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9 Attorneys for Plaintiff Kimberly Ann Guzman,
10 individually and on behalf of all others similarly situated

11 **IN THE SUPERIOR COURT OF CALIFORNIA**

12 **COUNTY OF SANTA CLARA**

13 KIMBERLY ANN GUZMAN, individually and
14 on behalf of all others similarly situated,

15 Plaintiff(s),

16 v.

17 TCA WEST, INC.; and DOES 1 through 100,

18 Defendant(s).

Case No. 24CV439120

**DECLARATION OF MANNY STARR IN
SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: April 1, 2026

Time: 1:30 PM

Dept: 19

Reservation Confirmation: BZ9Y4QH3

19 I, Manny Starr, declare as follows:

20 1. I am an attorney law duly admitted to practice before all courts in the State of
21 California and am the managing partner of Frontier Law Center. I am one of the attorneys of record
22 for Plaintiff Kimberly Ann Guzman ("Plaintiff"), on behalf of herself and all aggrieved employees,
23 in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called
24 upon as a witness to testify thereto, I could and would competently do so.

25 **PROCEDURAL HISTORY**

26 2. On March 8, 2024, Plaintiff uploaded a PAGA letter to the LWDA website and sent
27 the letter by certified mail to Defendant TCA West, Inc. ("Defendant"), alleging that Defendant
28

1 violated the Labor Code with regard to meal break violations, rest break violations, violations in
2 regard to unreimbursed business expenses, wage statement violations, and waiting time penalties.

3 3. A true and correct copy of the original PAGA notice letter is attached hereto as
4 **Exhibit 1.**

5 4. On May 15, 2024, Plaintiff filed a Complaint against Defendant alleging failure to
6 provide compliant meal periods, failure to provide compliant rest periods, failure to reimburse
7 business expenditures, wage statement penalties, waiting time penalties, unfair business practices,
8 and civil penalties under the Private Attorneys General Act (“PAGA”).

9 5. A true and correct copy of the Complaint is attached hereto as **Exhibit 2.**

10 6. Thereafter, on July 22, 2025, the Parties participated in a full day of mediation before
11 experienced employment mediator Michael J. Loeb, Esq.

12 7. Prior to the mediation, and in order to work toward a mediated resolution, the Parties
13 produced voluminous documents and data (including, by Defendant, human resources documents
14 and policies, time records, and payroll data during the PAGA Period) which were reviewed,
15 investigated, and analyzed by Plaintiff’s Counsel.

16 8. After the mediation, the Parties were able to reach an agreement to settle Plaintiff’s
17 individual and PAGA representative claims.

18 9. A true and correct copy of the PAGA Settlement Agreement is attached hereto as
19 **Exhibit 3.** The corresponding notice to Aggrieved Employees is attached hereto as **Exhibit 4.**

20 10. Plaintiff is submitting a copy of the Settlement and this motion to the LWDA
21 through the LWDA’s online filing system in conjunction with filing this motion.

22 **FACTS**

23 11. Defendant provides cleaning services to residences across the state of California,
24 including in Santa Clara County, where Plaintiff primarily worked. Plaintiff has worked for
25 Defendant as a House Cleaner from approximately January 2, 2019, to September 10, 2023. At all
26 times during her employment, Plaintiff was a full-time, hourly, non-exempt employee.

27 12. According to Defendant’s records, and extrapolated through the date of mediation, it
28 has employed 178 Aggrieved Employees from March 8, 2023, through July 22, 2025, and that there

1 are paychecks issued for a total of approximately 9,660 pay periods worked for that same time
2 period.

3 13. Defendant denies and continues to deny all of Plaintiff's material allegations and all
4 allegations of wrongdoing arising out of the employment relationship between the Parties, including
5 the Aggrieved Employees. The Parties intend merely to avoid the expense, delay, uncertainty, and
6 burden of continued litigation.

7 14. Counsel for the Parties have further investigated the applicable law as applied to the
8 facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations
9 claimed by Plaintiff. Based on their own independent investigations and evaluations, the Parties and
10 their respective counsel are of the opinion that the Settlement for the consideration and on the terms
11 set forth in this motion are fair, reasonable and adequate and are in the best interests of Plaintiff, the
12 Aggrieved Employees, and Defendant in light of all known facts and circumstances and the risks
13 inherent in litigation.

14 15. The Parties further recognize that the issues presented in the Representative PAGA
15 Claims are likely only to be resolved with extensive and costly pretrial and trial proceedings, and
16 that further litigation will cause inconvenience, distraction, disruption, delay, and expense
17 disproportionate to the maximum potential benefits.

18 16. Plaintiff alleges that Defendant failed to provide compliant meal periods to Plaintiff
19 and the Aggrieved Employees.

20 17. From the start of her employment, Plaintiff was not provided meal breaks at all,
21 whether compliant or not. On her initial daily timesheets, there was no place to even record meal
22 break times. Meal breaks only became mandatory in the final months of Plaintiff's employment;
23 indeed, while Plaintiff's employment with Defendant began in 2019, she did not sign Defendant's
24 new meal break policies until 2022. While the daily timesheets were eventually updated to include
25 meal break times, Plaintiff still occasionally recorded missed and short meal breaks.

26 18. Further, even after Defendant began requiring employees to clock out and in for
27 meal breaks in those final months, the meal breaks were not legally compliant. Crucially,
28 Defendant's own clock policy, again signed by Plaintiff in 2022 alongside the meal break policy,

1 requires the Aggrieved Employees to notify the office and receive approval before taking any break;
2 it is explicitly stated that violations may result in an employee's termination, which directly
3 contradicts the California labor code. Together, these policies created an environment in which meal
4 breaks were on-duty and employees were not relieved of all control.

5 19. Meal breaks, whether compliant or not, were regularly interrupted by calls from
6 management or the back office that Plaintiff was required to take, and Plaintiff was required to stay
7 close to or at the work location in order to effectuate those calls. Plaintiff thus had to remain on call,
8 on premises, and on duty because there was a heavy line of communications from Defendant, she
9 was not free to go where she pleased, and Defendant informed her that she was not allowed to turn
10 her mobile phone off.

11 20. Defendant denies the above claims. Defendant pleads it "authorized and permitted"
12 breaks and contests the uniformity of Plaintiff's claims. Defendant further argued that Plaintiff and
13 Aggrieved Employees were provided with compliant meal breaks. Specifically, Defendant argued
14 that it did not promulgate an unlawful meal break policy. In *Brinker Restaurant Corp. v. Superior*
15 *Court* (2012) 53 Cal.4th 1004, the California Supreme Court held an employer is required only to
16 "provide" breaks, but is not required (and, in its context, simply cannot as a practical matter) to
17 ensure that they are taken.

18 21. Defendant further argued that any late or short meal periods were, at most, sporadic
19 such that even if Plaintiff succeeded in arguing that Defendant did not sufficiently inform its
20 employees of their right to take meal breaks, the resulting inquiries are entirely individual, and
21 would overwhelm any questions representative of all Aggrieved Employees. Separate mini trials
22 would have to determine both liability (i.e., whether Defendant prevented a particular employee
23 from taking meal breaks they knew they were entitled to take) and damages (i.e., how often
24 Defendant prevented a particular employee from taking a meal break).

25 22. Aggrieved Employees faced similar issues with rest breaks as they did with meal
26 breaks: Defendant allegedly failed to provide compliant rest breaks to Plaintiff and the Aggrieved
27 Employees.

28 ///

1 23. While Plaintiff's employment with Defendant began in 2019, she did not sign
2 Defendant's new rest break policies until 2022, and her initial timesheets did not even have a place
3 to record rest breaks. Defendant's rest break policy conflict with its clock policy, which require
4 employees to obtain Defendant's approval before taking a break.

5 24. Plaintiff's rest breaks were consistently missed outright if not short or interrupted,
6 and Plaintiff's rest breaks were on call, on duty, and on premises. Defendant clearly did not audit,
7 verify, or reconcile the timesheets, which contain facially deficient and missed rest breaks, and,
8 Defendant did not rectify these rest break issues by paying the Aggrieved Employees rest break
9 premiums.

10 25. Defendant alleged that Plaintiff's rest period claim was without merit because it
11 maintained a significant number of current employees verified they received compliant rest periods.
12 Defendant further alleged that the Aggrieved Employees were provided with compliant rest periods.
13 Defendant asserted that no documentary evidence demonstrated that Defendant deprived Plaintiff
14 and the Aggrieved Employees of timely and complete rest periods, and that Plaintiff's evidence for
15 this claim was entirely testimonial. Likewise, Defendant argued that Plaintiff will be unable to
16 prevail on her rest break claims because her theory of recovery is not based on facts common to all
17 alleged Aggrieved Employees.

18 26. Defendant argued that Plaintiff's rest period claim was not "likely to prove amenable
19 to class [or representative action] treatment." (Brinker Rest.Corp. v. Superior Court (2012) 53
20 Cal.4th 1004, 1021.) For that reason, Defendant contended that a court would have to conduct
21 Individualized inquiries as to which employees were subjected to the variant rest break policies,
22 these claims are inappropriate for class or representative action treatment. (Duran v. U.S. Bank
23 Nat'l Ass'n (2014) 59 Cal.4th 1, 30–31 ["Unless an employer's uniform policy or consistent
24 practice violates wage and hour laws, California courts have been reluctant to certify class actions
25 alleging misclassification."]).

26 27. Plaintiff alleges Defendants routinely did not update their mileage compensation,
27 thus compensating Plaintiff and the Aggrieved Employees at incorrect rates and failing to comply
28

1 with Labor Code § 2802, which requires employers to indemnify employees for necessary work-
2 related expenses.

3 28. For this claim, Defendant contests willfulness and asserts good faith defenses, and
4 asserts the testimonial nature of evidence of systematic non-payment of reimbursements will make
5 any resulting damages difficult to prove at trial.

6 29. The wage statement violations are derivative of the meal and rest break violations

7 30. Because this claim is purely derivative, defeating liability on the underlying claim
8 also defeats liability on the Wage Statement claim.

9 31. Even if the underlying claim prevails, Defendants could counter that any alleged
10 omission of information from the wage statements was not knowing and intentional, which could
11 negate wage statement penalties.

12 32. Like the wage statement claims, Defendants will likely argue that the failure to pay
13 was not willful, that it disputes that any wages were due, that violations were minimal, and that the
14 Aggrieved Employees were not following company procedure.

15 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

16 33. I have substantial experience in class action and PAGA litigation, particularly in the
17 area of employment law. Over the course of my legal career, I have represented thousands of
18 plaintiffs in employment law litigation, both on an individual and class action basis.

19 34. Based on my experience, I believe that the settlement reached in this matter is fair,
20 reasonable, and adequate.

21 35. The PAGA case settled for \$115,000, which is an excellent result given the inherent
22 risks of litigation, and in light of the facts of this case.

23 36. The Settlement represents a fair, adequate, and reasonable compromise amount for
24 these claims and is in the best interest of Plaintiff and Aggrieved Employees and thus, warrants
25 approval.

26 37. The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable
27 to Defendant, Plaintiff, and the State, especially in light of the current economic climate, and are the
28

1 product of good faith, and informed arms-length negotiations between the Parties consistent with
2 public policy and fully comply with applicable provisions of law.

3 38. Plaintiff and each Aggrieved Employee shall receive a portion of the Aggrieved
4 Employee Payment on a pro-rata basis by the ratio of (i) the number of pay periods worked by the
5 Aggrieved Employee during the release period and (ii) the total number of pay periods worked by
6 all Aggrieved Employees during the release period. The average Aggrieved Employee will receive
7 \$75.84.

8 39. Considering the general risks of litigation, such as the time-value of money,
9 degradation of witness memory over time, inability to find witnesses, etc., Plaintiff is confident that
10 she has achieved an excellent result for the Aggrieved Employees.

11 40. The stated purpose of PAGA is to punish and deter, and PAGA's purpose is
12 effectuated by way of this settlement, with Defendant paying out a sum total of \$115,000 in
13 conjunction with this lawsuit. Therefore, the total amount attributed to PAGA penalties under this
14 settlement of \$115,000 is fair and reasonable.

15 41. This settlement will be uploaded onto the LWDA website at the time of filing the
16 Motion pursuant to the requirement under Labor Code section 2699(s)(2).

17 **ATTORNEY'S EXPERIENCE**

18 42. I have spent significant time researching and pursuing the claims that have been
19 alleged in this action. The Parties engaged in a significant amount of informal discovery and
20 engaged experts. The parties engaged in arm's length negotiations through an experienced
21 employment law mediator. Based on my review of all the documents and information and based on
22 my experience in complex class and representative employment litigation, I believe this settlement
23 to be fair, adequate, and reasonable.

24 43. I was retained based upon a contingency fee arrangement wherein Plaintiff's counsel
25 agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically,
26 had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a significant
27 amount of time, money and other resources without any benefit or return. In addition, had Plaintiff
28

1 failed to prevail in the present case, Defendant would have been able to seek costs in connection
2 with their defense of the case.

3 44. In terms of my experience in this field, I have been named as Class Counsel in
4 several Class Actions, and have been lead counsel in numerous representative PAGA settlements
5 that have been granted approval, including the following:

6 a. *Joshua Albright, et al. v. Loma Linda Shared Services*, Case No.

7 CIVDS1818361: Class action and PAGA case involving failure to pay wages, meal
8 and rest break violations, and failure to indemnify work related expenses;
9 \$600,000.00 settlement; final approval granted;

10 b. *Tri Nguyen v First Alarm Security & Patrol, Inc.*, Case No. 18CV332369:
11 class action and PAGA case on behalf of security guards involving various wage and
12 hour issues; \$7,250,000 settlement; final approval granted;

13 c. *Ronnie McNeal v. Platinum Security, Inc.*, Case No. 19STCV05709: PAGA
14 action on behalf of security guards involving meal and rest break violations and
15 failure to pay wages in a timely manner; \$300,000 settlement; PAGA settlement
16 approved;

17 d. *Mervyn Cole v. Saucey, Inc.*, Case No. BC707895: class action and PAGA
18 case involving misclassification of employees and other wage and hour issues;
19 \$590,000 settlement; final approval granted;

20 e. *James Rushing v. Security Intelligence Specialist Corporation*, Case No. 18-
21 civ-1808, class action and PAGA case on behalf of security guards for breaks and
22 wage statement violations; \$480,000 settlement; final approval granted;

23 f. *Anthony Gaines, et al. v. Triple Canopy, Inc.*, 1 Case No. 9CV345169, class
24 action and PAGA case on behalf of approximately 550 security guards relating to
25 meal and rest break violations and other wage and hour issues; \$2,300,000
26 settlement; final approval granted;

27 g. *Veronica Espinoza v. Sharp HealthCare*, Case No. 37-2018-00034031-CU-
28 OE-CTL, class action and PAGA case on behalf of hospital employees relating to

meal and rest break violations, among other things; \$2,125,000 settlement; final approval granted;

h. *Wendy Navarro Garcia v. Widdicombe Enterprises, Inc.*, Case No. 30-2021-01235358-CU-OE-CXC: Class action and PAGA case involving failure to provide compliant meal and rest breaks, failure to pay overtime at the correct regular rate, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; \$1,200,000 settlement; final approval granted;

i. *Samuel Nudelman v. Heartland Steel Products West LLC*, Case No. STK-CV-UOE-2022-0003348: Class action and PAGA case involving failure to pay overtime at the correct regular rate, unpaid meal and rest period premiums, failure to provide compliant off-premises meal and rest periods, and failure to provide compliant wage statements; \$1,032,500 settlement; final approval granted;

j. *Renee Bullock v. Atria Management Company, LLC*, et al., Case No. CU22-086285: PAGA case involving failure to provide compliant meal and rest breaks, failure to properly account for non-discretionary bonuses in the regular rate of pay for calculating overtime, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; \$1,695,000 settlement; PAGA approval granted;

k. *Robert Anthony Gonzalez v. Golden Gate Bell, LLC*, Case No. MSC21-00956: Class action and PAGA case involving off-the-clock work, failure to reimburse expenses, failure to provide reporting time pay, meal and rest break violations, and various wage statement and penalty claims; \$4,500,000 settlement; final approval granted; and

l. *Raul Antonio Castro v. Clay Lacy Aviation, Inc.*, Case No. 21VECV00304: PAGA case involving various wage and hour violations; \$760,000 settlement; PAGA approval granted.

45. Plaintiff's counsel's rates are reasonable market rates in Southern California and have been reasonably incurred in connection with this litigation.

1 **FEES AND COSTS**

2 46. Plaintiff's counsel represents Plaintiff on a straight contingency basis. Plaintiff
3 counsel's request for \$40,250.00 in attorney fees and \$11,538.00 in litigation costs is fair and
4 reasonable.

5 47. This award is justified here because Plaintiff's counsel achieved a strong result for
6 the Aggrieved Employees and the State while bearing the substantial burdens of contingency
7 representation.

8 48. The requested fee award is justified by the work performed, especially in a matter as
9 complex as the Action, with its extensive number of Parties, Aggrieved Employees, and PAGA Pay
10 Periods and its long procedural history.

11 49. Plaintiff's counsel's collective lodestar is approximately \$49,365 with 109.2 hours to
12 date, including Paralegal time. Plaintiff anticipates that counsel will incur up to another 10-15 hours
13 to appear at the hearing, ensure the settlement receives approval, and comply with the filing of post
14 hearing filings once the settlement is distributed to the aggrieved employees as well as answer any
15 questions any aggrieved employee may have. The costs incurred were necessary to prosecute this
16 case.

17 50. A true and correct copy of Plaintiff's current costs is attached hereto as **Exhibit 5**.

18 51. Plaintiff's counsel requested quotes from several reputable settlement administrators
19 with whom Plaintiff's counsel had previously worked. Plaintiff's counsel chose ILYM Group, Inc.,
20 which was the lowest bidder.

21
22 I declare under penalty of perjury under the laws of California that the above is true and
23 correct. Executed on January 8, 2026, in Woodland Hills, California.

24
25 /s/ Manny Starr
26 MANNY STARR
27
28

EXHIBIT 1



Daniel Ginzburg | Attorney

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March 8, 2024

Via Online Filing

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

Via Certified Mail

TCA West, Inc.
250 Hamilton Avenue
Campbell, CA 95008

Subject: *Kimberly Guzman v. TCA West, Inc.*

Dear Representative:

This office represents Kimberly Ann Guzman (“Plaintiff”) in connection with Labor Code violation claims related to their employment with TCA West, Inc. (“Employer”). Employer can be contacted at:

TCA West, Inc.
250 Hamilton Avenue
Campbell, CA 95008

Plaintiff was subjected to at least one of the Labor Code violations alleged in this letter while employed by Employer. As such, Plaintiff intends to seek PAGA penalties on behalf of herself and all other non-exempt employees of Employer employed in California and who were subjected to any or all of the Labor Code violations referenced herein during the PAGA Period (“Aggrieved Employees”). The PAGA Period begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA Period extends beyond the date of this letter.

This letter is sent pursuant to the requirements of Labor Code section 2699.3. The Labor Code violations being alleged are as follows:

Meal Break Violations

Labor Code section 512 and the applicable Wage Order provides that an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, or more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Meal periods must be uninterrupted, and the employee must be relieved of all duty.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant meal period was not provided.

The Aggrieved Employees' meal breaks were regularly short because they were interrupted by calls from management. Aggrieved Employees had to also cut their breaks short to return on time.

An employer provides compliant meal breaks to its employees "if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break." (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

Here, the Aggrieved Employees were required to remain on call and on duty because there was a heavy line of communications and Aggrieved Employees were not allowed to turn their mobile devices off.

Civil Penalties Applicable to Meal Break Violations

As a result of the above meal break violations, Employer is subject to the civil penalties listed in Labor Code sections 558 and 2699.

Derivative Wage Statement Penalties

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned. As a result of Employers failure to pay all premium pay for missed meal breaks as set forth above, Employer failed to provide the Aggrieved Employees with wage statements which accurately listed all wages earned. Employer is therefore subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Derivative Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all premium pay owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so, and is therefore subject to the civil penalties listed in Labor Code section 2699.

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of

10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant rest break was not provided.

The Aggrieved Employees' rest breaks were regularly missed because rest breaks were never provided.

Civil Penalties Applicable to Rest Break Violations

As a result of the above rest break violations, Employer is subject to the civil penalties listed in Labor Code section 2699.

Derivative Wage Statement Penalties

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned. As a result of Employers failure to pay all premium pay for missed rest breaks as set forth above, Employer failed to provide the Aggrieved Employees with wage statements which accurately listed all wages earned. Employer is therefore subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Derivative Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all premium pay owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so, and is therefore subject to the civil penalties listed in Labor Code section 2699.

Unreimbursed Work Expenses

Labor Code section 2802 requires an employer to "indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties"

Here, the Aggrieved Employees incurred out of pocket expenses in connection with their employment, but these expenses were not reimbursed by Employer. Specifically expenses associated with car usage to travel to cleaning sites such as gas, repairs and maintenance.

Civil Penalties Applicable to Work Expense Violations

As a result of Employer's failure to reimburse all work-related expenses, Employer is subject to the civil penalties listed in Labor Code section 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned and total hours worked. Employer failed to provide wage statements which accurately reflected this information.

Civil Penalties Applicable to Wage Statement Violations

As a result of the wage statement violations detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203).

Because Employer did not pay the Aggrieved Employees all wages owed during their employment, it follows that the Aggrieved Employees were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but intentionally failed to do so.

Civil Penalties Applicable to Waiting Time Penalties

Because of Employer's failure to pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, Employer is subject to the civil penalties listed in Labor Code section 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional facts or theories of liability, they expressly reserve the right to revise these facts and/or add any new claims by amending and/or supplementing this

letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Sincerely,

/s/ Daniel Ginzburg

Daniel Ginzburg

EXHIBIT 2

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7 Attorneys for Plaintiff KIMBERLY ANN GUZMAN,
individually and on behalf of all others similarly situated

8
9 **IN THE SUPERIOR COURT OF CALIFORNIA**
10 **COUNTY OF SANTA CLARA**

11 KIMBERLY ANN GUZMAN, individually and
12 on behalf of all others similarly situated,

13 Plaintiff(s),

14 v.

15 TCA WEST, INC.; and DOES 1 through 100,

16 Defendant(s).

Case No. 24CV439120

COMPLAINT

1. **Failure to Provide Compliant Meal Periods**
2. **Failure to Provide Compliant Rest Periods**
3. **Failure To Reimburse Work-Related Expenses**
4. **Wage Statement Penalties**
5. **Waiting Time Penalties**
6. **Violation of Unfair Competition Law**
7. **Private Attorneys General Act**

20
21 **RELEVANT PARTIES**

- 22 1. Plaintiff KIMBERLY ANN GUZMAN (“Plaintiff”) is an adult resident of Monterey
23 County, California, and was at all times relevant residing in Monterey County, California .
- 24 2. Defendant TCA WEST, INC. (“Defendant”) is a California corporation with its principal
25 place of business located in Santa Clara County, California. Defendant is registered to and does
26 conduct business in the State of California and is subject to the laws of the State of California. All
27 acts and omissions of Defendant employees as alleged herein occurred while they were acting
28 within the course and scope of their employment.

1 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
2 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
3 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
4 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
5 informed and believes, and based on such information and belief alleges, that each of the fictitiously
6 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
7 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
8 and Doe Defendants are collectively referred to as “Defendants”.

9 **JURISDICTION AND VENUE**

10 4. This action is properly filed in Santa Clara County because the acts and omissions that give
11 rise to Plaintiff’s claims took place in Santa Clara County, and Defendants transact substantial
12 business in this County.

13 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
14 alleged herein occurred in Santa Clara County, California and Plaintiff suffered damages from such
15 conduct within Santa Clara County, California.

16 **FACTUAL ALLEGATIONS**

17 6. At all times relevant, Plaintiff was Defendants’ employee.

18 7. Plaintiff was employed by Defendants from 1/2/2019 to 9/10/2023.

19 8. Defendants failed to provide Plaintiff with compliant meal breaks because meal breaks were
20 regularly short because they were interrupted by calls from management.

21 9. Also, Plaintiff had to remain on call and on duty because there was a heavy line of
22 communications and Plaintiff was not allowed to turn their mobile devices off.

23 10. . Despite not being provided with compliant meal breaks, Defendant did not pay premium
24 pay for these missed breaks at Plaintiff’s regular rate of pay.

25 11. Defendant failed to provide Plaintiff with compliant rest breaks because rest breaks were
26 regularly missed because rest breaks were never provided.

27 12. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay
28 for these missed breaks at Plaintiff’s regular rate of pay.

1 13. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
2 required to purchase gas to travel to cleaning sites in order to perform their work duties, but
3 Defendants did not reimburse Plaintiff for these expenses.

4 14. Defendants failed to provide Plaintiff with accurate wage statements because the wage
5 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
6 other things.

7 15. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
8 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
9 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

10 **PAGA ALLEGATIONS**

11 16. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
12 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
13 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
14 action brought by an aggrieved employee on behalf of himself or herself and other current or former
15 employees pursuant to the procedures outlined in Labor Code section 2699.3.

16 17. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
17 under PAGA after the following requirement have been met:

18 18. The aggrieved employee has provided written notice by online filing to the LWDA and by
19 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the
20 Labor Code alleged to have been violated, including the facts and theories to support the alleged
21 violations; and

22 19. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the
23 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's
24 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within
25 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
26 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
27 to any other penalties to which the employee may be entitled.

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1 20. On 3/8/24, Plaintiff provided written notice by online filing to the LWDA and by certified
2 mail to Defendants of specific provisions of the Labor Code alleged to have been violated by
3 Defendants, including the facts and theories to support the alleged violations.

4 21. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
5 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
6 PAGA Penalties on behalf of all Aggrieved Employees.

7 22. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
8 and former, who were employed by Defendants within one year prior to 3/8/24, through final
9 disposition of this action.”

10 **FIRST CAUSE OF ACTION**

11 **Failure to Provide Compliant Meal Periods**

12 **By Plaintiff Against All Defendants**

13 23. Plaintiff incorporates by reference the paragraphs above.

14 24. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
15 employee for a work period of more than five hours per day without providing the employee with a
16 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
17 without providing the employee with a second meal period of not less than 30 minutes”.

18 25. An employer provides compliant meal breaks to its employees “if it relieves its employees
19 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
20 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
21 1004, 1040 (2012)).

22 26. Not only must an employer affirmatively relieve its employees of all duty during their meal
23 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
24 (*Brinker*, supra).

25 27. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

26 28. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
27 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
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1 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
2 11 Cal. 5th 858 (2021)).

3 29. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a meal
4 break was missed.

5 30. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
6 penalties, attorney fees, and costs.

7 **SECOND CAUSE OF ACTION**

8 **Failure to Provide Compliant Rest Periods**

9 **By Plaintiff Against All Defendants**

10 31. Plaintiff incorporates by reference the paragraphs above.

11 32. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
12 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
13 per four hours or major fraction thereof.

14 33. Furthermore, "[d]uring rest periods employers must relieve employees of all duties and
15 relinquish control over how employees spend their time." (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
16 5th 257, 269 (2016)).

17 34. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

18 35. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
19 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
20 one additional hour of pay at Plaintiff's regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
21 11 Cal. 5th 858 (2021)).

22 36. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
23 break was missed.

24 37. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
25 penalties, attorney fees, and costs.

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1 **THIRD CAUSE OF ACTION**

2 **Failure To Reimburse Work-Related Expenses**

3 **By Plaintiff Against All Defendants**

4 38. Plaintiff incorporates by reference the paragraphs above.

5 39. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
6 all necessary expenditures or losses incurred by the employee in direct consequence of the
7 employee's discharge of his or her duties.

8 40. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

9 41. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties,
10 attorney fees, and costs.

11 **FOURTH CAUSE OF ACTION**

12 **Wage Statement Penalties**

13 **By Plaintiff Against All Defendants**

14 42. Plaintiff incorporates by reference the paragraphs above.

15 43. Labor Code section 226(a) requires employers to provide itemized wage statements to its
16 employees that identify accurate information regarding their compensation. Defendants, as a matter
17 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
18 statements to Plaintiff in violation of Labor Code section 226(a).

19 44. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
20 and incomplete.

21 45. Defendants knowingly and intentionally issued wage statements that were inaccurate and
22 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
23 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

24 46. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
25 costs.

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1 **FIFTH CAUSE OF ACTION**

2 **Waiting Time Penalties**

3 **By Plaintiff Against All Defendants**

4 47. Plaintiff incorporates by reference the paragraphs above.

5 48. Labor Code sections 201 and 202 require that an employer provide an employee with all
6 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the
7 employee's resignation.

8 49. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
9 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
10 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
11 thirty days.

12 50. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
13 conclusion of employment.

14 51. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
15 and costs.

16 **SIXTH CAUSE OF ACTION**

17 **Violation of Unfair Competition Law**

18 **By Plaintiff Against All Defendants**

19 52. Plaintiff incorporates by reference the paragraphs above.

20 53. Defendants' conduct described herein constitutes unfair competition.

21 54. Specifically, Defendants have gained an unfair advantage over other similarly situated
22 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
23 owed.

24 55. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
25 wrongfully withheld wages.

26 56. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

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1 **SEVENTH CAUSE OF ACTION**

2 **Private Attorneys General Act**

3 **By Plaintiff and the Aggrieved Employees Against All Defendants**

4 57. Plaintiff incorporates by reference the paragraphs above.

5 58. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
6 violation(s) of the Labor Code.

7 59. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

8 60. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
9 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
10 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

11 61. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
12 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
13 the penalties in Labor Code section 2699 apply.

14 62. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
15 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
16 and 2699 apply.

17 63. With respect to violations of Labor Code section 203 for failure to pay all wages due to
18 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
19 Labor Code section 2699 apply.

20 64. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
21 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
22 apply.

23 65. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
24 to Labor Code section 2699(g).

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

3 1ST Cause of Action

- 4 1. Damages and/or penalties pursuant to Labor Code section 226.7
5 2. Interest
6 3. Attorneys' fees
7 4. Costs
8 5. Other relief the court deems proper

9 2ND Cause of Action

- 10 1. Damages and/or penalties pursuant to Labor Code section 226.7
11 2. Interest
12 3. Attorneys' fees
13 4. Costs
14 5. Other relief the court deems proper

15 3RD Cause of Action

- 16 1. Reimbursement of all work-related expenses
17 2. Attorneys' fees
18 3. Costs
19 4. Other relief the court deems proper

20 4TH Cause of Action

- 21 1. Penalties pursuant to Labor Code section 226
22 2. Attorneys' fees
23 3. Costs
24 4. Other relief the court deems proper

25 5TH Cause of Action

- 26 1. Penalties pursuant to Labor Code section 203
27 2. Attorneys' fees
28 3. Costs

1 4. Other relief the court deems proper

2 6TH Cause of Action

3 1. Restitution of all wrongfully withheld wages

4 2. Attorneys' fees

5 3. Costs

6 4. Other relief the court deems proper

7 7TH Cause of Action

8 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

9 2. Attorneys' fees

10 3. Costs

11 4. Other relief the court deems proper

12
13 DATED: May 15, 2024

FRONTIER LAW CENTER

14 /s/ Daniel Ginzburg

Daniel Ginzburg

15
16 Attorneys for Plaintiff
17 KIMBERLY ANN GUZMAN,
18 individually and on behalf of all others
19 similarly situated
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EXHIBIT 3

JOINT STIPULATION AND SETTLEMENT AGREEMENT

Kimberly Ann Guzman v. TCA West, Inc.

Santa Clara County Superior Court, Case No. 24CV439120

Subject to approval by the Court, this Joint Stipulation and Settlement Agreement is made by and between Kimberly Ann Guzman (“Plaintiff”), and Defendant TCA West, Inc. (“Defendant”) on behalf of itself and all of its current and former owners, parents, subsidiaries, members, representatives, agents, insurers, officers, directors, employees, affiliated companies, and any individual or entity that could be jointly liable with the Defendant (“Agreement”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties,” or individually as the “Party.”

I. **DEFINITIONS**

In addition to the other terms defined in this Agreement, the terms below have the following meaning:

- A. **Action**: The lawsuit brought by Plaintiff on behalf of herself and Aggrieved Employees alleging wage and hour violations against Defendant in the Santa Clara County Superior Court on May 15, 2024, entitled *Kimberly Ann Guzman v. TCA West, Inc.* (Case No. 24CV439120).

- B. **Administration Costs**: The reasonable fees and expenses incurred by the Settlement Administrator to administer this settlement, which shall not exceed three thousand two hundred and fifty dollars (**\$3,250**). All Administration Costs shall be paid from the Gross Settlement Amount. Any amount not awarded by the Court or needed by the Settlement Administrator will become part of the Net Settlement Amount for distribution to Aggrieved Employees.

- C. **Aggrieved Employees**: All current and former non-exempt hourly employees employed by Defendant in California during the period of March 8, 2023 through the date of PAGA settlement approval.

- D. **Attorney Fee Award**: The amount, not to exceed thirty-five percent (35%) of the Gross Settlement Amount, currently forty thousand, two hundred fifty dollars and zero cents (**\$40,250.00**), finally approved by the Court and awarded to Plaintiff’s Counsel for reimbursement of reasonable attorneys’ fees, respectively incurred to prosecute this Action. The Attorney Fee Award shall be paid from the Gross Settlement Amount and will not be opposed by Defendant. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees.

- E. **Cost Award**: The amount that the Court orders Defendant to pay Plaintiff’s Counsel for actual litigation costs, which shall not exceed twelve thousand dollars

and zero cents (**\$12,500.00**). The Cost Award will be paid from the Gross Settlement Amount and will not be opposed by Defendant. The Cost Award is subject to Court approval. If the Court awards less than the amount requested, any amount not awarded will become part of the Net Settlement Amount for distribution to Aggrieved Employees.

- F. **Counsel for Defendant:** Shannon B. Nakabayashi, Maia Mdinradze, and Veena Bhatia of Jackson Lewis P.C., 725 South Figueroa Street, Suite 2500, Los Angeles, California 90017
- G. **Defendant:** TCA West, Inc.
- H. **Disbursement of the Settlement:** The dates on which the Settlement Administrator shall disburse the Gross and Net Settlement Amounts as instructed herein.
- I. **Effective Date:** The date by when all of the following events have occurred: (1) this Settlement Agreement has been executed by all Parties and their counsel; (2) the Court has entered an order granting Approval of the Settlement; (3) the Court has entered a Judgment; (4) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) if there is no appeal, 61 days after the Court enters Judgment; or (ii) if there is a timely appeal, the date the appellate court affirms the Judgment.
- J. **Funding of Settlement:** The Gross Settlement Amount will be wired by Defendant to the settlement administrator within fifteen (15) business days after the Effective Date.
- K. **Judgment:** The judgment entered by the Court based upon the approval of the PAGA settlement.
- L. **Gross Settlement Amount or GSA:** The total value of the PAGA settlement is a non-reversionary one hundred fifteen thousand dollars and zero cents (**\$115,000.00**). This is the maximum amount Defendant agrees to pay under this Agreement. The Gross Settlement Amount will be used to pay: (1) the Individual Payments to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff's Counsel for attorneys' fees and costs, as approved by the Court; (3) any enhancement award to Plaintiff (4) the Administration Costs, as approved by the Court; (5) employer side payroll taxes (if applicable); and (6) the LWDA Payment to the LWDA, as approved by the Court. No portion of the Gross Settlement Amount will revert to Defendant for any reason.
- M. **Individual Payment(s):** the Aggrieved Employees' pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

- N. **LWDA**: California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- O. **LWDA Payment**: Seventy-five percent (75%) of the PAGA Penalties to be paid to the LWDA, under Labor Code section 2699, subd. (i).
- P. **Net Settlement Amount or NSA**: The total amount of money available for payout to Aggrieved Employees, which is the GSA less (a) the Individual Payment(s), (b) payment to the LWDA, (c) Attorney Fee Award, (d) Cost Award, (e) any enhancement award to Plaintiff, if applicable, and (f) Administration Costs as approved by the Court.
- Q. **PAGA**: The Labor Code Private Attorneys General Act of 2004 (Lab. Code § 2698 et seq.).
- R. **PAGA Notice or Notice**: The Notice of PAGA Settlement, substantially similar to the form attached hereto as **Exhibit A**, subject to Court approval, which will accompany each Individual Payment check.
- S. **PAGA Period**: March 8, 2023, through the date of approval of this settlement by the Superior Court.
- T. **PAGA Penalties**: the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of Released Claims.
- U. **PAGA Representative or Plaintiff**: Kimberly Ann Guzman, the named plaintiff in the Action.
- V. **Plaintiff's Counsel**: Daniel Ginzburg and Manny Starr of Frontier Law Center.
- W. **Qualified Settlement Fund or QSF**: The Parties agree that the Gross Settlement Amount is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations § 1.4168B-1, 26 C.F.R. § 1.468B-1 *et seq.*, and will be administered by the Settlement Administrator as such. The Parties and Settlement Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.
- X. **Released Claims**: Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, shall release the Released Parties for all penalties under the California Private Attorneys' General Act (Labor Code section 2698, *et seq.*) that were or could have been sought by the Labor Commissioner for the violations

identified in Plaintiff's operative Complaint, and Plaintiff's pre-filing letter to the LWDA on March 8, 2024 (attached hereto as **Exhibit B**), that accrued at any time between March 8, 2023 through the date of PAGA Settlement approval. Aggrieved Employees retain their rights to pursue claims for wages, statutory penalties and any other damages.

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 facts stated in the Complaint and the pre-filing letter to the LWDA on March 8, 2024 (attached hereto as Exhibit B).

The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the Released Claims in any future litigation. It is the intent of the Parties that, to the greatest extent provided by law, including under the holding of *Arias v. Super. Ct.* (2009) 46 Cal. 4th 969, 986, the ability of Plaintiff, the State of California or any Aggrieved Employees to bring the Released Claims on behalf of the LWDA is completely and forever foreclosed. Any Party to this Agreement or intended third-party beneficiary may use the Agreement to assert that this settlement and the judgment to be entered by the Court following approval by this settlement bars any later-filed action asserting any of the Released Claims against any of the Released Parties at any time from March 8, 2023 to the date of PAGA Settlement approval.

- Y. **Released Parties:** Defendant, South Bay HS III, Inc., HS-II, Inc., Homegrown Services, Inc and their past, present, and future owners, officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, assigns, and any individual or entity that could be jointly liable with Defendant, and each of them.
- Z. **Settlement Administration:** The Settlement Administrator will conduct a skip trace for the address of all former Aggrieved Employees and run the names of all Aggrieved Employees through the National Change of Address ("NCOA") database to determine any updated addresses. The Settlement Administrator will mail the Individual Payment checks and Notice by first class U.S. mail to all Aggrieved Employees. The Notice will inform Aggrieved Employees of the resolution of the Action and their entitlement to the enclosed settlement payment.

- AA. Settlement Administrator:** The third party administrator agreed upon by Parties to administer this Settlement is ILYM Group, Inc.
- BB. Superior Court:** Santa Clara County Superior Court.

II. RECITALS

- A.** Plaintiff Kimberly Ann Guzman sent her notice of Labor Code Violations Pursuant to Labor Code § 2699.3 on March 8, 2024. (*See Exhibit B*). In the letter, Plaintiff apprised the LWDA of her wage and hour claims against Defendant.
- B.** The Action was filed by Plaintiff in the Santa Clara County Superior Court on May 15, 2024, alleging seven representative action claims. In her Operative Complaint (the “Complaint”), Plaintiff alleges failure to provide compliant meal periods, failure to provide compliant rest periods, failure to reimburse work-related expenses, failure to provide compliant wage statements, failure to pay all wages due at termination, violation of the Unfair Competition Law, and penalties under PAGA. In its answer, Defendant asserted thirty-three affirmative defenses, disclaiming all liability for Plaintiff’s allegations.
- C.** After filing, the Parties agreed to attend mediation and conducted informal discovery. Defendant produced hundreds of pages of documents and the time and wage records for Aggrieved Employees comprised of thousands of lines of data.
- D.** The Parties attended mediation with a respected wage and hour mediator Michael J. Loeb, Esq. on July 22, 2025, and were able to reach a settlement for the full resolution of the Action.
- E. **Benefits of Settlement to Aggrieved Employees.**** Plaintiff and Plaintiff’s Counsel recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiff and Plaintiff’s Counsel also have taken into account the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiff and Plaintiff’s Counsel have conducted extensive settlement negotiations. Based on the foregoing, Plaintiff and Plaintiff’s Counsel believe the settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Aggrieved Employees.
- F. **Defendant’s Reasons for Settlement.**** Defendant recognizes that the defense of the Action will be protracted and expensive. Substantial amounts of time, energy, and resources of Defendant have been and, unless this settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant, therefore, has agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the Released Claims.

- G. Defendant's Denial of Wrongdoing.** Defendant generally and specifically denies any and all liability or wrongdoing of any sort with regard to any of the claims alleged, and makes no concessions or admissions of liability of any sort. Defendant asserts a number of defenses to the claims, and has denied any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed as, or may be used as an admission, concession, or indication by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever. There has been no final determination by any court as to the merits of the claims asserted by Plaintiff against Defendant.
- H. Plaintiff's Claims.** Neither this Agreement nor any documents referred to or contemplated herein, nor any action taken to carry out this Agreement is, may be construed as, or may be used as an admission, concession or indication by or against Plaintiff, Aggrieved Employees, or Plaintiff's Counsel as to the merits of any claims or defenses asserted, or lack thereof, in the Action. However, in the event that this settlement is approved by the Court, the Plaintiff, Aggrieved Employees, and Plaintiff's Counsel will not oppose Defendant's efforts to use this Agreement to prove that Plaintiff and Aggrieved Employees have resolved and are forever barred from re-litigating the Released Claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. Gross Settlement Amount.** Subject to the terms and conditions of this Agreement the Gross Settlement Amount that Defendant is obligated to pay under this Settlement Agreement is one hundred fifteen thousand dollars and zero cents (\$115,000.00).
- B. Escalator Provision:** If the number of pay periods in the PAGA Period exceeds 9,660 by more than 10% (i.e., exceeds 10,626), the Gross Settlement Amount will increase pro rata per additional pay period in excess of 10,626 pay periods. However, if Defendant does not wish to pay the increase in the Gross Settlement Amount, it may instead end the PAGA Period applicable to the Released Claims on the date that the total number of pay periods reaches 10,626 pay periods, so that the escalator clause is not triggered.
- C. Individual Payments to Aggrieved Employees.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay an Individual Payment from the NSA to each Aggrieved Employee.
- 1. Individual Payment Calculation.** Each Aggrieved Employee will receive a proportionate share of the NSA that is equal to (i) the number of pay periods he or she worked for Defendant in California during the PAGA Period based on the Database provided by Defendant, divided by (ii) the

total number of pay periods worked by all Aggrieved Employees based on the same Database, which is then multiplied by the NSA. One day worked in a given pay period will be credited as a pay period for purposes of this calculation. Therefore, the value of each Aggrieved Employee's Individual Payment ties directly to the amount of pay periods that he or she worked.

2. **Tax Withholdings.** Each Aggrieved Employee's gross settlement award will be apportioned as 100% penalties and be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms which the Settlement Administrator shall be responsible for issuing.

D. Recipients of GSA Disbursement. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall disburse the GSA as directed later on herein to the following:

1. **To Plaintiff's Counsel.** Plaintiff's Counsel will apply to the Court for, and Defendant agrees not to oppose, a total Attorney Fee Award not to exceed thirty-five percent (currently **\$40,250.00**) of the GSA and a Cost Award not to exceed **\$12,500.00**. The Settlement Administrator will pay the court-approved amounts for the Attorney Fee Award and Cost Award out of the GSA. Settlement Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee deferral vehicles for Plaintiff's Counsel. Payroll tax withholding and deductions will not be taken from the Attorney Fee Award or the Cost Award. IRS Forms 1099 will be issued to Plaintiff's Counsel with respect to the Attorney Fee Award. In the event the Court does not approve the entirety of the application for the Attorney Fee Award and/or Cost Award, the Settlement Administrator shall pay whatever amount the Court awards, and neither Defendant nor the Settlement Administrator shall be responsible for paying the difference between the amount requested and the amount awarded. If the amount awarded is less than the amount requested by Plaintiff's Counsel for the Attorney Fee Award and/or Cost Award, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees.
2. **To the Settlement Administrator.** The Settlement Administrator will pay to itself Administration Costs (reasonable fees and expenses) approved by the Court not to exceed **\$3,250.00**. This will be paid out of the GSA. If the actual amount of Administration Costs is less than the amount estimated and/or requested, the difference shall become part of the NSA and be available for distribution to Aggrieved Employees.
3. **To the Plaintiff. The Settlement Administrator will allocate \$5,000 as an enhancement payment.**

4. **To the LWDA.** The Settlement Administrator will pay the LWDA Payment seventy-five percent (75%) of the Net Settlement Amount to the LWDA.
 5. **To Aggrieved Employees.** The Settlement Administrator will pay Aggrieved Employees according to the Individual Payment calculations set forth above.
 6. **Summary.** The disbursements from the \$115,000 GSA are the following: 1) \$40,250 for attorney fees, 2) \$12,500 for costs, 3) \$5,000 as the enhancement payment, and 4) \$3,250 for administration expenses. This leaves a NSA of \$54,000 of which 75% (\$40,500) will go the LWDA and 25% (\$13,500) will be distributed to the Aggrieved Employees. With 178 Aggrieved Employees, the average payment is \$75.84.
- E. **Appointment of Settlement Administrator.** Solely for the purposes of this Settlement, the Parties stipulate and agree to the appointment of the Settlement Administrator. The Settlement Administrator shall be responsible for performing skip traces and NCOA searches on Aggrieved Employee addresses; preparing and mailing Notices and Individual Payment checks to Aggrieved Employees; calculating each Aggrieved Employee's Individual Payment; providing a declaration for submission to the Court prior to the Settlement Approval hearing; calculating and mailing the LWDA Payment to the LWDA; distributing the Attorney Fee Award and Cost Award to Plaintiff's Counsel; calculating and paying amounts owed, if any, to the appropriate tax authorities; printing and providing Aggrieved Employees with 1099 forms as required under this Agreement and applicable law; providing a due diligence/post-disbursement declaration for submission to the Court upon the completion of the Settlement; providing any funds remaining in the QSF as a result of uncashed checks to the State of California unclaimed property fund in the name of the Aggrieved Employee, in the amounts directed per this Settlement, including the administration of related tax reimbursements, if any; and for such other tasks as the Parties mutually agree. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.
- F. **Procedure for Approving Settlement.**
1. **Motion for Settlement Approval.**
 - a. Plaintiff will move for an order granting approval of the Settlement.
 - b. At the same time that Plaintiff files the Motion for Settlement Approval, Plaintiff shall send a copy of the Agreement to the LWDA.

- c. At the Settlement Approval hearing, the Plaintiff will appear, support the granting of the motion, and submit a proposed order granting approval of the Settlement.
 - d. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it. Provided, however, that the amounts of the Attorney Fee Award, Cost Award, and Administration Costs shall be determined by the Court, and the Court's determination on these amounts shall be final and binding, and that the Court's approval or denial of any amount requested for these items are not conditions of this Settlement Agreement, and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Attorney Fee Award, Cost Award, and Administration Costs shall not operate to terminate or cancel this Settlement Agreement. Nothing in this Agreement shall limit Plaintiff or Plaintiff's Counsel's ability to appeal any decision by the Court to award less than the requested Attorney Fee Award, Cost Award, and Administration Costs.
 - e. **Proposed Order and Judgment.** Upon Approval of the Settlement, the Parties shall present to the Court a proposed Approval Order, approving of the Settlement and entering Judgment in accordance therewith. After entry of Judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Settlement Agreement; (2) addressing settlement administration matters; and (3) addressing such post-Judgment matters as may be appropriate under Court rules and applicable law.
2. **Notice and Disbursement to Aggrieved Employees.** After the Court enters its Approval Order, every Aggrieved Employee will be provided with a Notice accompanying his or her Individual Payment check in accordance with the following procedure:
- a. **Database.** Within fifteen (15) business days after the Effective Date, Defendant shall deliver to the Settlement Administrator an electronic database, which will list for each Aggrieved Employee: (1) first and last name; (2) last known mailing address; (3) social security number; and (4) the total number of pay periods during which the Aggrieved Employee performed work during the PAGA Period as an Aggrieved Employee ("Database"). If any or all of this information is unavailable to Defendant, Defendant shall provide all contact information they have for said Aggrieved Employee to the Settlement Administrator. The Database shall be

based on Defendant's payroll, personnel, and other business records. The Settlement Administrator will conduct a skip trace for the address of all Aggrieved Employees who are former employees of Defendant and an NCOA search on all addresses. The Settlement Administrator shall maintain the Database and all data contained within the Database as private and confidential.

- b. Funding the Settlement:** Defendant will wire the Gross Settlement Amount to the settlement administrator within sixty (60) business days after the Effective Date. As a condition precedent to when the 60 day period shall start to run, the Settlement Administrator must provide Defendant with valid instructions in writing for the wire transfer.
- c. Settlement Administrator's Disbursement Duties.** Subject to the Court approving the Settlement, the Settlement Administrator shall distribute all funds pursuant to the terms of this Agreement and the Court's Approval Order and Judgment. The Settlement Administrator shall keep Defendant's Counsel and Plaintiff's Counsel apprised of all distributions from the GSA. The Settlement Administrator shall respond to questions from Defendant's Counsel and Plaintiff's Counsel.
- d. Disbursement:** The Settlement Administrator will disburse the GSA within fifteen (15) calendar days after funding, as instructed herein. The Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Aggrieved Employees; (2) the Attorney Fee Award and Cost Award to Plaintiff's Counsel, as approved by the Court; (3) the Administration Costs, as approved by the Court; and (4) the LWDA Payment.
- e. Returned Notices and Checks.** If a Notice and Individual Settlement Check are returned because of an incorrect address, within five (5) business days from receipt of the returned Notice, the Settlement Administrator will conduct a search for a more current address for the Aggrieved Employee and re-mail the Notice and Individual Payment check to the Aggrieved Employee. The Settlement Administrator will use the NCOA and skip traces to attempt to find the current address. The Settlement Administrator will be responsible for taking reasonable steps to trace the mailing address of any Aggrieved Employee for whom a Notice and Individual Payment check is returned by U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding

address; calling Aggrieved Employees to determine an accurate mailing address if none can be found; and promptly re-mailing the Notice and Individual Settlement Check to Aggrieved Employees for whom new addresses are found. If the PAGA Notice is re-mailed, the Settlement Administrator will note for its own records the date and address of each re-mailing.

3. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, then the Parties and their respective counsel waive any and all rights to appeal from the Judgment, including, but not limited to, all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set aside judgment, and any extraordinary writ, and the Judgment will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.
4. **Vacating, Reversing, or Modifying Judgment on Appeal.** If, after a notice of appeal, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then this Settlement will become null and void and the Parties will have no further obligations under it. A material modification would include, but not necessarily be limited to, any alteration of the GSA, an alteration in the calculation of the NSA, and any change to the calculation of the Individual Payments.
5. **Uncashed Checks.** Aggrieved Employees must cash or deposit their Individual Payment checks within one hundred and eighty (180) calendar days after the checks are mailed to them.
 - a. **Uncashed Checks.** If any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Payment checks returned as undeliverable and funds associated with those Individual Payment checks remaining un-cashed, shall be transmitted by the Settlement Administrator to the Unclaimed Property Fund in the name of the Aggrieved Employee.
6. **Defendant's Legal Fees.** Defendant is responsible for paying for all of its own legal fees, costs, and expenses incurred in this Action outside of the GSA.

G. Release of Claims. Upon the Effective Date, as defined above, Plaintiff, individually and as the representative acting as a proxy or agent of the LWDA, shall release the Released Claims, as defined above, against the Released Parties. All Aggrieved Employees (including Plaintiff) shall release all claims pled or that could have been pled in the Complaint pursuant to the Labor Code Private Attorneys' General Act ("PAGA"), Labor Code §§ 2698, et seq., deriving from and/or based on the facts alleged in the Complaint and in Plaintiff's PAGA Notice Letter during the PAGA Period upon approval of the settlement, including claims for penalties, interest, attorneys' fees and/or costs. The release shall encompass all claims, causes of action or liability pursuant to the PAGA, including any penalties based on alleged violations of the IWC Wage Orders or California Labor Code sections 201, 202, 203, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197.1, 2699, and 2802, and Business and Professions Code sections 17200 et seq., or any others subject to release based on the PAGA letter. The release shall include all Released Parties.

H. Miscellaneous Terms

- 1. No Admission of Liability.** Defendant makes no admission of liability or wrongdoing by virtue of entering into this Agreement. Additionally, Defendant reserved the right to contest liability if the Settlement is not approved. Defendant denies it engaged in any unlawful activity, failed to comply with the law in any respect, or have any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. This Settlement and Plaintiff's and Defendant's willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with this Settlement).
- 2. No Effect on Employee Benefits.** The Individual Payments paid to Plaintiff and Aggrieved Employees shall not be deemed to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacation, holiday pay, retirement plans, etc.) of Plaintiff or the Aggrieved Employees. The Parties agree that any Individual Payment paid to Plaintiff or the Aggrieved Employees under the terms of this Agreement do not represent any modification of Plaintiff's or Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant.
- 3. Authorization to Enter Into Settlement Agreement.** Plaintiff's Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties under this Agreement to effectuate

its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court, and in all cases, all such documents, supplemental provisions, and assistance of the Court will be consistent with this Agreement.

4. Publicity and Confidentiality

- a. Communication by Counsel:** Nothing will prevent Plaintiff's Counsel from responding to inquiries from Aggrieved Employees. For its part, Defendant agrees that it shall refer any questions from Aggrieved Employees to the Settlement Administrator.
- b. No Media:** No public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case shall be made by Plaintiff or Plaintiff's Counsel at any time.
- c. Confidentiality:** Prior to filing of the joint stipulation and/or motion(s) for approval, Plaintiff's Counsel shall not discuss or publish the terms of the settlement or the negotiations leading to settlement with any person other than the named Plaintiff.
- d. Disclosure by Plaintiff's Counsel Only for Adequacy Declarations:** Plaintiff's Counsel may disclose publicly-available information about the case only to the extent they do so in declarations establishing their adequacy as counsel in other cases, as required by the Court and to notify the LWDA of the resolution of the Action.

5. Exhibits and Headings. The terms of this Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to this Agreement are an integral part of the Settlement and must be approved substantially as written. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

6. Interim Stay of Proceedings. The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement, pending the Settlement Approval hearing to be conducted by the Court.

7. **Amendment or Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by counsel for all Parties or their successors-in-interest.
8. **Agreement Binding on Successors and Assigns.** This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.
9. **No Prior Assignment.** Plaintiff hereby represents, covenants, and warrants that she has not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged.
10. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
11. **Fair, Adequate, and Reasonable Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
12. **No Tax or Legal Advice.** The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Aggrieved Employees will assume any such tax obligations or consequences that may arise from this Agreement, and that Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any Aggrieved Employee, such Aggrieved Employee assumes all responsibility for the payment of such taxes.
13. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgment entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments in connection therewith.

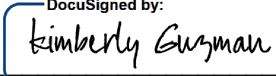
- 14. Invalidity of Any Provision; Severability.** Before declaring any provision of this Agreement invalid, the Parties agree and request that the Court first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Agreement valid and enforceable. In the event any provision of this Agreement shall be found unenforceable, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.
- 15. 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.
- 16. Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire Agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any party concerning this Agreement or its exhibits, other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. This Integrated Agreement, however, shall not affect the separate settlement agreement and general release agreed to by the Parties for Plaintiff's individual claims (not representative claims) on or about September 17, 2025.
- 17. Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile or PDF signatures will be accepted. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel execute this Agreement.

Plaintiff:

Dated: 11/24/2025

DocuSigned by:

387B4F880D3B4C2
Kimberly Ann Guzman

TCA West, Inc.

Dated: 12/3/2025

KENT LEWIS

By: KENT LEWIS

Its: Ceo

TCA West, Inc.

APPROVED AS TO FORM:

FRONTIER LAW CENTER

Dated: 11/24/2025

Signed by:

Manny Starr

A6FDEB7FB552439...
Daniel Ginzburg, Esq.

Manny Starr, Esq.

Attorneys for Plaintiff Kimberly Ann Guzman and
the Aggrieved Employees

JACKSON LEWIS P.C.

Maia Mdinradze

Dated: 12/03/25

Shannon B. Nakabayashi, Esq.

Maia Mdinradze, Esq.

Veena Bhatia, Esq.

Attorneys for Defendant TCA West, Inc.

EXHIBIT 4

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from *Kimberly Ann Guzman v. TCA West, Inc.*; Santa Clara County Superior Court
Case No. 24CV439120

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Kimberly Ann Guzman v. TCA West, Inc.*; Santa Clara County Superior Court Case No. 24CV439120 (“Action”).

The lawsuit was filed on May 15, 2024, by Kimberly Ann Guzman (“Plaintiff”) against her former employer, TCA West, Inc. (“Defendant”) on behalf of the State of California, with respect to herself, and other alleged aggrieved employees, to allege violation of California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) (“PAGA”) for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 226(a), 226.3, 226.7, 512(a), 558, 2699, and 2802.

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who were employed by Defendant in the State of California during the period March 8, 2023, through <<Date the settlement was approved by the Court>> (“Aggrieved Employees”). The period March 8, 2023, through <<Date the settlement was approved by the Court>> is the “PAGA Period”.

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

Under the settlement, upon the Court’s entry of the order approving the Settlement Agreement on <<date of entry of order by the Court approving the Settlement>> and full funding of the Total Settlement Amount by Defendant on <<date of full funding>>, Plaintiff and the State of California with respect to you and other Aggrieved Employees, were deemed to have knowingly and voluntarily released and forever discharged Defendant and Released Parties, to the full extent permitted by law, of and from any and all Released Claims. “Released Parties” means Defendant and its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs. “Released Claims” means any and all claims for civil penalties, arising during the PAGA Period, under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, violation of California Labor Code sections 201, 202, 203, 226(a), 226.3, 226.7, 512(a), 558, 2699, and 2802.

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

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

EXHIBIT 5

Expenses

for Kimberly Ann Guzman - Employment Claim - TCA West, Inc. - Charge No.: LWDA-CM-1015538-24 Superior Court
Case No.: 24CV439120

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
12/23/2025		One Legal Credit Card Sale_07870243	Kaylie Urango	1	\$26.85	True	No	-	\$26.85
4/21/2025		One Legal Credit Card Sale_07029988	Kaylie Urango	1	\$24.92	True	No	-	\$24.92
3/19/2025		PAID VIA CHECK JAMS Retainer 7536038	Dane Huntsman	1	\$10,500.00	True	No	-	\$10,500.00
12/19/2024		One Legal Credit Card Sale_06650844	Dane Huntsman	1	\$21.42	True	No	-	\$21.42
10/28/2024		One Legal Credit Card Sale_06503645	Dane Huntsman	1	\$177.33	True	No	-	\$177.33
7/16/2024		Service of process	Adam Rose	1	\$68.00	True	No	-	\$68.00
5/20/2024		One Legal Credit Card Sale_06041721	Rosemary Flores	1	\$469.19	True	No	-	\$469.19
3/8/2024		ORD-000274134	Taylor McCarthy	1	\$75.00	True	No	-	\$75.00
3/8/2024		PAGA MAIL FEE	Taylor McCarthy	1	\$8.93	True	No	-	\$8.93
10/6/2023		RR1 + RR2 Certified Mail	Taylor McCarthy	2	\$8.53	True	No	-	\$17.06
Total - Write offs									\$0.00
Total - Unbillable									\$0.00
Total - Billable									\$11,388.70
Total									\$11,388.70