

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Liam A. Hall (SBN 358204)
lhall@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARLOS ZAVALA and GONZALO
MARTINEZ, as an individual and on behalf
of all other aggrieved employees,

Plaintiffs,

vs.

PASO ROBLES TANK, INC., a California
corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. 24STCV03493

*[Assigned to the Hon. Timothy Patrick Dillon,
Dept. SSC-15]*

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

Date: April 30, 2026

Time: 10:00 a.m.

Dept.: SSC-15

Complaint Filed: February 9, 2024

Trial Date: None Set

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I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiffs Zavala and Gonzalo Martinez (“Plaintiffs”) and the Aggrieved Employees in the above-captioned matter. I am a member in good standing of the bar of the State of California and am qualified to practice in this Court. I have personal knowledge of the facts stated in this declaration and would testify competently to them if called upon to do so.

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

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

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

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

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

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

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

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

6. In each year from 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. In each year from 2024-2026, Thomson Reuters recognized me as a “Super Lawyer” in the annual Super Lawyer magazine, an honor awarded to no more than five percent of all attorneys in Southern California each year.

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

8. Defendant Paso Robles Tank, Inc. (“PRT”) is a market leader in the construction of large-scale carbon steel welded tanks and stainless-steel liquid storage tanks for a wide variety of industries.

9. On February 9, 2024, Plaintiff Zavala filed his Class Action Complaint alleging causes of action for: (1) failure to pay overtime and minimum wages, (2) failure to provide meal periods, (3) failure to authorize and permit rest periods, (4) failure to indemnify all necessary business expenses, (5) failure to provide accurate wage statements, (6) failure to pay all wages owed at time of separation of employment, and (7) unfair competition. On that same day, Plaintiff Zavala sent his PAGA notice letter to the LWDA. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff Zavala’s letter to the LWDA. On April 15, 2024, after exhausting his pre-filing PAGA requirements under Labor Code § 2699.3(a)(2)(A), Plaintiff Zavala filed a First Amended Class and Representative Action Complaint in this Court, adding a cause of action for civil penalties under the PAGA. On January 6, 2025, this Court dismissed Plaintiff Zavala’s class

claims without prejudice and stayed the representative PAGA action pending resolution of Plaintiff Zavala's individual claims in arbitration.

10. On July 9, 2024, Plaintiff Martinez sent his notification letter to the LWDA and PRT regarding PRT's alleged Labor Code violations and his intent to pursue a PAGA representative action, as required by Labor Code § 2699.3. Attached hereto as **Exhibit 3** is a true and correct copy of Plaintiff Martinez's letter to the LWDA. On September 13, 2024, Plaintiff Martinez filed his Representative Action Complaint against PRT in Los Angeles County Superior Court, Case No. 24STCV23717, in the matter entitled *Gonzalo Martinez v. Paso Robles Tank, Inc.*, alleging civil penalties under the PAGA based on: (1) minimum wage violations, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) failure to reimburse aggrieved employees for all necessary business expenses, (6) wage statement violations, and (7) failure to pay all final wages due.

11. On August 26, 2025, Plaintiff Zavala, Plaintiff Martinez, and PRT (collectively "the Parties") participated in mediation with Kristin Rizzo, Esq., a well-respected wage and hour mediator. Prior to mediation, PRT produced information and documents pertaining to Plaintiffs and other Aggrieved Employees, including, but not limited to, payroll and timekeeping records for Plaintiffs and a sampling of Aggrieved Employees. Additionally, PRT provided several data points, including the number of Aggrieved Employees and the number of aggregate pay periods worked by Aggrieved Employees during the PAGA Period, and its employee handbook and other written policies in effect during the PAGA Period, in order for Plaintiffs' counsel to investigate Plaintiffs' allegations and value the claims prior to mediation. Plaintiffs conducted a comprehensive analysis and extrapolation of the data produced by PRT to calculate PRT's potential PAGA exposure.

12. During mediation, the Parties vigorously debated Plaintiffs' ability to proceed on a representative basis, the legal basis for Plaintiffs' claims and PRT's defenses, the potential amount of penalties, and the Parties' data analyses and conclusions based thereon. With the assistance of Ms. Rizzo, the Parties agreed to fully and finally resolve both Plaintiffs' representative PAGA claims. Over the following months, the Parties negotiated and finalized the

Settlement now before the Court.

13. As a condition of the Settlement, on March 3, 2026, Plaintiff Zavala filed the operative Second Amended Representative Action Complaint (“SAC”) adding Plaintiff Martinez as a named plaintiff in the Action.

14. A true and correct copy of the fully-executed PAGA Settlement Agreement (“Settlement Agreement”) is attached hereto as **Exhibit 1**. The proposed Explanatory Letter to be mailed to Aggrieved Employees with their settlement payments is attached as **Exhibit A** to the Settlement Agreement. The Settlement provides for a non-reversionary Maximum Settlement Amount of \$350,000.00. After deducting amounts for requested attorneys’ fees (\$116,666.66), litigation costs (\$5,553.56), PAGA Representative Enhancement Payments to each Plaintiff in the mount of \$5,000.00 (for a total of \$10,000.00), and settlement administration costs (\$4,750.00), the Settlement provides for a Net Settlement Amount of approximately \$213,029.78 to be paid to Aggrieved Employees and the California Labor & Workforce Development Agency (“LWDA”). There are approximately 188 Aggrieved Employees, resulting in average payments of approximately \$283.28 to each Aggrieved Employee.

15. Although Plaintiffs steadfastly maintains their claims are meritorious, Plaintiffs acknowledge that there are substantial risks and uncertainty in proceeding to trial. For example, Plaintiffs allege that PRT underpaid them and other Aggrieved Employees due to its alleged unlawful rounding policies/practices. Plaintiffs contend that although PRT’s timekeeping system recorded hours worked to the minute, PRT rounded all time-punches to the nearest quarter-of-an-hour increment, resulting in an underpayment of wages to Aggrieved Employees. However, PRT argues that its timekeeping policies/practices were compliant and always compensated Aggrieved Employees for all hours worked throughout the PAGA Period. PRT further argues that its rounding policies/practices were lawful, since it was both neutral on its face and resulted, over time, in Aggrieved Employees being paid for all hours worked. Additionally, PRT asserts Plaintiffs’ rounding claims are not manageable on a representative basis given the individualized inquiries as to whether Aggrieved Employees were in fact underpaid, or potentially overpaid, for each workday in question, including whether each Aggrieved Employee was performing

1 compensable worked while clocked in.

2 16. With respect to Plaintiffs' meal period claims, Plaintiffs allege that PRT failed to
3 provide legally complaint first meal periods to Aggrieved Employees. Plaintiffs allege they were
4 often provided with late, short, and/or interrupted meal periods due to PRT's meal period
5 policies/practices. For example, Plaintiffs and other Aggrieved Employees frequently took late
6 and short meal periods due to work demands imposed by PRT. In addition, during the PAGA
7 Period, Plaintiffs and Aggrieved Employees were required to punch in and out for their shifts
8 through the ExakTime application on their cell phones. However, most Aggrieved Employees
9 were also instructed not to punch out and in for their meal periods. Instead, PRT automatically
10 deducts 30 minutes from their daily hours worked each workday for a purported meal period,
11 whether or not the Aggrieved Employee took a compliant first meal period. Furthermore,
12 Plaintiffs further allege that Plaintiffs and Aggrieved Employees were not provided with second
13 meal periods when they worked shifts in excess of 10.0 hours in a workday. PRT counters that it
14 maintained compliant written meal period policies throughout the PAGA Period and provided
15 compliant meal periods in line with those policies. PRT further contends that it has always
16 provided Plaintiffs and Aggrieved Employees with the opportunity to take meal periods and is
17 not required to ensure they are taken. With respect to second meal periods, PRT asserts that many
18 Aggrieved Employees choose to waive their second meal periods on shifts over 10.0 hours and
19 under 12.0 hours, as they may do under Labor Code § 512(a), so that they do not need to stay at
20 work for an extra unpaid 30 minutes. Finally, PRT maintains Plaintiff's first and second meal
21 period claims are not suited for representative treatment, since individual inquiries would be
22 needed to assess which Aggrieved Employees, if any, took non-compliant or missed meal periods,
23 how many meal periods were non-compliant or missed, and the reasons why a particular
24 Aggrieved Employee did not take a meal period on a particular shift.

25 17. With respect to Plaintiffs' rest period claims, Plaintiffs alleges that they and other
26 Aggrieved Employees were rarely relieved of all duty during their rest periods. Furthermore,
27 Plaintiffs allege that PRT failed to provide a third rest period during shifts in excess of 10.0 hours.
28 PRT contends that it has maintained and enforced compliant written rest period policies

1 throughout the PAGA Period and has always authorized and permitted employees a 10-minute
2 rest period for each four (4) hours worked, or major fraction thereof, as required under the Wage
3 Order, and that any failure to take rest periods was a result of employee choice rather than any of
4 PRT's policy and/or practice. PRT further argues that Plaintiff's rest period claim is not amenable
5 to representative treatment, since individual inquiries would be required to determine which
6 Aggrieved Employees failed to take rest periods, how many rest periods they failed to take, and
7 the reasons why each employee failed to take rest period(s) on a particular shift. These
8 manageability concerns are especially present with respect to rest period claims, PRT argues,
9 given that rest periods are not, and need not, be recorded.

10 18. With Respect to Plaintiffs' reimbursement claims, Plaintiffs allege that PRT failed
11 to reimburse them and other Aggrieved Employees for all reasonable and necessary work
12 expenditures, including personal cellular phone expenses and use of employee's personal
13 vehicles. In response, PRT maintains that employees were not required to use their personal
14 cellular phones or vehicles as part of their job. PRT further argues that any expenses incurred by
15 employees were extremely minimal, given the wide availability of low-cost cellular phone plans.
16 PRT further contends that this claim would require individual inquiries into whether Aggrieved
17 Employees actually used their personal cellular phones and vehicles for work purposes, how much
18 expense they incurred, whether they submitted a request for reimbursement, and the
19 reasonableness of that expense, thus precluding class certification.

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

1 PRT also maintains that any “derivative” PAGA claims for violations of Labor Code Sections
2 226 would be entirely duplicative and would be unlikely to be awarded in any significant manner
3 by a Court.

4 20. PRT further maintains that even if the Court awarded PAGA penalties for any of
5 the alleged violations, it would substantially reduce the penalties based on the discretionary
6 factors in Labor Code § 2699(e)(2). Indeed, PRT argues, many courts have reduced PAGA
7 penalties drastically where, as here, the employer presented good-faith defenses and attempted to
8 comply with the law.

9 21. Based on data provided by PRT, there were approximately 8,800 Pay Periods
10 worked by the Aggrieved Employees during the PAGA Period. Therefore, assuming that
11 Plaintiffs could prove at least one Labor Code violation in each and every pay period during the
12 PAGA Period, Plaintiffs calculated PRT’s maximum PAGA exposure at approximately \$880,000
13 (8,800 pay periods * \$100 per violation). In light of PRT’s arguments and defenses outlined
14 herein, Plaintiffs discounted that figure by 30% for a risk of losing on the merits and/or not
15 recovering a PAGA penalty in each and every pay period, and by an additional 40% for risk of
16 the Court reducing penalties, to arrive at a realistic exposure of approximately \$369,600. In the
17 face of PRT’s defenses on the merits and the Court’s discretion to reduce PAGA penalties,
18 Plaintiffs felt that the negotiated settlement of \$350,000, which represents approximately 94.6%
19 of Plaintiffs’ reasonably forecasted total recovery, was clearly in the best interests of the LWDA
20 and the Aggrieved Employees and was well within the range of reasonableness.

21 22. The request for administration costs of \$4,750.00 is also fair and reasonable.
22 Phoenix Settlement Administrators (“Phoenix”) was selected because it is an experienced
23 settlement administrator and returned a reasonable bid. Moreover, Phoenix will perform several
24 important functions that are integral to the implementation of the Settlement. As detailed in the
25 declaration of Jodey Lawrence, submitted concurrently with this Motion, Phoenix will perform
26 duties in connection with this Settlement that are integral in effectuating the Settlement and the
27 Notice process. Among other things, Phoenix will calculate each Individual PAGA Payment,
28 update addresses contained in PRT’s data, format and translate the Explanatory Letter, and

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

4 23. My office is requesting attorneys' fees of one-third of the Maximum Settlement
5 Amount (i.e., \$116,666.66). My office has spent considerable time prosecuting this matter,
6 including performing an extensive analysis and extrapolation of the data and information
7 produced by PRT, using this analysis to evaluate Plaintiffs' claims, and drafting a comprehensive
8 mediation brief. My office also attended a full-day mediation, and expended significant effort in
9 preparing settlement documents, this Motion and supporting documents, and will oversee the
10 settlement administration process. Based on my experience in similar wage and hour class and
11 representative PAGA actions in California state courts, fee awards in matters such as this one
12 generally equal about one-third of the gross recovery. In addition, and as explained below and in
13 the accompanying Motion, the requested fee is fair compensation for undertaking complex, risky,
14 expensive, and time-consuming litigation on a purely contingent basis. Given the considerable
15 potential for adverse outcomes in this case, including but not limited to, losing on merits issues,
16 the contingent risk borne by my office in this case was great. Moreover, as discussed below, my
17 office has advanced \$5,553.56 in litigation costs on a contingency basis, which also carried risk
18 because my office would not recoup its costs in the event Plaintiffs did not prevail in this lawsuit.
19 This case also involved nuanced legal issues, including the legality of PRT's timekeeping
20 practices and obligations to "provide" meal periods and "authorize and permit" rest periods, as
21 well as the availability and amount of PAGA civil penalties for the alleged Labor Code violations.
22 PRT was also represented by experienced wage-and-hour litigation counsel. Thus, the requested
23 fee award is fair, reasonable and adequate and should be approved.

24 24. Since undertaking representation of Plaintiffs, my office has dedicated substantial
25 resources to this litigation without receiving any compensation to date. As of the filing of this
26 Motion, my office has incurred \$5,553.56 in costs, including an anticipated \$82.15 cost for the
27 filing and service of this instant motion, as well as \$122.00 anticipated Case Anywhere service
28 fees for March-April 2026. A detailed line-item report of the costs incurred by my office in

connection with this case is attached hereto as **Exhibit 4**. In total, Plaintiffs are requesting reimbursement of \$5,553.56 in total costs. These costs include filing fees, copying costs, and other expenses that were all reasonably incurred and were necessary to further the prosecution of this case on behalf of the State of California and the Aggrieved Employees.

25. In this case, my office has a lodestar of approximately \$141,032.50 without the use of any multiplier, resulting in a *negative* multiplier compared to the \$116,666.66 fee request. Below is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm on this case.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney) (Principal)	\$925	12.8	\$11,840.00
Sean M. Blakely (17th Year Attorney) (Partner)	\$825	87.8	\$72,435.00
Joel M. Gordon (14th Year Attorney) (Former Associate)	\$725	65.7	\$47,632.50
Liam A. Hall (1st Year Attorney) (Associate)	\$400	15.2	\$6,080.00
Firm Paralegals	\$175	17.4	\$3,045.00
Total Lodestar			\$141,032.50

26. Plaintiffs' counsel submits that the billing rates used are reasonable in view of the market rates and the rates at which Plaintiffs' counsel has been approved at in other courts. My firm works exclusively on a contingency fee basis. Mr. Haines' proposed hourly rate of \$925, my proposed hourly rate of \$825, Mr. Gordon's proposed hourly rate of \$725, Mr. Hall's proposed hourly rate of \$400, and the paralegal rate of \$175 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 5**.

27. I believe the requested \$5,000 enhancement payment to each Plaintiff (for a total of \$10,000.00) is reasonable given Plaintiffs' efforts in this case and the risks they undertook on

1 behalf of Aggrieved Employees and the State of California. Plaintiffs provided substantial factual
2 information and documents to counsel, assisted in identifying potential witnesses, and
3 participated in numerous discussions with Plaintiffs' counsel regarding the case. Accordingly, I
4 believe Plaintiffs' requested enhancement payments are reasonable and should be approved.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct. Executed on March 11, 2026, at El Segundo, California.

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10 Sean M. Blakely
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs, Carlos Zavala and Gonzalo Martinez (“Plaintiffs”), and defendant Paso Robles Tank, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendant captioned *Carlos Zavala v. Paso Robles Tank, Inc.*, initiated on February 9, 2024 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Maximum Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant in California between February 9, 2023, and the date the Court enters a Judgment on its Order Approving the PAGA Settlement (the “PAGA Period”).
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession, including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employees’ mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with the Aggrieved Employees.
- 1.7 “Court” means the Superior Court of California, County of Los Angeles.
- 1.8 “Defense Counsel” means JoLynn M. Scharrer of Hunt Ortmann Palffy Nieves Darling & Mah, Inc.
- 1.9 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b)

the Judgment is final. The Judgment is final as of the day the Court enters Judgment.

- 1.10 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.11 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.12 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subdivision (i), to a portion of the Settlement Amount ("the LWDA PAGA Payment").
- 1.13 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.14 “Maximum Settlement Amount” means \$350,000.00 which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 9 below. The Maximum Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payments, and the Administrator’s Expenses Payment.
- 1.15 “Net Settlement Amount” means the Maximum Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Enhancement Payments, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.16 “PAGA Counsel” means Paul K. Haines, Sean M. Blakely, Joel M. Gordon, and Liam A. Hall, the attorneys representing the Plaintiffs in the Action.
- 1.17 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.19 “PAGA Period” means the period from February 9, 2023, to the date the Court enters a Judgment on its Order Approving the PAGA Settlement .

- 1.20 “PAGA” means the Private Attorneys General Act (Lab. Code, §§ 2698. *et seq.*).
- 1.21 “PAGA Notices” means Plaintiff Zavala’s February 9, 2024 letter to Defendant and the LWDA and Plaintiff Martinez’s July 9, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Maximum Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.23 “Paso Robles Tank” means named Defendant Paso Robles Tank, Inc.
- 1.24 “Plaintiffs” means Carlos Zavala and Gonzalo Martinez, the named plaintiffs in the Action.
- 1.25 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26 “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5 below.
- 1.27 “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.
- 1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On February 9, 2024, Plaintiff Zavala commenced this Action by filing a Complaint alleging causes of action against Defendant for violations of the Labor Code on a class-wide basis. On April 15, 2024, Plaintiff Zavala filed a First Amended Complaint adding a cause of action under the PAGA. On September 11, 2024, Plaintiff Martinez filed an arbitration demand with the American Arbitration Association based upon alleged violations of the Labor Code on an individual basis. On September 12, 2024, Plaintiff Martinez filed a Complaint alleging a single cause of action under the PAGA. As a condition of the Settlement, Plaintiff Zavala will file a Second Amended Complaint (“SAC”) adding Plaintiff Martinez as a named plaintiff in the Action. The SAC will be the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged in the Operative Complaint.

- 2.2 Pursuant to Labor Code § 2699.3, subdivision (a), Plaintiffs gave timely written notice of their claims to Defendant and the LWDA by sending the PAGA Notices.
- 2.3 On August 26, 2025, the Parties participated in an all-day mediation presided over by Kristin Rizzo, Esq., which resulted in this Agreement to settle the Action (describe alternative means of negotiation).
- 2.3. Prior to mediation, Plaintiffs obtained, through informal discovery, data regarding the number of non-exempt employees who worked for Defendant in California during the PAGA Period, total pay periods worked during the PAGA Period, and other information from Defendant. Plaintiffs also obtained a random sampling of timekeeping and payroll data for approximately 25% of all Aggrieved Employees from Defendant. Plaintiffs also obtained relevant wage and hour policies, and other relevant data and information from Defendant.
- 2.4 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Maximum Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$350,000.00, and no more as the Maximum Settlement Amount. Defendant has no obligation to pay the Maximum Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Maximum Settlement Amount described in Paragraph 9 below without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Maximum Settlement Amount will revert to Defendant.
- 3.2 Net Settlement Amount. The Administrator will make and deduct the following payments from the Maximum Settlement Amount, in the amounts specified by the Court in the Approval, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:
- 3.2.1 To Plaintiffs: PAGA Representative Enhancement Payments to the Plaintiffs of not more than \$5,000.00 each (totaling \$10,000.00), in addition to any Individual PAGA Payment the Plaintiffs are entitled to receive as Aggrieved Employees. Defendant will not oppose Plaintiffs' request for PAGA Representative Enhancement Payments that do not exceed this amount. If the Court approves PAGA Representative Enhancement Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator

will pay the PAGA Representative Enhancements Payments to the Plaintiffs using IRS Form 1099.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third, which is currently estimated to be \$116,666.66, and PAGA Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment to PAGA Counsel using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$5,000.00, except for a showing of good cause, and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of approximately \$188,333.34 to be paid from the Maximum Settlement Amount, with 75% (\$141,250.00) allocated to the LWDA PAGA Payment and 25% (\$47,083.34) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$47,083.34) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net

Settlement Amount to the Aggrieved Employees. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 188 Aggrieved Employees who worked a total of 8,800 PAGA Pay Periods.
- 4.2 Aggrieved Employee Data. Within 15 days of the Court entering a Judgment on its Order Approving the PAGA Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3 Funding of Maximum Settlement Amount. Defendant shall fully fund the Maximum Settlement Amount by transmitting the funds to the Administrator no later than ninety (90) calendar days after the Effective Date.
- 4.4 Payments from the Maximum Settlement Amount. Within 14 days after Defendant funds the Maximum Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Representative Enhancement Payments, and the PAGA Counsel Fee Payment and PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fee Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1 The Administrator will mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the

date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, along with the explanatory letter, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Maximum Settlement Amount Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notices ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now

know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- 5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

- 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

- 5.3 Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees and PAGA Expenses incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (1)(1)), this

Agreement (Lab. Code, § 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE.

Defendant estimates that the Aggrieved Employees worked approximately 8,800 total pay periods during the PAGA Period. If at the time of approval of the PAGA Settlement, the number of pay periods has increased by 25% or more than 8,800 (i.e., if there are 11,000 or more pay periods) then Defendant has the option to: (1) increase the Maximum Settlement Amount on a proportional basis (e.g., if there was a 27% increase in the number of pay periods, Defendant shall increase the Maximum Settlement Amount by 2%); or (2) cut off the PAGA Period as of the date Aggrieved Employees worked 11,000 pay periods.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, incurred in connection with any enforcement actions.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, and extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for

purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, and/or submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245

To Defendant Paso Robles Tank, Inc.: Hunt Ortmann Palffy Nieves Darling & Mah, Inc.
301 North Lake Avenue, 7th Floor
Pasadena, California 91101

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, that pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Plaintiff Carlos Zavala

(date)

Plaintiff Gonzalo Martinez

(date)

Counsel For Plaintiffs

(date)



Defendant Paso Robles Tank, Inc.

2-2-26

(date)



Counsel For Defendant Paso Robles Tank,
Inc.

02/02/2026

(date)

To Defendant Paso Robles Tank, Inc.: Hunt Ortmann Palffy Nieves Darling & Mah, Inc.
301 North Lake Avenue, 7th Floor
Pasadena, California 91101

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Carlos Zavala (Feb 2, 2026 14:19:58 PST)

Plaintiff Carlos Zavala

Defendant Paso Robles Tank, Inc.

Feb 2, 2026

(date)

(date)

Plaintiff Gonzalo Martinez

(date)

Counsel For Plaintiffs

(date)

Counsel For Defendant Paso Robles Tank,
Inc.

(date)

To Defendant Paso Robles Tank, Inc.: Hunt Ortmann Palffy Nieves Darling & Mah, Inc.
301 North Lake Avenue, 7th Floor
Pasadena, California 91101

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Plaintiff Carlos Zavala

Defendant Paso Robles Tank, Inc.

(date)

(date)



Gonzalo Martinez (Feb 2, 2026 19:10:02 EST)

Plaintiff Gonzalo Martinez

Feb 2, 2026

(date)

Counsel For Plaintiffs

Counsel For Defendant Paso Robles Tank,
Inc.

(date)

(date)

To Defendant Paso Robles Tank, Inc.: Hunt Ortmann Palffy Nieves Darling & Mah, Inc.
301 North Lake Avenue, 7th Floor
Pasadena, California 91101

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

Plaintiff Carlos Zavala

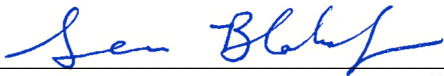
Defendant Paso Robles Tank, Inc.

(date)

(date)

Plaintiff Gonzalo Martinez

(date)



Counsel For Plaintiffs

Counsel For Defendant Paso Robles Tank,
Inc.

February 3, 2026

(date)

(date)

EXHIBIT A

Re: **Carlos Zavala, et al. v. Paso Robles Tank, Inc.**
Superior Court of California Los Angeles County; Case No. 24STCV03493

Date: [REDACTED]/[REDACTED]/2026

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of a lawsuit titled *Carlos Zavala, et al. v. Paso Robles Tank, Inc.*, Los Angeles Superior Court, Case No. 24STCV03493, pending in the Superior Court of the State of California for the County of Los Angeles (the “Action”).

The Action was filed against Paso Robles Tank, Inc. (“Paso Robles Tank”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiffs Carlos Zavala and Gonzalo Martinez (“Plaintiffs”), former employees of Paso Robles Tank, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

In the lawsuit, Plaintiffs claimed that Paso Robles Tank violated the California Labor Code by failing to pay minimum wages, failing to pay overtime wages, failing to provide compliant meal and/or rest breaks, failing to reimburse employees for necessary business expenditures, failing to provide employees with itemized wage statements, and failing to pay all final wages. Paso Robles Tank disputes all of Plaintiffs’ allegations and denies that it engaged in any of the alleged misconduct. The parties have reached a settlement of Plaintiffs’ representative PAGA claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Paso Robles Tank who were allegedly affected by the alleged violations of the Labor Code. In agreeing to enter into this settlement, Paso Robles Tank does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code, or any penalties, and has denied and disputed all of Plaintiffs’ contentions. The Court has not decided the merits of Plaintiffs’ claims or Paso Robles Tank’s defenses.

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

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes all claims under the PAGA that were alleged in, or could have been alleged based on the facts alleged in, Plaintiffs’ complaint in the Action, during the time period February 9, 2023 through <THE DATE OF THE ORDER APPROVING THE PAGA SETTLEMENT> (the “PAGA Period”).

If you have any questions, you can contact Phoenix Settlement Administrators., the Settlement Administrator, at 1-[REDACTED]-[REDACTED].

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

February 9, 2024

VIA LWDA WEBSITE

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

Re: *Carlos Zavala v. Paso Robles Tank, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Carlos Zavala (“Mr. Zavala”) in claims arising from his employment with Paso Robles Tank, Inc.; and Does 1 through 100 (collectively “Paso Robles Tank”). Mr. Zavala is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Paso Robles Tank’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Paso Robles Tanks’ non-exempt employees who worked for Paso Robles Tanks in California during the one year immediately preceding the date of this letter through the present.

Mr. Zavala was employed by Paso Robles Tanks as a non-exempt welder from approximately 2020 through approximately December 2023.

Upon information and belief, Mr. Zavala and other aggrieved employees were asked to download an application to their personal cell phones, ExakTime, in order to clock in and out of their shifts. Upon information and belief, Paso Robles Tanks’ timekeeping system recorded hours worked to the minute; however, Paso Robles Tanks’ timekeeping system resulted in Mr. Zavala and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, Paso Robles Tanks rounded Mr. Zavala’s timekeeping entries in an uneven manner to a quarter of an hour increment, so that, over a period of time, Mr. Zavala was deprived of all earned minimum and overtime wages. Upon information and belief, Paso Robles Tanks’ timekeeping system regularly, systematically, and impermissibly rounded the hours worked by Mr. Zavala and other aggrieved employees in Paso Robles Tanks’ favor, resulting, over a period of time, in the failure to compensate Mr. Zavala and other aggrieved employees for all hours worked. Moreover, Mr. Zavala and other aggrieved employees were not compensated for all time spent traveling to various job sites across Southern California, and were also not compensated for all time

spent traveling between job sites in the same workday; rather, based upon information and belief, they were only paid for time spent working at the job sites. As a result, Mr. Zavala and other aggrieved employees were not compensated for all required minimum and overtime wages.

Paso Robles Tanks failed to provide Mr. Zavala and other aggrieved employees with all legally compliant meal periods due to Paso Robles Tanks' meal period policies/practices, which resulted in missed, late (commencing after the fifth hour of work) and short (less than 30 minutes) first meal periods. Furthermore, Mr. Zavala and other aggrieved employees often worked shifts in excess of 10.0 hours but were not provided a second meal period, due to Paso Robles Tanks' meal period policies/practices, which failed to provide second meal periods for shifts in excess of 10.0 hours. During at least a portion of the relevant time period, Paso Robles Tanks did not require Mr. Zavala and other aggrieved employees to record their meal periods. Instead, upon information and belief, Paso Robles Tanks automatically deducted one (1) hour from the total hours worked for each shift worked regardless of whether the employee took a timely, compliant meal period. On those occasions when Mr. Zavala and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Paso Robles Tanks failed to compensate Mr. Zavala and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Paso Robles Tanks maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

Mr. Zavala and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods due to Paso Robles Tanks' rest period policies/practices, which failed to authorize and permit an off-duty rest period for every four hours worked, or major fraction thereof. Specifically, due to work demands imposed by Paso Robles Tanks, Mr. Zavala and other aggrieved employees were regularly prevented from being relieved of all work duties during required rest periods. Moreover, Mr. Zavala and other aggrieved employees were not authorized and permitted to take a third rest period on shifts in excess of 10.0 hours due to Paso Robles Tanks' rest period policies/practices, which failed to authorize and permit non-exempt employees to take a third rest period on occasions when they worked over 10.0 hours in a workday. On the occasions when Mr. Zavala and other aggrieved employees were not provided with all legally-compliant rest periods to which they were entitled, Paso Robles Tanks failed to compensate Mr. Zavala and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Paso Robles Tanks maintained no payroll code or other mechanism for the payment of rest period premiums as required by Labor Code § 226.7 in the event a legally compliant rest period was not provided to their non-exempt employees.

Paso Robles Tanks also failed to reimburse Mr. Zavala and other aggrieved employees for all necessary business expenses. Specifically, Paso Robles Tanks required

Mr. Zavala and other aggrieved employees to use their personal cellular phones to clock in and out of their work shifts and to communicate with supervisors and foremen; however, Paso Robles Tanks failed to reimburse Mr. Zavala and other aggrieved employees for the costs associated with their cellular phones. Paso Robles Tanks also required Mr. Zavala and other aggrieved employees to use their personal vehicles for business purposes; however, Paso Robles Tanks failed to reimburse Mr. Zavala and other aggrieved employees for mileage incurred. As a result, Paso Robles Tanks failed to reimburse Mr. Zavala and other aggrieved employees for expenses incurred in the course of their employment.

As a result of Paso Robles Tanks' failure to pay all minimum and overtime wages, as well as all meal and rest period premium wages, Paso Robles Tanks maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Paso Robles Tanks' failure to pay all minimum and overtime wages, as well as all meal and rest period premium wages, Paso Robles Tanks failed to timely pay Mr. Zavala and other former non-exempt employees all wages owed at the time of their respective separations from employment.

As described above, Paso Robles Tank committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 1 ("Wage Order 1"):

Overtime Wage Violations

Paso Robles Tank was required to pay Mr. Zavala and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, Paso Robles Tank caused Mr. Zavala and other aggrieved employees to work overtime hours but did not compensate Mr. Zavala and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Zavala and other aggrieved employees were not compensated for all overtime and double-time wages.

Minimum Wage Violations

Paso Robles Tank was required to pay Mr. Zavala and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 1, § 4. As alleged above, Paso Robles Tank failed to conform its pay practices to the requirements of the law by failing to pay

Mr. Zavala and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Paso Robles Tank and/or suffered or permitted to work under the California Labor Code and Wage Order 1. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Zavala and other aggrieved employees were deprived of all required minimum wages.

Meal Period Violations

As alleged above, Paso Robles Tank failed to provide Mr. Zavala and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Mr. Zavala and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Paso Robles Tank also failed to authorize and permit Mr. Zavala and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Mr. Zavala and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, Paso Robles Tank failed to reimburse Mr. Zavala and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones and vehicles for business purposes. Paso Robles Tank’s policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 1, § 9, and Labor Code §§ 2802 and 2804 (“An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.”) Mr. Zavala and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Paso Robles Tank was required to furnish Mr. Zavala and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 1, § 7. As a result of Paso Robles Tank's failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Paso Robles Tank maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Zavala and other aggrieved employees in violation of Labor Code § 226. Paso Robles Tank's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Zavala and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Paso Robles Tank failed to timely pay Mr. Zavala and other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Paso Robles Tank's failure to pay all final wages due to Mr. Zavala and other aggrieved employees was willful and, consequently, entitles Mr. Zavala and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Paso Robles Tank failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Zavala will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Zavala's own investigation, and on information and belief, Paso Robles Tank committed and continues to commit the following Labor Code violations:

- a. Paso Robles Tank violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Zavala and other aggrieved employees all overtime compensation earned;
- b. Paso Robles Tank violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Zavala and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Paso Robles Tank violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Zavala and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

- d. Paso Robles Tank violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Zavala and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Zavala and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Paso Robles Tank violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Zavala and other aggrieved employees for all necessary expenditures incurred;
- f. Paso Robles Tank violated Labor Code § 226 by failing to furnish Mr. Zavala and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Paso Robles Tank violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Mr. Zavala and other aggrieved employees;
- h. Paso Robles Tank violated Labor Code § 204 by failing to pay Mr. Zavala and other aggrieved employees all wages earned at least twice during each calendar month; and
- i. Paso Robles Tank violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Zavala and other aggrieved employees.

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

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Paso Robles Tank, Inc. (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 02/10/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:
9214 8901 9403 8348 3839 35

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 02/09/2024 16:49

ORIGINAL INTENDED RECIPIENT:

PASO ROBLES TANK INC
C/O: SHANE P WOMBLES
3883 WENTWORTH DR
HEMET CA 92545-9746



Mailer: Haines Law Group

Date Produced: 02/13/2024

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8348 3839 35. Our records indicate that this item was delivered on 02/12/2024 at 01:31 p.m. in HEMET, CA 92545. The scanned image of the recipient information is provided below.

Signature of Recipient :

A handwritten signature in black ink, appearing to be "Shane P. Wombles", written over a faint, larger signature.

Address of Recipient :

A handwritten address in black ink: "3883 Wentworth Dr", with "Hemet" written below it.

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

PASO ROBLES TANK INC
C/O: SHANE P WOMBLES
3883 WENTWORTH DR
HEMET CA 92545-9746

Customer Reference Number: C4793085.28773119

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

July 9, 2024

VIA LWDA WEBSITE

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

Re: *Gonzalo Martinez v. Paso Robles Tank, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Gonzalo Martinez (“Mr. Martinez”) in claims arising from his employment with Paso Robles Tank, Inc.; and Does 1 through 100 (collectively “Paso Robles Tank”). Mr. Martinez is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Paso Robles Tank’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Paso Robles Tanks’ non-exempt employees who worked for Paso Robles Tanks in California during the one year immediately preceding the date of this letter through the present.

Mr. Martinez was employed by Paso Robles Tanks as a non-exempt Field Welder Helper from approximately May 2021 through approximately September 2023.

Upon information and belief, Mr. Martinez and other aggrieved employees were asked to download an application to their personal cell phones, ExakTime, in order to clock in and out of their shifts. Upon information and belief, Paso Robles Tanks’ timekeeping system recorded hours worked to the minute; however, Paso Robles Tanks’ timekeeping system resulted in Mr. Martinez and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, Paso Robles Tanks rounded Mr. Martinez’s timekeeping entries in an uneven manner to a quarter of an hour increment, so that, over a period of time, Mr. Martinez was deprived of all earned minimum and overtime wages. Upon information and belief, Paso Robles Tanks’ timekeeping system regularly, systematically, and impermissibly rounded the hours worked by Mr. Martinez and other aggrieved employees in Paso Robles Tanks’ favor, resulting, over a period of time, in the failure to compensate Mr. Martinez and other aggrieved employees for all hours worked. Moreover, Mr. Martinez and other aggrieved employees were not compensated for all time spent traveling to various job sites across Southern California, and were also not compensated for all time

spent traveling between job sites in the same workday; rather, based upon information and belief, they were only paid for time spent working at the job sites. As a result, Mr. Martinez and other aggrieved employees were not compensated for all required minimum and overtime wages.

Paso Robles Tanks failed to provide Mr. Martinez and other aggrieved employees with all legally compliant meal periods due to Paso Robles Tanks' meal period policies/practices, which resulted in missed, late (commencing after the fifth hour of work) and short (less than 30 minutes) first meal periods. Furthermore, Mr. Martinez and other aggrieved employees often worked shifts in excess of 10.0 hours but were not provided a second meal period, due to Paso Robles Tanks' meal period policies/practices, which failed to provide second meal periods for shifts in excess of 10.0 hours. During at least a portion of the relevant time period, Paso Robles Tanks did not require Mr. Martinez and other aggrieved employees to record their meal periods. Instead, upon information and belief, Paso Robles Tanks automatically deducted one (1) hour from the total hours worked for each shift worked regardless of whether the employee took a timely, compliant meal period. On those occasions when Mr. Martinez and other aggrieved employees were not provided with all legally required meal periods to which they were entitled, Paso Robles Tanks failed to compensate Mr. Martinez and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Paso Robles Tanks maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

Mr. Martinez and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods due to Paso Robles Tanks' rest period policies/practices, which failed to authorize and permit an off-duty rest period for every four hours worked, or major fraction thereof. Specifically, due to work demands imposed by Paso Robles Tanks, Mr. Martinez and other aggrieved employees were regularly prevented from being relieved of all work duties during required rest periods. Moreover, Mr. Martinez and other aggrieved employees were not authorized and permitted to take a third rest period on shifts in excess of 10.0 hours due to Paso Robles Tanks' rest period policies/practices, which failed to authorize and permit non-exempt employees to take a third rest period on occasions when they worked over 10.0 hours in a workday. On the occasions when Mr. Martinez and other aggrieved employees were not provided with all legally compliant rest periods to which they were entitled, Paso Robles Tanks failed to compensate Mr. Martinez and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Paso Robles Tanks maintained no payroll code or other mechanism for the payment of rest period premiums as required by Labor Code § 226.7 in the event a legally compliant rest period was not provided to their non-exempt employees.

Paso Robles Tanks also failed to reimburse Mr. Martinez and other aggrieved employees for all necessary business expenses. Specifically, Paso Robles Tanks required

Mr. Martinez and other aggrieved employees to use their personal cellular phones to clock in and out of their work shifts and to communicate with supervisors and foremen; however, Paso Robles Tanks failed to reimburse Mr. Martinez and other aggrieved employees for the costs associated with their cellular phones. Paso Robles Tanks also required Mr. Martinez and other aggrieved employees to use their personal vehicles for business purposes; however, Paso Robles Tanks failed to reimburse Mr. Martinez and other aggrieved employees for mileage incurred. As a result, Paso Robles Tanks failed to reimburse Mr. Martinez and other aggrieved employees for expenses incurred in the course of their employment.

As a result of Paso Robles Tanks' failure to pay all minimum and overtime wages, as well as all meal and rest period premium wages, Paso Robles Tanks maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Paso Robles Tanks' failure to pay all minimum and overtime wages, as well as all meal and rest period premium wages, Paso Robles Tanks failed to timely pay Mr. Martinez and other former non-exempt employees all wages owed at the time of their respective separations from employment.

As described above, Paso Robles Tank committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 1 ("Wage Order 1"):

Overtime Wage Violations

Paso Robles Tank was required to pay Mr. Martinez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." As alleged above, Paso Robles Tank caused Mr. Martinez and other aggrieved employees to work overtime hours but did not compensate Mr. Martinez and other aggrieved employees at one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Martinez and other aggrieved employees were not compensated for all overtime and double-time wages.

Minimum Wage Violations

Paso Robles Tank was required to pay Mr. Martinez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 1, § 4. As alleged above, Paso Robles Tank failed to conform its pay practices to the requirements of the law by failing to pay

Mr. Martinez and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Paso Robles Tank and/or suffered or permitted to work under the California Labor Code and Wage Order 1. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Martinez and other aggrieved employees were deprived of all required minimum wages.

Meal Period Violations

As alleged above, Paso Robles Tank failed to provide Mr. Martinez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Mr. Martinez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Paso Robles Tank also failed to authorize and permit Mr. Martinez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Mr. Martinez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Failure to Reimburse Employees for Necessary Business Expenditures

As alleged above, Paso Robles Tank failed to reimburse Mr. Martinez and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones and vehicles for business purposes. Paso Robles Tank’s policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 1, § 9, and Labor Code §§ 2802 and 2804 (“An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.”) Mr. Martinez and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Paso Robles Tank was required to furnish Mr. Martinez and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 1, § 7. As a result of Paso Robles Tank's failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Paso Robles Tank maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Martinez and other aggrieved employees in violation of Labor Code § 226. Paso Robles Tank's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Martinez and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Paso Robles Tank failed to timely pay Mr. Martinez and other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Paso Robles Tank's failure to pay all final wages due to Mr. Martinez and other aggrieved employees was willful and, consequently, entitles Mr. Martinez and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Paso Robles Tank failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Martinez will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Martinez's own investigation, and on information and belief, Paso Robles Tank committed and continues to commit the following Labor Code violations:

- a. Paso Robles Tank violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Martinez and other aggrieved employees all overtime compensation earned;
- b. Paso Robles Tank violated Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Martinez and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Paso Robles Tank violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Martinez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

- d. Paso Robles Tank violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Martinez and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Martinez and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Paso Robles Tank violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Martinez and other aggrieved employees for all necessary expenditures incurred;
- f. Paso Robles Tank violated Labor Code § 226 by failing to furnish Mr. Martinez and other aggrieved employees with accurate and compliant itemized wage statements;
- g. Paso Robles Tank violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Mr. Martinez and other aggrieved employees;
- h. Paso Robles Tank violated Labor Code § 204 by failing to pay Mr. Martinez and other aggrieved employees all wages earned at least twice during each calendar month; and
- i. Paso Robles Tank violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Martinez and other aggrieved employees.

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

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Paso Robles Tank, Inc. (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 07/10/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8368 9988 67

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 07/09/2024 16:53

ORIGINAL INTENDED RECIPIENT:

PASO ROBLES TANK INC

C/O: SHANE P WOMBLES

3883 WENTWORTH DR

HEMET CA 92545-9746

Mailer: Haines Law Group

Date Produced: 07/17/2024

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8368 9988 67. Our records indicate that this item was delivered on 07/16/2024 at 11:34 a.m. in HEMET, CA 92545. The scanned image of the recipient information is provided below.

Signature of Recipient :



JOSH.

Address of Recipient :

**3883 WENTWORTH DR,
HEMET, CA 92545**

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

PASO ROBLES TANK INC
C/O: SHANE P WOMBLES
3883 WENTWORTH DR
HEMET CA 92545-9746

Customer Reference Number: C5147844.31056942

EXHIBIT 4

March 11, 2026

Carlos Enrique Zavala Aquino

Additional Charges :

		<u>Qty/Price</u>	<u>Amount</u>
1/31/2024	ALL Copying cost for January, 2024.	1 0.25	0.25
2/9/2024	IO Filing fee for LWDA Order #: ORD-000270471 Zavala, Carlos v. Paso Robles Tank	1 75.00	75.00
	IDLC First Legal's filing fee for: Complaint;Civil Case Cover Sheet;Summons Order #: 5612712 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank	1 1,508.55	1,508.55
2/13/2024	IDLC First Legal's filing fee for: Notice of Posting of Jury Fees Order #: 5616256 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank	1 172.15	172.15
2/16/2024	IDLC First Legal's service fee for: Summons and Complaint Order #: 5621662 Process - Branch 3 days Base charge + PDF/Ship + Fuel charge Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank	1 217.62	217.62
2/27/2024	ALL First Legal's filing fee for: Proof of Personal Service Order #: 5631891 Direct E-filing Base charge + Additional charges	1 16.15	16.15

3/11/2026

			<u>Qty/Price</u>	<u>Amount</u>
		Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank		
2/29/2024	ALL	Postage for February, 2024.	1 22.32	22.32
	ALL	Copying cost for February, 2024.	7 0.25	1.75
3/20/2024	ALL	First Legal's filing fee for: Proof of Service (not Summons and Complaint). Order #: 5660093 Direct E-filing Base charge + Additional charges	1 16.15	16.15
		Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank		
3/31/2024	ALL	Postage for March, 2024.	1 1.12	1.12
	ALL	Copying cost for March, 2024.	13 0.25	3.25
4/15/2024	IDLC	First Legal's filing fee for: Amended Complaint Order #: 5692862 Direct E-filing Base charge + Additional charges	1 16.15	16.15
		Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank		
4/30/2024	ALL	First Legal's filing fee for: Proof of Service (not Summons and Complaint) Order #: 5713721 Direct E-filing Base charge + Additional charges	1 16.15	16.15
		Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank		
6/7/2024	ALL	First Legal's filing fee for: Status Conference Statement Order #: 5762789 Direct E-filing Base charge + Additional charges	1 16.15	16.15
		Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank		

3/11/2026

			<u>Qty/Price</u>	<u>Amount</u>
6/18/2024	IDLC	LA County document purchase fee for: Minute Order (Initial Status Conference). Receipt #: PA-2024-276005341 For Zavala, Carlos v. Paso Robles Tank	1 2.00	2.00
7/9/2024	IDLC	Filing fee for: LWDA. Order #: ORD-000298353 For Martinez, Gonzalo v. Paso Robles Tank	1 75.00	75.00
7/25/2024	IDLC	LA County document purchase fee for: Order: Order Authorizing Electronic Service. Receipt #: PA-2024-279906442 For Zavala, Carlos v. Paso Robles Tank	1 5.80	5.80
7/31/2024	ALL	Postage for July, 2024.	1 7.60	7.60
	ALL	Copying cost for July, 2024.	32 0.25	8.00
9/5/2024	ML	Case Anywhere service fee for 6/25/24-8/31/24 Invoice #: 342898 Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank	1 114.78	114.78
9/13/2024	IDLC	First Legal's filing fee for: Complaint;Civil Case Cover Sheet;Summons Order #: 5885367 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge Case#:24STCV23717 Martinez, Gonzalo v. Paso Robles Tank	1 1,508.55	1,508.55
9/23/2024	IDLC	First Legal's filing fee for: Civil Case Cover Sheet Order #: 5897586 Direct E-filing Base charge + Additional charges Case#:24STCV23717 Martinez, Gonzalo v. Paso Robles Tank	1 16.15	16.15
9/30/2024	ML	Postage for September, 2024.	1 5.18	5.18
	ML	Copying cost for September, 2024.	60 0.25	15.00

3/11/2026

		Qty/Price	Amount
10/18/2024	VG First Legal's service fee for: Summons and Complaint AGENT: SHANE P WOMBLES Order #: 5931921 Process - Branch 3 Days Base Charge + PDF / Ship + Fuel Charge Case#:24STCV23717 Martinez, Gonzalo v. Paso Robles Tank	1 213.22	213.22
10/22/2024	VG First Legal's Filing fee for: Proof of Service by Substituted Service Order #: 5936067 Direct E-Filing Base Charge + Additional Charges Case#:24STCV23717 Martinez, Gonzalo v. Paso Robles Tank	1 17.70	17.70
11/25/2024	VG First Legal's Filing fee for: Joint Stipulation to Submit Plaintiff's Individual Claims to Arbitration, Stay Plaintiff's Representative PAGA Claims, Dismiss Class Claims Without Prejudice, Dismiss Representative Claims for Unfair Competition, and Order Mediation; [Proposed] Order;Proof of Service (not Summons and Complaint);Joint Stipulation to Submit Plaintiff's Individual Claims to Arbitration, Stay Plaintiff's Representative PAGA Claims, Dismiss Class Claims Without Prejudice, Dismiss Representative Claims for Unfair Competition, and Order Mediation; [Proposed] Order Order #: 5981554 Direct E-Filing Base Charge + Additional Charges + Adv/Wit Ck + Check Charge Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank	1 38.50	38.50
11/27/2024	VG First Legal's filing fee for: Notice of Continuance Order #: 5986124 Direct E-Filing Base Charge + Additional Charges Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank	1 17.70	17.70
11/30/2024	ML Postage for November, 2024.	1 0.97	0.97
	ML Copying cost for November, 2024.	8 0.25	2.00
12/6/2024	ML Case Anywhere service fee for 9/1/24-11/30/24 Invoice #: 353989 Case#:24STCV03493	1 165.00	165.00

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			<u>Qty/Price</u>	<u>Amount</u>
	Zavala, Carlos v. Paso Robles Tank			
1/13/2025	ML	LA Superior Court Document Purchase fee for Stipulation and Order: Stipulation and Order JOINT STIPULATION TO SUBMIT PLAINTIFF'S INDIVIDUAL PAGA CLAIMS TO ARBITRATION, STAY PLAINTIFF'S REPRESENTATIVE PAGA CLAIMS, ORDER MEDIATION, AND EXTEND DEFENDANT PASO ROBLES TANK, INC.'S TIME TO FILE. Receipt #: PA-2025-297806193	1 4.00	4.00
	For Martinez, Gonzalo v. Paso Robles Tank			
3/5/2025	ML	Case Anywhere service fee for 12/1/2024-2/28/2025 Invoice #: 376686	1 147.00	147.00
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank			
3/21/2025	ML	First Legal's Filing fee for Notice of Continuance;Proof of Service (not Summons and Complaint) Order #: 17164838	1 18.70	18.70
	Case#:24STCV23717 Martinez, Gonzalo v. Paso Robles Tank			
4/4/2025	ML	Case Anywhere service fee for 3/1/25-3/31/25 Invoice #: 390520	1 61.00	61.00
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank			
5/2/2025	ML	Case Anywhere service fee for 4/1/2025-4/30/2025 Invoice #: 402468	1 49.00	49.00
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank			
6/2/2025	ML	Case Anywhere service fee for 5/1/25-5/31/25 Invoice #: 414587	1 49.00	49.00
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank			
7/1/2025	ML	Case Anywhere service fee for 6/1/25-6/30/25 Invoice #: 427040	1 49.00	49.00
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank			
7/21/2025	ALL	First Legal's filing fee for Joint Stipulation to Continue Status Conference re: Arbitration; [Proposed] Order;Proof of Service (not Summons and Complaint); Joint Stipulation to Continue Status Conference re: Arbitration;	1 39.50	39.50

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			<u>Qty/Price</u>	<u>Amount</u>
	[Proposed] Order Order #: 17366045			
	Case#:24STCV23717 Martinez, Gonzalo v. Paso Robles Tank			
8/4/2025	ML	Case Anywhere service fee for 7/1/25-7/31/25 Invoice #: 439551	1 49.00	49.00
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank			
8/22/2025	ML	First Legal's Filing fee for Proof of Service (not Summons and Complaint) Order #: 17416292	1 18.70	18.70
	Case#:24STCV23717 Martinez, Gonzalo v. Paso Robles Tank			
8/26/2025	IO	SMB Parking at LAZ Parking Tower for 2/26/25 mediation Receipt#: 695492258	1 9.00	9.00
	Zavala, Carlos v. Paso Robles Tank			
9/2/2025	ML	Case Anywhere's service fee for 8/1/25 - 8/31/25 Invoice #: 452154	1 49.00	49.00
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank			
9/15/2025	ML	First Legal's filing fee for Joint Notice of Settlement;Joint Notice of Settlement and Stipulation to Continue Status Conference re: Arbitration; [Proposed] Order and Stipulation to Continue Status Conference re: Arbitration; [Proposed] Order;Proof of Service (not Summons and Complaint);Joint Notice of Settlement and Stipulation to Continue Status Conference re:Arbitration; [Proposed] Order Order #: 17450417	1 39.50	39.50
	Case#:24STCV23717 Martinez, Gonzalo v. Paso Robles Tank			
9/30/2025	ML	First Legal's filing fee for Joint Notice of Settlement and Stipulation to Continue Post-Arbitration Status Conference; [Proposed] Order;Proof of Service (not Summons and Complaint);Joint Notice of Settlement and Stipulation to Continue Post-Arbitration Status Conference; [Proposed] Order Order #: 17474485	1 39.50	39.50
	Case#:24STCV03493			

3/11/2026

			<u>Qty/Price</u>	<u>Amount</u>
	Zavala, Carlos v. Paso Robles Tank			
10/1/2025 ML	Case Anywhere's service fee for 9/1/25 - 9/30/25 Invoice #: 464925		1 61.00	61.00
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank			
11/3/2025 ML	Case Anywhere's service fee for 10/1/25-10/31/25 Invoice #: 477898		1 49.00	49.00
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank			
12/1/2025 ML	Case Anywhere's service fee for 11/1/25 - 11/30/25 Invoice #: 490697		1 49.00	49.00
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank			
1/2/2026 ML	Case Anywhere's service fee for 12/1/25-12/31/25 Invoice #: 503673		1 49.00	49.00
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank			
1/6/2026 ML	First Legal's filing fee for Joint Stipulation to Continue Plaintiffs Deadline to File PAGA Approval Motion and Non-Appearance Case Review Proposed Order.docx,Proof of Service (not Summons and Complaint).pdf,Joint Stipulation to Continue Plaintiffs Deadline to File PAGA Approval Motion and Non-Appearance Case Review Proposed Order Order #: 17607544		1 40.55	40.55
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank			
2/2/2026 ML	Case Anywhere's service fee for 1/1/26-1/31/26 Invoice #: 516981		1 61.00	61.00
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank			
2/20/2026 ML	First Legal's filing fee for Proof of Service (not Summons and Complaint).pdf,Joint Stipulation to File Second Amended Complaint Proposed Order.docx,Joint Stipulation to File Second Amended Complaint Proposed Order Order #: 17667662		1 40.55	40.55
	Case#:24STCV03493			

3/11/2026

		<u>Qty/Price</u>	<u>Amount</u>
	Zavala, Carlos v. Paso Robles Tank		
3/2/2026 ML	Case Anywhere's service fee for 2/1/26 - 2/28/26 Invoice #: 530300	1 61.00	61.00
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank		
3/3/2026 AP	First Legal filing fee Second Amended Complaint - Civil Penalties Under PAGA Order number: 1-17680500	1 19.75	19.75
	Case#:24STCV03493 Zavala, Carlos v. Paso Robles Tank		
3/31/2026 ML	Copying cost for March, 2026.	3 0.25	0.75
Total additional charges			<u>\$5,349.41</u>
Balance due			<u><u>\$5,349.41</u></u>

EXHIBIT 5

LAFFEY MATRIX

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

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

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

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

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

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