.10
Review and Analyze Defendant's Answer and Affirmative Defenses to Plaintiff's Complaint (served on May 31, 2024), and Research Affirmative Defenses in Defendant's Answer (Class Action)	1.10
Review and Analyze Defendant's Answer and Affirmative Defenses to Plaintiff's Complaint (served on May 31, 2024), and Research Affirmative Defenses in Defendant's Answer (PAGA Action)	1.10
Review and Analyze Defendant's Answer and Affirmative Defenses to Plaintiff's Complaint (served on June 27, 2024), and Research Affirmative Defenses in Defendant's Answer (Class Action)	0.20
Review and Analyze Defendant's Answer and Affirmative Defenses to Plaintiff's Complaint (served on June 27, 2024), and Research Affirmative Defenses in Defendant's Answer (PAGA Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Statement (filed on September 26, 2024) (Class Action)	1.20
Review Court's Minute Order Re: Continued Case Management Conference (filed on October 2, 2024) (Class Action)	0.10
Review Court's Minute Order Re: Reassignment and Scheduled Status Conference (filed on October 2, 2024) (PAGA Action)	0.10
Draft Plaintiff's Notice of Change of Address or Other Contact Information (filed on January 17, 2025) (PAGA Action)	0.10
Draft Plaintiff's Notice of Change of Address or Other Contact Information (filed on January 30, 2025) (Class Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Statement (filed on March 14, 2025) (Class Action)	1.20

Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on March 18, 2025) (PAGA Action)	1.10
Review Court's Minute Order Re: Continued Status Conference (filed on March 19, 2025) (Class Action)	0.10
Review Court's Minute Order Re: Continued Status Conference (filed on March 19, 2025) (PAGA Action)	0.10
Review Court's Notice of Case Reassignment (filed on April 28, 2025) (Class Action)	0.10
Review Court's Notice of Case Reassignment (filed on April 28, 2025) (PAGA Action)	0.10
Discovery and Deposition	
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff (served on January 23, 2024)	3.70
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Under the Private Attorneys General Act (served on February 13, 2024)	4.50
Meet with, Draft Correspondence to, and Respond to Correspondence from, Defendant's Counsel	8.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant, and Other Sources Prior to Mediation	45.50
Prepare for Mediation, Including Researching Settlement-Related Issues and Merits-Related Issues, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, and Performing Damages and Penalties Analysis and Calculations (submitted on September 12, 2024)	23.50

Attend Mediation Session (September 17, 2024; via Zoom Video Conference)	12.50
Draft, Review, Revise, Negotiate, and Finalize Memorandum of Understanding (executed on September 19, 2024)	4.50
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on May 9, 2025)	12.50
Draft, Review, Revise, Negotiate, and Finalize Amendment No. 1 to Private Attorneys General Act Settlement Agreement and Release (executed on August 28, 2025)	1.20
Law and Motion	
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, Declaration of Ryan Slinger in Support Thereof, Declaration of Bryan Sierra in Support Thereof, and [Proposed] Order and Judgment	13.50
Total Hours:	170.00

EXHIBIT 5

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Sierra vs. Pacific Investment Management Company LLC

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
12/28/2023	U.S. Postmaster	Postage	\$17.12
4/22/2024	Legal Document Server, Inc.	Attorney Service	\$113.93
4/22/2024	Orange County Superior Court	Complex Filing Fee	\$1,000.00
4/22/2024	Orange County Superior Court	Complaint Filing Fee	\$435.00
5/1/2024	Elite Litigation Support	Attorney Service	\$152.50
6/6/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
6/6/2024	Orange County Superior Court	Document Download Fee	\$7.50
7/17/2024	Lynn S. Frank	Mediation Fee	\$11,000.00
9/30/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
9/30/2024	CPAnalytics	Data Analysis of Sampling of Time Records	\$2,445.00
10/3/2024	Orange County Superior Court	Document Download Fee	\$15.00
1/31/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
3/17/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
Total:			<u>\$15,244.85</u>

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Sierra vs. Pacific Investment Management Company LLC (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
2/13/2024	U.S. Postmaster	Postage	\$8.93
2/13/2024	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
4/22/2024	Legal Document Server, Inc.	Attorney Service	\$44.43
4/22/2024	Orange County Superior Court	Complaint Filing Fee	\$435.00
5/1/2024	Elite Litigation Support	Attorney Service	\$130.00
6/6/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
1/22/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
3/20/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
Total:			<u><u>\$737.96</u></u>