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the LWDA, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF RIVERSIDE**

MARC DAVILA, an individual, and  
MADELEINE GRANT, an individual

Plaintiffs,

vs.

WEST COAST TANNING DBA PALM  
BEACH TAN, a California corporation; and  
DOES 1 through 100, inclusive,

Defendants.

Case No.: CVR12404266

ASSIGNED FOR ALL PURPOSES TO:  
HON. HAROLD W. HOPP

**DECLARATION OF KEVIN LIPELES IN  
SUPPORT OF PLAINTIFFS' MOTION TO  
APPROVE PAGA SETTLEMENT**

Date: March 19, 2026  
Time: 8:30 AM  
Dept.: 1  
Action filed: July 19, 2024

I, Kevin Lipeles, declare as follows:

1. I am an attorney duly licensed to practice law in California and admitted to practice before this Court. I am the founding attorney of Lipeles Law Group, APC., counsel of record for Plaintiffs Marc Davila and Madeleine Grant (collectively "Plaintiffs") and the Aggrieved Employees in the above-captioned matter ("Action"). I have no knowledge of the existence of any conflicting interests between my firm, on the one hand, and Plaintiffs or any other Aggrieved Employee, on the other hand.

2. I am familiar with the file, the documents, and the history related to this Action. I make this declaration in support of Plaintiffs' Motion to Approve PAGA Settlement ("Motion"). I

1 make this declaration on the basis of my own personal knowledge and could and would testify  
2 competently to the facts stated herein.

3 3. A true and correct copy of the PAGA Settlement Agreement (“Settlement  
4 Agreement”), executed by Plaintiffs and Defendants West Coast Tanning, Corporation (dba Palm  
5 Beach Tan, LLC) and Heidi Shultz (collectively “Defendants”) (collectively, the “Parties, and each  
6 individually, a “Party”) is attached hereto as **Exhibit 1**.

7 4. On July 15, 2024, Plaintiff Davila submitted his Notice Letter pursuant to  
8 California’s Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.* (“PAGA”) to  
9 California’s Labor and Workforce Development Agency (“LWDA”) and Defendant West Coast  
10 Tanning, Corporation (dba Palm Beach Tan, LLC), informing them of his intent to pursue civil  
11 penalties under PAGA on behalf of the State of California and other Aggrieved Employees. A true  
12 and correct copy of Plaintiff’s July 15, 2024, Notice Letter is attached hereto as **Exhibit 2**.

13 5. On July 19, 2024, Plaintiff Davila filed his Class Action Complaint. In his  
14 Complaint, Plaintiff Davila alleged wage and hour causes of action.

15 6. On October 23, 2024, Plaintiff Davila amended his PAGA letter to include Plaintiff  
16 Grant.

17 7. On or about February 25, 2025, Plaintiff filed a First Amended Complaint (“FAC”)  
18 individually and on behalf of the Aggrieved Employees, adding Plaintiff Grant, dismissing the  
19 class claims and alleging a single PAGA cause of action for PAGA penalties for: (1) failure to pay  
20 overtime; (2) failure to timely pay minimum wages; (3) failure to provide compliant meal periods  
21 or pay premiums in lieu thereof; (4) failure to provide compliant rest periods or pay premiums in  
22 lieu thereof; (5) failure to issue accurate itemized wage statements; (6) failure to pay wages due at  
23 separation of employment (waiting time penalties); (7) failure to pay sick pay; (8) failure to  
24 reimburse required business expenses; (9) failure to provide suitable seating; and (10) failure to  
25 allow Plaintiffs to timely inspect their personnel and payroll files.

26 8. After Plaintiffs filed their FAC, the Parties agreed to attend private mediation and  
27 engage in an informal exchange of discovery. Prior to mediation, Defendants provided statistical  
28 data, including records of Defendants’ employees, which consisted of wage statements, clock in

1 and clock out times, times taken for meal breaks, wages earned during the relevant pay periods,  
2 written policies and procedures on meal breaks, rest breaks, overtime compensation, and  
3 reimbursement for business expenses, the number of pay periods in the PAGA Period, and the total  
4 number of putatively aggrieved employees.

5 9. On May 27, 2025, the Parties, including myself, Jasmine Badawi, Esq., and Defense  
6 Counsel, Dina Glucksman, attended an all-day mediation by experienced wage and hour mediator,  
7 Henry J. Bongiovi, Esq.

8 10. The negotiations at the mediation were non-collusive and conducted at arms' length.  
9 During mediation, Defendants, through their counsel, denied each of the allegations, claims, and  
10 contentions alleged by Plaintiffs. Additionally, Defendants asserted various defenses such as that  
11 Plaintiffs and the Aggrieved Employees' alleged off-the clock work was *de minimus*. Additionally,  
12 Defendants' records showed that Plaintiffs were paid overtime and minimum wages. Defendants  
13 maintained that Plaintiffs and employees were never prevented from taking compliant meal/rest  
14 breaks and if they were, they were provided premium pay. Defendants asserted that the meal/rest  
15 break claims relied on individualized evidence. Further, Defendants provided Plaintiffs and Class  
16 Members with phones and computers. Thus, employees did not need to use their personal cell  
17 phones. Also, Defendants maintained that they have a reimbursement policy that provided for  
18 reimbursement on request. Further, Defendants stated that it was their policy to provide seating to  
19 employees at all times and pay sick pay on termination of employment.

20 11. Following the mediation, the Parties, with the assistance of counsel, resolved the  
21 Action and agreed to enter into the Settlement Agreement in which they agreed that the Gross  
22 PAGA Settlement Amount ("GPSA") would be One Hundred Twenty-Five Thousand Dollars and  
23 Zero Cents (\$125,000.00).

24 12. On or about October 1, 2025, Plaintiffs amended their PAGA letter to include Heidi  
25 Schultz, the owner of West Coast Tanning, Corporation (dba Palm Beach Tan, LLC). A true and  
26 correct copy of Plaintiff's October 1, 2025, amended PAGA letter is attached hereto as **Exhibit 3**.  
27 On or about January 29, 2026, Plaintiffs filed a Second Amended Complaint ("SAC") to add Heidi  
28 Shultz as a Defendant. A true and correct copy of Plaintiffs' SAC is attached hereto as **Exhibit 4**.

13. The LWDA has been served with a copy of Plaintiffs' Motion and the Settlement Agreement through the online process as required by Labor Code section 2699(1). The LWDA accepted the PAGA Settlement and did not oppose Plaintiffs' Motion. I believe that fact should be given considerable weight, as it is a sophisticated government entity that is capable of asserting, and preserving, its own rights.

14. Given Defendants' defenses to the alleged Labor Code violations at issue, and the risks and costs of continued litigation, I believe that the \$125,000.00 GPSA is fair and reasonable and therefore should be approved. The GPSA compares favorably to the total potential estimated amount of PAGA Penalties which I calculated as the maximum amount recoverable. We calculated Plaintiffs' maximum PAGA penalties for the Aggrieved Employees at \$604,300.00, a number that Defendants dispute for the reasons delineated above.

15. At the time of mediation, Plaintiffs assumed there were 6,043 PAGA Periods. Plaintiff assumed a violation rate of 100% on all claims, except the minimum wage and meal break claims. On the meal break claim, Plaintiffs assumed a 30.33% violation rate. The violation rate on the minimum wage claim was 71.73%. The following chart shows the amount of PAGA penalties on the overtime claim only since based on Labor Code 2699(h)(3)(i) PAGA penalties cannot be stacked:

|                                                                |                           |             |
|----------------------------------------------------------------|---------------------------|-------------|
| Number of Pay Periods in PAGA Period                           | 6,043                     |             |
| Number of Pay Periods in PAGA Period – Failure to Pay Overtime | 6,043                     |             |
| PAGA for Overtime                                              | \$604,300.00 <sup>1</sup> | \$100/\$100 |
| Total PAGA Penalties                                           | \$604,300.00              |             |

16. Plaintiffs calculated the maximum penalties in the action to be \$604,300 since penalties cannot be stacked, (at the rate of \$100 penalty for approximately 6,043 total pay periods at issue for approximately 624 Aggrieved Employees during the PAGA Period), Thus, the settlement represents approximately 21% percent of the maximum value of the potential unstacked PAGA penalties. We believe that the maximum PAGA penalties potentially available is not a realistic outcome because it does not take into account Defendants' defenses and because PAGA

<sup>1</sup> \$100 (per employee) \* 6,043 (pay periods) = \$604,300.

penalties are not subject to stacking.

**THE PROPOSED SETTLEMENT**

17. As detailed fully in the Settlement Agreement, the settlement provides for Defendants to pay a GPSA of \$125,000.00

18. Pursuant to the Settlement Agreement, PAGA Counsel proposes the following distribution of the Settlement to determine the Net Settlement Sum:

|                               |                                    |
|-------------------------------|------------------------------------|
| Gross PAGA Settlement Amount: | \$125,000.00                       |
| Attorneys' Fees (35%):        | \$43,750.00                        |
| Actual Litigation Costs:      | \$13,559.95                        |
| Plaintiffs' Service Awards:   | \$2,500.00 each (\$5,000.00 total) |
| Administrator Fee:            | \$6,500.00                         |
| PAGA Penalties:               | \$56,190.05                        |

19. The PAGA Penalties (\$56,190.05) consist of the GPSA minus Court Approved PAGA Counsels Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment, as well as the Named Plaintiffs' Enhancement Payments.

20. The anticipated total PAGA penalty fund will be approximately \$56,190.05. Sixty-five percent of the PAGA penalty fund (\$36,523.53) will be paid to the LWDA as required by Labor Code section 2699(i). The remaining 35% of the PAGA penalty fund (\$19,666.52) will be distributed as individual PAGA payments to the Aggrieved Employees.

21. In evaluating the reasonableness of the settlement offers, I considered both my own experience with other similar PAGA settlements as well as PAGA settlements obtained by other firms. Here, it was also very possible that the Court would have exercised its discretion under PAGA to reduce the amount of estimated PAGA penalties of \$604,300.00. Under Labor Code section 2699(e)(2), a court may award a lesser amount than the maximum civil penalty specified under PAGA, if based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive or confiscatory.

22. In evaluating the reasonableness of the settlement offers, I also considered Defendants' legal and factual arguments.

23. First, Defendants argued the individual assessments required here would render this PAGA action unmanageable. *See, e.g., Lopez v. Liberty Mutual Ins. Co.*, 2020 WL 1189841, \*5 (C.D. Cal. Feb. 11, 2020) (striking PAGA claims as unmanageable due to "individualized assessments [needed] to determine whether individual plaintiffs were subject to mere general supervision."); *Amiri v. Cox Communications*, 272 F. Supp. 3d 1187, 1194-97 (C.D. Cal. Sept. 27, 2017) (striking PAGA claim due to presence of individualized issues); *Brown v. American Airlines Inc.*, 2015 WL 6735217, at \*4 (C.D. Cal. Oct. 5, 2015) (striking PAGA claim, noting "too many individualized assessments" would be needed to determine whether overtime violations occurred); *Raphael v. Tesoro Refining and Marketing Co.*, 2015 WL 5680310, \*2-3 (C.D. Cal. Sept. 25, 2015) (dismissing PAGA claim alleging break, wage, and expense reimbursement violations, noting the "Court would have to engage in a multitude of individualized inquiries making the PAGA action unmanageable and inappropriate.").

24. Second, Defendant contended that any time spent off the clock was *de minimis*, and as a result, Plaintiffs' claims for unpaid minimum wages and overtime were without merit.

25. Plaintiffs also recognized PAGA penalties may not be awarded at all because the Labor Commissioner has specifically stated that the main purpose for assessing PAGA penalties by the Labor and Workforce Development Agency is to enforce California's Labor Code, and obtain compliance.

26. As a result, I believe that this settlement is fair, reasonable, and in the best interests of the Aggrieved Employees and the State of California.

27. None of the Aggrieved Employees will relinquish any of their individual rights as part of this settlement. *See Amalgamated Transit Union, Local 1756, AFL-CIO v. Sup. Ct.*, 46 Cal.4th 993, 1003 (2009); (holding that "[PAGA] does not create property rights or any other substantive rights" and that "an aggrieved employee cannot assign a claim for statutory penalties because the employee does not own an assignable interest.").

#### **ATTORNEYS' FEES AND LITIGATION EXPENSES**

28. I believe the remaining terms of the PAGA Settlement are fair and reasonable,

1 including the attorneys' fees at 35% of the GSA (\$43,750). I also believe that the award of  
2 litigation expenses at \$13,559.95 is fair and reasonable, which is the actual litigation costs incurred  
3 by my firm as of the date of this declaration. An itemized list of the costs incurred to date is  
4 attached hereto as **Exhibit 5**.

5         29. I am familiar with the contingent fee market throughout California, particularly as it  
6 pertains to complex employment, wage and hour, PAGA, and class action litigation. During this  
7 litigation, I litigated this case without receiving any payment for our services or reimbursement of  
8 our costs incurred for the benefit of the State of California and the Aggrieved Employees. On  
9 behalf of my firm, I have negotiated numerous contingency fee agreements with plaintiffs, both as  
10 individuals and as representatives in PAGA and class action suits. Many of those agreements  
11 provided that we will receive a fee that is 35% of any recovery that is obtained, and, in addition,  
12 that we be reimbursed for the costs we incurred out of the recovery amount. There are always risks  
13 attendant to billing cases on a contingency basis. Those risks are even higher in the current  
14 economic climate. My firm bills the vast majority of its cases on contingency. As with every  
15 contingency case, there is always the possibility that the plaintiff will not prevail and that PAGA  
16 Counsel will not receive any compensation for their services and/or that the defendant will lack the  
17 assets necessary to satisfy any judgment obtained against it.

18         30. The requested fees of up to 35% and actual costs from the GPSA are also consistent  
19 with awards obtained in similar cases granted approval by courts in California. *See e.g., Jones v.*  
20 *J.C. Penney Corporation*, Los Angeles Superior Court, Case No. BC451823 (April 20, 2017)  
21 (approving fee award from PAGA-only settlement of \$1.375 million against a common fund of  
22 \$3.2 million (42%); *Morales v. Southland Sod Farms Operations, Inc.*, No. 56-2017-00496912, 2018 WL  
23 6928228, \*2 (Cal. Super. Oct. 10, 2018) (granting final approval in a wage and hour action and awarding  
24 35% in attorneys' fees); *Erickson v. Q.S.P., Inc.*, No. BC469830, 2013 WL 4369736, \*5, (Cal. Super. July 9,  
25 2013) (granting final approval in a wage and hour action and finding that 35% in attorneys' fees was  
26 reasonable); *Cabrera v. Advantage Sale & Marketing, LLC*, No. BC485259, 2013 WL 1182822, (Cal. Sup.  
27 Mar. 12, 2013) (granting final approval for failure to afford meal/rest breaks and awarding 35% in attorneys'  
28 fees).

31. Additionally, I believe that our request is more than reasonable under the lodestar method since PAGA Counsel seek a negative functional multiplier of 48.4% of PAGA Counsel's actual total lodestar incurred in this case. The following table summarizes the time that each timekeeper at my firm has expended on this case, and their hourly billing rates, which have been approved by California state and federal Courts in other wage and hour class and representative actions:

|                               | Hours | Rate     | Amount             |
|-------------------------------|-------|----------|--------------------|
| Kevin Lipeles, Esq.           | 10.9  | \$850.00 | \$9,265.00         |
| Jala Amsellem, Esq.           | 45.8  | \$850.00 | \$38,930           |
| Jasmine Badawi, Esq.          | 60.7  | \$650.00 | \$39,455.00        |
| Tood Vollucci, paralegal time | 6.8   | \$250.00 | \$1,750.00         |
| Nicole Bathon, paralegal time | 4.0   | \$250.00 | \$1,000.00         |
| <b>TOTAL</b>                  |       |          | <b>\$90,400.00</b> |

32. PAGA Counsel's total lodestar to date collectively amounts to \$90,400, which is significantly more than the \$43,750 we are requesting as an attorneys' fee award. Based on the results obtained and the efficiency with which PAGA Counsel litigated and resolved this case, PAGA Counsel seek a negative functional multiplier of 48.4% (\$43,750/\$90,400) of PAGA Counsel's actual total lodestar incurred in this case, supporting the requested attorneys' fees of \$43,750.00. In addition, the table above does not include the approximately 15 additional hours our firm anticipates spending between now and the conclusion of this matter, including preparing for, and appearing at the PAGA approval hearing, corresponding with our clients, writing tax letters to our clients, and other typical and reasonably necessary tasks that arise post approval.

33. Enhancement payments to plaintiffs are appropriate in representative litigation, including in PAGA cases. *Meza-Morales v. Barr*, 963 F.3d 629 (7th Cir. 2020) (PAGA-only case). Enhancement payments "are intended to compensate representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general." *Rodriguez v. W. Publ'g Corp.*, 563 F.3d 948, 958-59 (9th Cir. 2009).

34. In addition, public policy considerations require the award of adequate enhancement awards reflective of the risks and efforts undertaken by plaintiffs. From a public policy standpoint, the failure to approve fair and adequate incentive payments would result in individuals being less willing to come forward on behalf of others similarly situated, thereby depriving significant benefits, such as those obtained here, to the aggrieved. The California Court of Appeal has approved \$10,000 incentive awards *even when the recovery per class member was small to incentivize the filing of smaller value suits. See e.g. Cellphone Termination Fee Cases* (2010) 186 Cal. App. 4th 1381, 1394 (affirming \$10,000 incentive awards to each of four plaintiffs in class action where average recovery per class member was only \$81 and finding “[a]n incentive award is appropriate ‘if it is necessary to induce an individual to participate in the suit[.]’”); *Nakagaki v. Proven Staffing Consultants LLC*, San Diego County Superior Court, Case No. 37-2022-00026848-CU-OE-CTL (April 21, 2023) (approving \$6,500 service award on \$81,000 settlement where Court was persuaded of the need to properly incentivize class representatives in cases with small individual stakes).

35. Here, each Plaintiffs spent approximately 30-35 hours of their time on this case. Among other things, they provided factual background for the Class Action Complaint, FAC and SAC; communicated with their attorneys and produced employment documents including paystubs and other personnel file documents, reviewed documents, the mediation brief, the settlement agreement, and attended remotely the mediation. *See* Declaration of Marc Davila (“Davila Decl.”), ¶¶ 5-11 and Declaration of Madeleine Grant (“Grant Decl.”), ¶¶ 7-9, in Support of Plaintiffs’ Motion for Approval of PAGA Settlement.

36. I believe that the \$2,500.00 Enhancement Payments to each Plaintiff (\$5,000 total) are reasonable compensation given the time and effort exerted by Plaintiffs on behalf of the Aggrieved Employees and the LWDA. Plaintiffs have provided numerous sets of documents, have reviewed the LWDA letters, met with the PAGA Counsel, spoken with PAGA Counsel at length, provided information for and reviewed the pleadings, and participated remotely at the all-day mediation.

## ATTORNEY EXPERIENCE

37. I am the founder of Lipeles Law Group, APC (“LLG”). I opened my own law firm

1 straight out of law school starting with just a computer. Prior to founding the firm, I managed  
2 several retail businesses, including a high-end jewelry business and full-service restaurant that  
3 employed more than 25 people. In addition, I have represented and managed professional prize  
4 fighters, working to secure boxers high profile and world championship fights. I am also fluent in  
5 Spanish. This firm has now grown into a full-service litigation law firm representing both plaintiffs  
6 and defendants with over 150 active cases, including cases in Federal and State Court. The  
7 overwhelming majority of our cases involve employment/wage and hour lawsuits. In addition, my  
8 firm is or has been counsel or co-counsel in many employment-related class action lawsuits.  
9 California courts have certified classes in cases similar to the present Class in which Plaintiff's  
10 Counsel was appointed Class Counsel. *See e.g., Canseco v. Pampanga Food Company, Inc.*,  
11 Orange County Superior Court, Case No. 30-2016-00852698-CU-OE-CXC, February 13, 2019,  
12 (granting final approval in a rest break class action and approve ng me as adequate and competent  
13 class counsel); *Bernstein v. Alice and Olivia California Holdings, LLC., et al.*, Los Angeles  
14 Superior Court Case No. BC 661262, December 17, 2019, (granting final approval in an overtime  
15 and meal/rest break class action and approving me as adequate and competent class counsel);  
16 *Lagunas v. Impact Logistics, Inc. et al.*, San Bernardino Superior Court Case No. CIVSD1815249,  
17 September 10, 2020, (granting final approval in an overtime, meal/rest break class action and  
18 approving me as adequate and competent class counsel); *Marroquin v. Food Castle, Inc. et al.*, Los  
19 Angeles Superior Court Case No. 21STCV22582, August 16, 2023 (granting final approval in an  
20 overtime, minimum wage and rest break class action and approving me as adequate and competent  
21 class counsel); *Saavedra v. Success Valley Farms, LLC*, Ventura Superior Court Case No. 56-2021-  
22 00556708-CU-OE-VTA, January 29, 2024 (granting preliminary approval in a wage and hour class  
23 action).

23 38. I received my J.D. from Loyola Law School in Los Angeles, where I served as class  
24 representative for 2 years. In addition, I served on the Dean's List, graduating in the top 30% of my  
25 class. While in law school, I served as an extern to the Loyola Law School Center for Conflict  
26 Resolution and to Los Angeles County Superior Court Judge Joseph DiLoreto in Long Beach.

27 39. PAGA Counsel is not aware of any class, representative or other collective pending  
28

lawsuit related to or overlapping with this matter in any other court or any other jurisdiction.

Additionally, I have inquired other members of my firm to determine whether anyone is aware of any similar actions and no one was aware of any.

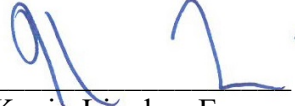
40. A true and correct copy of the confirmation received from the LWDA of the filing of the proposed PAGA Settlement through their online system is attached hereto as **Exhibit 6**.

41. PAGA Counsel has given notice of the moving papers to LWDA and a copy of the proof of service of the submission to LWDA is attached hereto as **Exhibit 7**.

42. Attached hereto as **Exhibit 8** is a true and correct copy of the proposed Notice of Settlement.

43. PAGA Counsel sought bids from multiple administrators and selected the lowest bidder, Phoenix Class Action Administration Solutions (“Phoenix”) Attached hereto as **Exhibit 9** is a true and correct copy of Phoenix’s bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on February 11, 2026 at Hermosa Beach, California.

  
Kevin Lipeles, Esq.

# **EXHIBIT 1**

## **PAGA SETTLEMENT AGREEMENT**

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Marc Davila and Madeleine Grant (collectively “Plaintiffs”) and Defendant West Coast Tanning, Corporation (dba Palm Beach Tan, LLC), and Heidi Shultz, (collectively “Defendants.”) The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

### **1. DEFINITIONS.**

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Marc Davila, Madeleine Grant v. Westcoast Tanning, Inc.*, Court Case No. CVRI2404266 (the “Action”) initiated on June 19, 2024 and pending in Superior Court of the State of California, County of Riverside. Plaintiffs are also entering into an individual settlement with Defendants, which is subject to a different settlement agreement and is specifically carved out of any release in this settlement agreement.
- 1.1. “Administrator” means Phoenix Class Action Settlement Administration Solutions (“PHOENIX”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.2. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees.
- 1.3. “Aggrieved Employees” means all current and former non-exempt or hourly paid employees of Defendants that have worked for Defendants in the State of California at any time from July 15, 2023 until July 1, 2025 (“Covered PAGA Pay Periods.”)
- 1.4. “Agreement” means this PAGA Settlement Agreement.
- 1.5. “Covered PAGA Pay Period” means the period from July 15, 2023 through July 1, 2025 or the date on which no more than 6,710  $[6,100 * 10\% + 6,100]$  pay periods are released, whichever is earlier.
- 1.6. “Aggrieved Employee Data” means Aggrieved Employees’ identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.7. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.8. “Court” means the Superior Court of California, County of Riverside.
- 1.9. “Defense Counsel” means Dina Glucksman of Gordon Rees Scully Mansukhani, LLP.

- 1.10. “Effective Date” means the date the Court enters a Judgment on its Order Approving the PAGA Settlement and the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the date upon which the deadline for seeking appellate review of the Judgment has passed without the filing of a timely appeal or request for review; or (b) if an appeal, review or writ is sought from the Judgment, the date upon which all appellate or other proceedings resulting from the appeal, review or writ have been finally terminated in such a manner as to permit the Judgment to take effect in substantially the form described herein.
- 1.11. “Gross PAGA Settlement Amount” means \$125,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Payments to Named Plaintiffs, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means 65% of the Net Settlement Amount, paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Named Plaintiffs Enhancement Payments, and the Administration Expenses Payment.
- 1.17. “PAGA Counsel” means Lipeles Law Group, APC, the attorneys representing the Plaintiffs in the Action.
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means the period from July 15, 2023 through July 1, 2025. (“Covered PAGA Pay Periods.”) “Covered PAGA Pay Period” means the period from July 15, 2023

through July 1, 2025 or the date on which no more than 6,710 [6,100 \* 10% + 6,100] pay periods are released, whichever is earlier.

1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.22. “PAGA Members” means any individuals who are or were employed as hourly and/or non-exempt employees by Defendants in California for one or more pay periods during Covered PAGA Pay Periods.

1.23. “PAGA Notice” means Plaintiffs’ July 15, 2024 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. “PAGA Penalties” means the Net Settlement Amount, allocated as follows: 35% to the Aggrieved Employees, and 65% to LWDA in settlement of PAGA claims.

1.25. “Plaintiffs” means Marc Davila and Madeleine Grant, the named Plaintiffs in the Action.

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

1.27. “Final Approval” means the Court Order Granting Approval of PAGA Settlement.

1.28. “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.

1.29. “Released Parties” means: Defendants and former, present, and future parents, subsidiaries, divisions, affiliates and other related entities, principals, members, managers, directors, officers, Heidi Shultz, executives, employees, agents, advisors, consultants, representatives, administrators, shareholders, partners, trusts, insurers, reinsurers, attorneys, accountants, and benefit plans, and their predecessors, heirs, beneficiaries, executors, successors, and assigns (whether or not acting within the scope of their duties), and all natural persons and other legal entities acting by, through, under, or in concert with any of the foregoing.

1.30. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.31. “Defendants” means named Defendants West Coast Tanning, Corporation (dba Palm Beach Tan, LLC) and Heidi Shultz.

## **2. RECITALS.**

2.1. On July 19, 2024, Plaintiffs commenced this Action by filing a Complaint alleging class claims (the “Complaint”) in the County of Riverside Superior Court. Plaintiffs filed a PAGA (LWDA) letter on July 15, 2024. On February 25, 2025, Plaintiffs amended the Complaint dismissing class claims and in order to allege one cause of action against Defendants for penalties pursuant to Labor Code section 2699(f) for violations of Labor

Code sections Labor Code § 201-203, 201-204, 218, 218.5, 233, 245, 246, 226, 226.7, 510, 558, 1197, 1197.1, 2699(f)(2); 2802, IWC Wage Order No. 2, 510, 1198; 1194, 1194.2, 1997, 1197.1, 1198; 1198.5, 17200, and 2751 (the "FAC") in the County of Riverside Superior Court. Defendants deny the allegations in the FAC, deny any failure to comply with the laws identified in the FAC and deny any and all liability for the causes of action alleged. Plaintiffs filed an amended PAGA letter asserting additional causes of action. Plaintiffs will amend the FAC in accordance with the amended PAGA letter.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3. Prior to settlement, Plaintiffs obtained, through informal discovery, statistical data, including records of Defendants' employees, which consisted of wage statements, clock in and clock out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, the number of pay periods in the PAGA Period, and the total number of putatively aggrieved employees.
- 2.4. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS.**

- 3.1. Gross PAGA Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$125,000.00 and no more as the Gross PAGA Settlement Amount. Defendants have no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross PAGA Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Final Approval:
  - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross PAGA Settlement Amount, which is currently estimated to be \$43,750, and PAGA Counsel Litigation Expenses Payment of not more than \$12,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Penalties. Released Parties and Defense Counsel shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of

any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants and Defense Counsel harmless, and indemnifies Defendants and Defense Counsel, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Named Plaintiffs: An Enhancement Payment of not more than \$2,500.00 to each of the Named Plaintiffs (in addition to any Individual PAGA payment the Named Plaintiffs are entitled to receive as Aggrieved Employees).

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,500.00, the Administrator will allocate the remainder to the PAGA Penalties.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties with 65% of the net amount allocated to the LWDA; and Payment of 35% of the net amount allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records extrapolated through July 1, 2025, Defendants estimate there are a total of 6,100 PAGA Pay Periods. If the actual number Covered Pay Periods is greater than 6,710 ( $6,100 + (10\% * 6,100)$ ), then Defendants, in their sole discretion, will increase the Settlement Payments by the same or choose to cut off the PAGA period at July 1, 2025 when the PAGA pay periods is at 6,710.

4.2. Aggrieved Employee Data. Within 30 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effectuate this settlement and perform its administrative duties under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel

if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross PAGA Settlement Amount. Defendants shall fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator according to the schedule below after the Effective Date unless stated otherwise below.

4.3.1. A single **Fifteen Thousand Dollars (\$15,000)** payment to be made within 90 days of the Parties signing the PAGA settlement agreement which is to be held in trust by the agreed upon settlement administrator;

4.3.2. Twenty-seven monthly payments of **Four Thousand Dollars (\$4,000) commencing on the 15<sup>th</sup> calendar day after the Effective Date and continuing on the 15<sup>th</sup> calendar day of each month thereafter;** and

4.3.3. A single final payment of **Two Thousand Dollars (\$2,000) to be made on the 15<sup>th</sup> day of the month.**

4.4. Payments from the Gross PAGA Settlement Amount. Within 15 days after Defendants fully fund the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Named Plaintiffs Enhancement Payments, and the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or

misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

## **5. RELEASES OF CLAIMS.**

5.1.1 Plaintiffs' Release. Effective on the date when the Court signs the Final Approval, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during Plaintiffs' employment with Defendants, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the FAC and the PAGA Notices ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the period of Plaintiffs' employment with Defendants. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. Plaintiffs' release under this Agreement specifically excludes Plaintiffs' individual settlement which is being memorialized in a different agreement. Nothing herein affects any rights or remedies that are available to Plaintiffs in that settlement.

5.1.2 Release of Claims. Plaintiffs shall execute a general release and waiver of Civil Code section 1542, and shall agree to all other standard terms of settlement in a settlement agreement to be executed by the Parties. Plaintiffs shall fully release Defendants, including but not limited to Heidi Shultz, and Defendants' present and former companies, parents, subsidiaries, affiliates, officers, shareholders, equity partners, partners, owners, directors, trustees, current or former employees, vendors, contractors, consultants, board of directors, and agents, as well as any of its representatives, attorneys, insurers, reinsurers, and/or any of the predecessors, successors and assigns of Defendants(s), for all claims that have been alleged or could have been alleged by Plaintiffs, upon the Court's final approval of the Parties' Settlement. Plaintiffs will also release all of their individual employment claims, including a 1542 waiver. This Agreement specifically excludes Plaintiffs' individual settlement which is being memorialized in a different agreement. Nothing herein affects any rights or remedies that are available to Plaintiffs in that

settlement.

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

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

- 5.2 Release by Aggrieved Employees. Effective on the date the Court signs the Final Approval, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the operative Complaint and the PAGA Notice.
- 5.3 Release by the LWDA. Effective on the date when the Court signs the Final Approval, the LWDA is deemed to release, on behalf of the State of California, all claims for PAGA penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative Complaint and the PAGA Notice.
- 5.4 Members Release of Claims. In consideration of Defendants' payments set forth in this Agreement, upon the Effective Date this Agreement forever bars Plaintiffs, the PAGA Members, the LWDA, and any other representative, proxy, or agent thereof, including, but not limited to, any and all Aggrieved Employees from pursuing any action against Defendants under the PAGA based on or arising out of alleged violations of those Labor Code sections alleged in the Action (including, without limitation, attorneys' fees and costs), as described in paragraph 2. Plaintiffs and PAGA Members shall fully release Defendants, including but not limited to West Coast Tanning, Corporation (dba Palm Beach Tan, LLC) and Heidi Shultz, and Defendants' present and former companies, parents, subsidiaries, affiliates, officers, shareholders, equity partners, partners, owners, directors, trustees, current or former employees, vendors, contractors, consultants, board of directors, and agents, as well as any of its representatives, attorneys, insurers, reinsurers, and/or any of the predecessors, successors and assigns of Defendants, for all claims that have been alleged or could have been alleged by Plaintiffs, upon the Court's final approval of the Parties' Settlement. (Plaintiffs will also release all of their individual employment claims, including a 1542 waiver. Plaintiffs' individual release is being memorialized in a different agreement which is specifically carved out of the instant settlement.)

5.5 “Released PAGA Claims” means and refers to all PAGA claims on behalf of Plaintiffs, the LWDA, and PAGA Employees that are alleged in the Action, or could have been alleged in the Action, including but not limited to wages for hours worked, salary, bonuses, commissions, overtime, holiday pay, sick, benefits, disability benefits, accrued paid time off, and including violations predicated upon the failure to properly pay all minimum wages, overtime wages, provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide accurate itemized wage statements, and timely pay all wages during employment and upon separation of employment, and for violation of California Labor Code §§ 201, 201.3, 202, 203, 204(a)-(b), 204, 210, 216, 218, 218.5, 223, 225.5, 226, 226.3, 226(a)-(e), 226.7, 227.3, 232.5, 233, 234, 245, 246, 247, 247.5, 248, 248.2, 248.5, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 1527, 17200, 2751, 2800, 2802, 2810.5, IWC Wage Order 2, § 3-9, during the Covered Period. Within 14 days of executing this Settlement Agreement, Plaintiffs shall serve an amended notice to the LWDA and Defendants pursuant to California Labor Code section 2698, et seq., identifying each Labor Code, Wage Order and C.C.R. provision herein, and the purported facts and theories pursuant to PAGA. Plaintiffs will thereafter amend their Complaints to include these purported violations/claims.

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

6.1 Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)).

6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Final Approval to the Administrator.

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

**7. SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected PHOENIX to serve as the Administrator and verified that, as a condition of appointment, PHOENIX agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

## **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**

Based on its records extrapolated July 15, 2023 through mediation on May 27, 2025 Defendants estimate that there are approximately 6,100 Pay Periods during the PAGA Period (July 15, 2023 to July 1, 2025.) If the actual number of pay periods increases by more than 10% as of the date of Approval, then Defendants in their sole discretion will either increase the settlement amount proportionately or choose to adjust the ending date of the Covered Pay Periods so that no more than 6,710 Covered Pay periods are released.

## **9. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

## **10. ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants and/or Defense Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs and/or PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the day sent by email to the Parties’ counsel.
- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 10.18 Void if Not Approved. If the Court does not approve the Settlement, then any settlement, shall be null and void, shall be used for no purposes whatsoever.

[Signature Page to Follow]

  
Marc Davila (Sep 5, 2025 10:42:31 PDT)

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Plaintiff Marc Davila

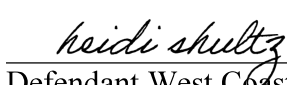
Dated: Sep 5, 2025

  
Madeleine Grant (Sep 16, 2025 09:14:27 GMT+10)

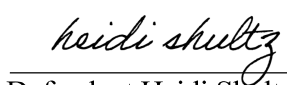
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Plaintiff Madeleine Grant

Dated: Sep 16, 2025

  
Defendant West Coast Tanning Corporation (dba Palm Beach Tan, LLC)

Dated: 9/29/2025

  
Defendant Heidi Shultz

Dated: 9/29/2025

# **EXHIBIT 2**



880 Apollo Street, Suite 336 ♦ El Segundo, CA 90245 ♦ Voice (310) 322-2211 ♦ Fax (310) 322-2252

July 15, 2024

**VIA WEBSITE UPLOAD**

State of California  
Labor and Workforce Development Agency

**VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)**

**Ms. Monique Llamas**  
**23905 Clinton Keith Road, #114-425**  
**Wildomar, CA 92595**

Re: *Davila v. West Coast Tanning dba Palm Beach Tan.*

Dear Ms. Llamas:

This office represents Marc Davila. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

**I. FACTS & NATURE OF THE DISPUTE**

This is a Class Action lawsuit Plaintiff is bringing, seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiff and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to pay overtime, minimum wages, to issue accurate wage statements, to pay all wages due on termination, to reimburse business expenses, to provide a uniform maintenance allowance, to provide suitable seating, to pay sick pay, violation of California Labor Code section 2751, to allow inspection of employment records and unfair competition.

Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for himself and all members of the Class, to compensate these workers for the unpaid wages and to protect current

and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

## **II. § 2699, ET SEQ., LABOR CODE VIOLATIONS**

Our client has numerous legal claims against West Coast Tanning dba Palm Beach Tan. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

### **A. OFF THE CLOCK WORK**

(Labor Code § 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2); IWC Wage Order No. 2)

Defendant was required to pay their employees for all time worked, even if employees were not clocked in or after they were clocked out. Defendant failed to pay Plaintiff and the Class for any off the clock work they performed.

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

### **B. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE**

(Cal. Labor Code §§ 510, 1198; IWC Wage Order No. 2)

Under California law, non-exempt employees as defined by Wage Order No. 2, are entitled to premium wages for overtime worked. Defendant required Plaintiff and the Class to regularly perform compensable tasks post-shift off-the-clock for which they did not receive any compensation.

As a result, during this period, it was the practice and policy of Defendant to not pay employees at appropriate overtime rates. Monies for unpaid overtime remain due and owing.

Throughout Plaintiff's employment, Defendant failed and refused to pay compensation to Plaintiff and Class Members as required by law. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class Members suffered damages in an amount to be proven at trial.

**C. FAILURE TO PAY MINIMUM WAGES**

(Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 2)

Defendant failed to satisfy minimum wage requirements. As a result of Defendant requiring Plaintiff and Class members to work off the clock and not affording proper meal/rest breaks, Plaintiff and members of the Class were paid less than minimum wage. This resulted in Defendant's failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiff and Class members for the actual hours Plaintiff and Class members worked in violation of *Labor Code* §§ 1197, 1198 and IWC Wage Order No. 2.

**D. FAILURE TO PROVIDE REST PERIODS**

(Cal. Labor Code § 226.7; IWC Wage Order No. 2)

Defendant failed to provide rest periods as required by Labor Code § 226.7 and the applicable Wage Order. Plaintiff and Class members rest breaks were not afforded and they were required to work during their breaks. Plaintiff routinely worked 8.5 or more hours per day. On days when Plaintiff and Class members worked more than 10 hours, they were not afforded third rest breaks.

By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff and Class members, Plaintiff and Class members have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and Class members, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

**E. FAILURE TO PROVIDE MEAL PERIODS**

(Labor Code §226.7; IWC Wage Order No. 2)

Defendants intentionally and improperly denied proper meal periods to Plaintiff and Class member. Meal periods were interrupted, not afforded and/or afforded late. On days when Plaintiff and Class members worked more than 10 hours, they were not afforded a second meal break.

By virtue of Defendant's unlawful failure to provide meal periods to Plaintiff and Class members, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to them, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

**F. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**  
(Cal. Labor Code §226; IWC Wage Order No. 2)

Defendant intentionally and knowingly provided Plaintiff and other members of the Class with weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that the payments owed to Plaintiff and the members of the Class for overtime compensation, minimum wages, meal and rest breaks not properly afforded, sick pay, were not included in gross wages earned by Plaintiff and members of the Class.

Plaintiff and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime compensation and minimum wages, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

**G. FAILURE TO PAY WAGES ON TERMINATION AND/OR RESIGNATION**  
(Cal. Labor Code §§201-203; IWC Wage Order No. 2)

Plaintiff and the Class were discharged and/or resigned from Defendant's employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

Plaintiff was not paid for all the wages he was owed when he ended his employment with Defendant on July 21, 2023. He is still owed overtime, minimum wages, premium pay for meal/rest breaks not afforded, sick pay and other wages.

**H. FAILURE TO REIMBURSE BUSINESS EXPENSES**  
(Cal. Labor Code §2802)

Defendant was aware that Plaintiff and Class members were using their personal cell phones and purchasing snacks/water for business, but failed to indemnify Plaintiff and Class members for all their business-related expenses, in accordance with Labor Code §2802. Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendant maintained a practice of not reimbursing Plaintiff and Class Members for their work-related expenses that they incurred in using their personal cell phones and purchasing snacks/water for work-related purposes.

Plaintiff and Class Members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employees' wage rate below the minimum wage.

**I. FAILURE TO PAY FOR UNIFORMS AND PROVIDE A MAINTENANCE ALLOWANCE**

(Cal. Labor Code §2802 and IWC Wage Order No. 2)

Defendant required Plaintiff and Class members to wear uniforms such as black shirts with company logos and jeans. However, Defendant does not maintain the uniforms. Plaintiff and members of the Class pay for the maintenance and cleaning themselves.

Plaintiff and Class Members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for necessary business expenses and not provided a weekly maintenance allowance. An employer may never impose a financial burden on employees, with respect to maintaining uniforms, which would reduce the employees' wage rate below the minimum wage.

**J. FAILURE TO PROVIDE SUITABLE SEATING**

(Wage Order No. 2)

Defendant failed to provide suitable seating to Plaintiff and Class member, even though such suitable seating would not have interfered with the performance of their jobs.

Plaintiff and Class members are entitled to recover all remedies available for violations of California Labor Code section 1198 and IWC Wage Order No. 2-2001, section 14.

**K. FAILURE TO PROPERLY PAY SICK PAY WAGES**

(Cal. Labor Code §§201-204, 218, 218.5, 233, 245, 246 *et seq.*)

Defendant acted intentionally and with deliberate disregard to the rights of Plaintiff and members of the Class by failing to pay any sick pay. Defendant failed to provide sick days. Further, sick pay was not part of Paid Time Off. Plaintiff's paystubs show 24 hours of sick pay available, but Plaintiff and Class members were never paid sick pay.

Plaintiff and Class members were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to sick pay, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

**L. VIOLATION OF LABOR CODE §2751**

Defendant paid Plaintiff and Class members commissions, but failed to issue written commission plans, contracts or agreements. Plaintiff and Class members were never provided anything in writing concerning commissions and were not informed as to how commissions were paid.

Defendant violated Labor Code section 2751 by failing to state in writing the method by which commissions were to be computed and paid to Plaintiff and Class members.

As a result of your violation of Labor Code section 2751, Plaintiff and Class are entitled to penalties pursuant to PAGA.

**M. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**  
(Cal. Labor Code §1198.5)

On or about July 15, 2024, Plaintiff's counsel issued a written request to you for copies of his personnel records. You have failed and refused to permit Plaintiff to have access to copies of his records.

As a result of your failure and refusal to permit Plaintiff to have full access to his records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

**N. UNFAIR COMPETITION**  
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, has obtained valuable property, money and services from the Plaintiff and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiff, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

**III. CONCLUSION**

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce

Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles', is positioned above the printed name.

Kevin A. Lipeles, Esq.

# **EXHIBIT 3**



880 Apollo Street, Suite 336 ♦ El Segundo, CA 90245 ♦ Voice (310) 322-2211 ♦ Fax (310) 322-2252

October 1, 2025

**VIA WEBSITE UPLOAD**

State of California  
Labor and Workforce Development Agency

**VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)**

**Ms. Monique Llamas**  
**23905 Clinton Keith Road, #114-425**  
**Wildomar, CA 92595**

**Ms. Heidi Shultz**  
**23905 Clinton Keith Road, #114-425**  
**Wildomar, CA 92595**

Re: *Davila et al v. West Coast Tanning dba Palm Beach Tan.*

Dear Ms. Llamas and Ms. Shultz:

This office represents Marc Davila and Madeleine Grant. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our clients. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

**I. FACTS & NATURE OF THE DISPUTE**

This is a Class Action lawsuit Plaintiffs are bringing, seeking relief for Defendants' violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendants as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiffs and others similarly situated to recover wages from Defendants due to Defendants' systematic failure to pay overtime, minimum wages, to issue accurate wage statements, to pay all wages due on termination, to reimburse business expenses, to provide a uniform maintenance allowance, to provide suitable seating, to pay sick pay, violation

of California Labor Code section 2751, to allow inspection of employment records and unfair competition.

Plaintiffs seek compensatory, statutory, declaratory, and injunctive relief for themselves and all members of the Class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendants from being subjected to similar wage theft and otherwise unlawful working conditions.

## **II. § 2699, ET SEQ., LABOR CODE VIOLATIONS**

Our clients have numerous legal claims against West Coast Tanning dba Palm Beach Tan. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

### **A. OFF THE CLOCK WORK**

(Labor Code § 203, 226, 510, 558, 1197, 1197.1, and 2699(f)(2); IWC Wage Order No. 2)

Defendants were required to pay their employees for all time worked, even if employees were not clocked in or after they were clocked out. Defendants failed to pay Plaintiffs and the Class for any off the clock work they performed.

Plaintiffs and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money which Defendants have acquired, or of which Plaintiffs and the Class have been deprived by means of the above-described unfair and unlawful business practices.

### **B. FAILURE TO PAY PREMIUM OVERTIME WAGES DUE**

(Cal. Labor Code §§ 510, 1198; IWC Wage Order No. 2)

Under California law, non-exempt employees as defined by Wage Order No. 2, are entitled to premium wages for overtime worked. Defendants required Plaintiffs and the Class to regularly perform compensable tasks post-shift off-the-clock for which they did not receive any compensation.

As a result, during this period, it was the practice and policy of Defendants to not pay employees at appropriate overtime rates. Monies for unpaid overtime remain due and owing.

Throughout Plaintiffs' employment, Defendants failed and refused to pay compensation to Plaintiffs and Class Members as required by law. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendants' failure and refusal to pay overtime, Plaintiffs and Class Members suffered damages in an amount to be proven at trial.

**C. FAILURE TO PAY MINIMUM WAGES**

(Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 2)

Defendants failed to satisfy minimum wage requirements. As a result of Defendants requiring Plaintiffs and Class members to work off the clock and not affording proper meal/rest breaks, Plaintiffs and members of the Class were paid less than minimum wage. This resulted in Defendants' failure to compensate Plaintiffs properly for "all hours worked" and consequently underpaid Plaintiffs and Class members for the actual hours Plaintiffs and Class members worked in violation of *Labor Code* §§ 1197, 1198 and IWC Wage Order No. 2.

**D. FAILURE TO PROVIDE REST PERIODS**

(Cal. Labor Code § 226.7; IWC Wage Order No. 2)

Defendants failed to provide rest periods as required by Labor Code § 226.7 and the applicable Wage Order. Plaintiffs and Class members rest breaks were not afforded and they were required to work during their breaks. Plaintiffs routinely worked 8.5 or more hours per day. On days when Plaintiffs and Class members worked more than 10 hours, they were not afforded third rest breaks.

By virtue of Defendants' unlawful failure to provide rest periods to the Plaintiffs and Class members, Plaintiffs and Class members have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and Class members, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

**E. FAILURE TO PROVIDE MEAL PERIODS**

(Labor Code §226.7; IWC Wage Order No. 2)

Defendants intentionally and improperly denied proper meal periods to Plaintiffs and Class members. Meal periods were interrupted, not afforded and/or afforded late. On days when Plaintiffs and Class members worked more than 10 hours, they were not afforded a second meal break.

By virtue of Defendants' unlawful failure to provide meal periods to Plaintiffs and Class members, Plaintiffs has suffered, and will continue to suffer, damages in amounts which are presently unknown to them, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

**F. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

(Cal. Labor Code §226; IWC Wage Order No. 2)

Defendants intentionally and knowingly provided Plaintiffs and other members of the Class with weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiffs and members of the Class in that the payments owed to Plaintiffs and the members of the Class for overtime compensation, minimum wages, meal and rest breaks not properly afforded, sick pay, were not included in gross wages earned by Plaintiffs and members of the Class.

Plaintiffs and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime compensation and minimum wages, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

**G. FAILURE TO PAY WAGES ON TERMINATION AND/OR RESIGNATION**

(Cal. Labor Code §§201-203; IWC Wage Order No. 2)

Plaintiffs and the Class were discharged and/or resigned from Defendants employ and Defendants willfully failed to pay Plaintiffs and the Class wages due them.

Plaintiff Marc Davila was not paid for all the wages he was owed when he ended his employment with Defendants on July 21, 2023. He is still owed overtime, minimum wages, premium pay for meal/rest breaks not afforded, sick pay and other wages.

Plaintiff Madeleine Grant was not paid for all the wages she was owed when she ended her employment with Defendants on August 1, 2023. She is still owed overtime, minimum wages, premium pay for meal/rest breaks not afforded, sick pay and other wages.

**H. FAILURE TO REIMBURSE BUSINESS EXPENSES**

(Cal. Labor Code §2802)

Defendants were aware that Plaintiffs and Class members were using their personal cell phones and purchasing snacks/water for business, but failed to indemnify Plaintiffs and Class members for all their business-related expenses, in accordance with Labor Code §2802. Plaintiffs are informed and believe and thereon allege that at all

relevant times, Defendants maintained a practice of not reimbursing Plaintiffs and Class Members for their work-related expenses that they incurred in using their personal cell phones and purchasing snacks/water for work-related purposes.

Plaintiffs and Class Members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for all of their business-related expenses incurred in the discharge of their duties. An employer may never impose a financial burden on employees, with respect to business-related expenses, which would reduce the employees' wage rate below the minimum wage.

**I. FAILURE TO PAY FOR UNIFORMS AND PROVIDE A MAINTENANCE ALLOWANCE**

(Cal. Labor Code §2802 and IWC Wage Order No. 2)

Defendants required Plaintiffs and Class members to wear uniforms such as black shirts with company logos and jeans. However, Defendants do not maintain the uniforms. Plaintiffs and members of the Class pay for the maintenance and cleaning themselves.

Plaintiffs and Class Members suffered damages in an amount, subject to proof, to the extent they were not reimbursed for necessary business expenses and not provided a weekly maintenance allowance. An employer may never impose a financial burden on employees, with respect to maintaining uniforms, which would reduce the employees' wage rate below the minimum wage.

**J. FAILURE TO PROVIDE SUITABLE SEATING**

(Wage Order No. 2)

Defendants failed to provide suitable seating to Plaintiffs and Class members, even though such suitable seating would not have interfered with the performance of their jobs.

Plaintiffs and Class members are entitled to recover all remedies available for violations of California Labor Code section 1198 and IWC Wage Order No. 2-2001, section 14.

**K. FAILURE TO PROPERLY PAY SICK PAY WAGES**

(Cal. Labor Code §§201-204, 218, 218.5, 233, 245, 246 *et seq.*)

Defendants acted intentionally and with deliberate disregard to the rights of Plaintiffs and members of the Class by failing to pay any sick pay. Defendants failed to provide sick days. Further, sick pay was not part of Paid Time Off. Plaintiffs' paystubs show hours of sick pay available, but Plaintiffs and Class members were never paid sick pay.

Plaintiffs and Class members were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to sick pay, even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

**L. VIOLATION OF LABOR CODE §2751**

Defendants paid Plaintiffs and Class members commissions, but failed to issue written commission plans, contracts or agreements. Plaintiffs and Class members were never provided anything in writing concerning commissions and were not informed as to how commissions were paid.

Defendants violated Labor Code section 2751 by failing to state in writing the method by which commissions were to be computed and paid to Plaintiffs and Class members.

As a result of your violation of Labor Code section 2751, Plaintiffs and Class are entitled to penalties pursuant to PAGA.

**M. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**  
(Cal. Labor Code §1198.5)

On or about July 15, 2024, Plaintiffs' counsel issued a written request to you for copies of their personnel records. You have failed and refused to permit Plaintiff to have access to copies of his records.

As a result of your failure and refusal to permit Plaintiffs to have full access to their records, Plaintiffs will seek injunctive relief and recovery of statutory penalties.

**N. UNFAIR COMPETITION**  
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendants, through the unfair and unlawful business practices as described herein, has obtained valuable property, money and services from the Plaintiffs and the Class and has deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiffs and the Class. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiffs and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendants have acquired, or of which Plaintiffs and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiffs, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Moreover, Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

### **III. CONCLUSION**

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles'.

Kevin A. Lipeles, Esq.

# **EXHIBIT 4**

Kevin A. Lipeles (Bar No. 244275)  
Thomas H. Schelly (Bar No. 217285)  
Jasmine J. Badawi (Bar No. 335433)  
LIPELES LAW GROUP, APC  
880 Apollo St., Suite 336  
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Attorney for Plaintiff,  
MARC DAVILA and MADELEINE GRANT

**SUPERIOR COURT OF THE STATE OF CALIFORNIA,  
COUNTY OF RIVERSIDE**

MARC DAVILA, an individual, and  
MADELEINE GRANT, an individual,

Plaintiffs,

v.

WEST COAST TANNING DBA PALM  
BEACH TAN, a California corporation;  
HEIDI SHULTZ, an individual; and DOES  
1 through 100, inclusive,

Defendants.

**Case No.:** CVRI2404266

[Assigned to Hon. Harold W. Hopp, in Dept., 1]

**PLAINTIFF'S SECOND AMENDED  
COMPLAINT**

**1. PRIVATE ATTORNEY GENERAL ACT  
("PAGA")**

Action Filed: July 19, 2024

MARC DAVILA ("DAVILA") and MADELEINE GRANT ("GRANT," collectively  
"Plaintiffs") allege the following:

**I. PARTIES**

1. Plaintiff Marc Davila is and, at all times, relevant to the matters alleged herein,  
has been over the age of 18 and a resident of Los Angeles County.

1           2.       Plaintiff Madeleine Grant is and, at all times, relevant to the matters alleged herein,  
2 has been over the age of 18 and a resident of Los Angeles County.

3           3.       Plaintiffs are informed and believe and allege that Defendant West Coast Tanning  
4 dba Palm Beach Tan (“Palm Beach Tan”) is a corporation organized pursuant to the laws of the  
5 State of California, authorized to do business in California, and is doing business in California.

6           4.       Plaintiffs are informed and believe and thereon allege that Defendant Heidi  
7 Shultz (“Heidi”) (collectively with Palm Beach Tan “Defendants”) is an individual, who at all  
8 times relevant herein, was a resident of Wildomar, California. Heidi is the owner of Palm Beach  
9 Tan.

10          5.       Plaintiffs are ignorant of the true names and capacities of the defendants sued  
11 herein as DOES 1 through 100, inclusive, and therefore, Plaintiffs sue these defendants by such  
12 fictitious names and capacities. Plaintiffs will amend their Complaint to show their true names  
13 and capacities when they have been ascertained. Plaintiffs are informed and believe and thereon  
14 alleges that at all times relevant, each of these fictitiously named DOE Defendants was a person  
15 who owned, controlled, or managed the business for which Plaintiffs worked and/or who directly  
16 or indirectly exercised operational control over the wages, hours, and working conditions of  
17 Plaintiffs. These DOE Defendants held ownership, officer, director and/or executive positions  
18 with the remaining Defendants, and acted on behalf of the remaining Defendants, which included  
19 decision-making responsibility for, and establishment of, illegal Private Attorney General Act  
20 (“PAGA”) violations for Defendants which have damaged Plaintiffs. Therefore, Defendants are  
21 “employers” as a matter of law and personally liable for the causes of action alleged herein  
22 pursuant to California wage and hour laws and regulations as alleged herein.

23          6.       Plaintiffs are informed and believe and thereon allege that at least some of the  
24 Defendant DOES 1 through 100 are, and at all times relevant hereto were, persons, corporations  
25 or other business entities organized and existing under and by virtue of the laws of the State of  
26 California, and are/were qualified to transact and conduct business in the State of California, and  
27 did transact and conduct business in the State of California, and are thus subject to the jurisdiction  
28 of the State of California. Specifically, said DOES 1 through 100 maintain offices, operate

businesses, employ persons, conduct business in, and illegally pay employees by illegal payroll practices and policies in the County of Riverside.

7. Plaintiffs are informed and believe and thereon allege that at all times relevant herein, Defendants and some of DOES 1 through 100 were the agents, employees, and/or servants, masters, or employers of the remaining DOES 1 through 100, and in doing the things herein alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of the other Defendants.

8. Plaintiffs are informed and believe and thereon allege that at all times relevant, Employers established the wages, hours and other terms and conditions of Plaintiffs employment to such a degree that Plaintiffs were their employees.

9. An employer or other person acting on behalf of an employer who violates, or causes to be violated, a provision regulating minimum wages or hours and days of work in an order of the Industrial Welfare Commission may be held liable as the employer for that violation. (Lab. Code §558.1(a).) The term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in C.C.P. §3294(b). (Lab. Code. §558.1(b).)

10. Plaintiffs are further informed and believe, and thereon allege, that each of the fictitiously named Defendants aided and assisted the named Defendants in committing the wrongful acts alleged herein and that Plaintiffs’ damages were proximately caused by each.

11. Pursuant to the California Labor Code, the Plaintiffs filed a notice with the Labor and Workforce Development Agency (LWDA) of their intent to pursue claims against the Defendant Palm Beach Tan under the Private Attorney General Act (PAGA). More than 65 days have passed, and Plaintiffs’ counsel has not received any notice from the LWDA stating an intention to prosecute Plaintiffs’ PAGA claims. Plaintiffs have, therefore, complied with the administrative exhaustion requirements of PAGA and, therefore, now submit this Second Amended Complaint.

///

///

1           12.     On October 1, 2025, the Plaintiffs filed an amended notice with the Labor and  
2 Workforce Development Agency (LWDA) of their intent to pursue claims against Defendant  
3 Heidi Shultz.

4           13.     Plaintiffs now seek to amend their complaint to add Heidi Shultz as a defendant.

5           **II. JURISDICTION AND VENUE**

6           14.     This Court has jurisdiction over this Second Amended Complaint under Code of  
7 Civil Procedure § 410.10. This action is brought under *Code of Civil Procedure* § 382.

8           15.     Venue is proper in this county under Code of Civil Procedure § 395 and  
9 395.5 because the claims made and the Labor Code violations against the persons identified  
10 hearing occurred in the County of Riverside and because Defendant owned and operated their  
11 business in the County of Riverside.

12           **III. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

13           16.     At all times material hereto, Plaintiffs have been and are Tanning/Sales  
14 Consultants that checked clients in for their appointments and solicited them to sign up for  
15 memberships.

16           17.     The employment by the Defendants of the Plaintiffs, and each of them, is  
17 governed by Industrial Welfare Commission Wage Order 2, which covers those persons  
18 employed in the personal service industry.

19           18.     Starting on or about January 8, 2023, and continuing to July 26, 2023, Defendants  
20 employed Mr. Davila on an hourly basis as a Tanning/Sales Consultant at its location in West  
21 Hollywood, California. During his employment with Defendant, Mr. Davila earned \$18.00 per  
22 hour.

23           19.     Starting on or about November 7, 2022, and continuing to August 1, 2023,  
24 Defendants employed Ms. Grant on an hourly basis as a Tanning/Sales Consultant at its location  
25 in West Hollywood, California. During her employment with Defendant, Ms. Grant earned  
26 \$18.00 per hour.

27           20.     Throughout their employment with Defendants, Plaintiffs were subjected to  
28 multiple PAGA violations. These violations included the following:

- 1 a. Plaintiffs were required to regularly perform compensable tasks post-shift-off-  
2 the-clock for which they did not receive any compensation. Specifically, about  
3 two times per week, Plaintiffs were required to work off the clock for  
4 approximately 30 minutes after clocking out when their manager(s) told them  
5 they were required to work a double shift. As a result, and because they  
6 improperly treated such post-shift activities as non-compensable, Defendants  
7 failed to compensate Plaintiffs for such time.
- 8 b. At all times during their employment, Plaintiffs routinely worked schedules  
9 such that they were due pay at overtime rates. During this period, it was the  
10 practice and policy of Defendants not to pay Plaintiffs overtime wages.  
11 Monies for unpaid overtime remain due and owing.
- 12 c. It was the practice and policy of Defendants to pay Plaintiffs less than  
13 minimum wage rates due to off-the-clock work and the lack of proper  
14 meal/rest breaks. Monies for these underpaid amounts remain due and owing.
- 15 d. Plaintiffs were routinely not afforded proper meal breaks. Meal breaks were  
16 routinely interrupted and/or not afforded. Further, on days when Plaintiffs  
17 worked 10–12-hour shifts, they were not afforded second meal breaks.
- 18 e. Plaintiffs were routinely not afforded proper rest breaks. At times, Plaintiffs  
19 had to work during their rest periods. On days when Plaintiffs worked between  
20 10-12 hours, they were not afforded third rest breaks.
- 21 f. As a result of Defendants’ failure to pay Plaintiffs their required overtime  
22 wages, minimum wages and failure to afford meal/rest breaks and sick pay,  
23 the wage statements issued to the Plaintiffs did not comply with *Labor Code*  
24 §226 and California Industrial Welfare Commission (“IWC”) Wage Order 2  
25 in that they did not accurately reflect all wages earned and due and owing.
- 26 g. Plaintiffs’ paystubs showed they had 24 hours of sick pay available; however,  
27 they were never paid sick pay.  
28

- 1 h. As a further result of Defendants' failure to pay Plaintiffs at required overtime  
2 wage rates due to off-the-clock work, minimum wages, meal/rest breaks not  
3 properly afforded, they were not provided with sick pay, when the Plaintiffs  
4 left their employment, they were not timely paid all wages due them, as required  
5 by Labor Code §§ 201, 202 and Wage Order 2. Further, it was the practice of  
6 Defendants not to pay Plaintiffs the final paychecks within the time periods  
7 mandated by Labor Code §§201, 202 and Wage Order 2.
- 8 i. Defendants failed to reimburse Plaintiffs for their necessary business  
9 expenses, such as cell phone use and purchases of snacks and water.
- 10 j. Plaintiffs worked at the front desk and were not provided a seat to perform  
11 their jobs. Plaintiffs' manager took away the chairs that were at the front desk  
12 and told Plaintiffs that it was "unprofessional" for them to sit.
- 13 k. Defendants failed to allow Plaintiffs to timely inspect their personnel records  
14 and payroll file.

15 **FIRST CAUSE OF ACTION**

16 **(Damages Pursuant to Private Attorney General Act Against Employers)**

17 21. Plaintiffs reallege and incorporate by reference all of the allegations set forth in  
18 this Amended Complaint.

19 22. As alleged above, during their employment with the Defendants, the Plaintiffs  
20 were subjected to multiple PAGA violations. These violations include the Defendants' systematic  
21 failure to pay overtime and minimum wages, to issue accurate wage statements, to pay all wages  
22 due on termination, to reimburse business expenses, to provide a uniform maintenance allowance,  
23 to provide suitable seating, to pay sick pay, and to allow inspection of employment records.

24 23. Plaintiffs, pursuant to California Labor Code §§2699, et seq., by and through their  
25 attorneys, uploaded a Private Attorney General Act ("PAGA") claim to the State of California  
26 Labor and Workforce Development Agency ("LWDA") and sent a letter via Certified Mail  
27 Return Receipt Requested to Defendant Palm Beach Tan.

1           24.       On October 1, 2025, Plaintiffs, pursuant to California Labor Code §§2699, et seq.,  
2 by and through their attorneys, uploaded an amended Private Attorney General Act (“PAGA”)  
3 claim to the State of California Labor and Workforce Development Agency (“LWDA”) adding  
4 Heidi Shultz as a Defendant and sent a letter via Certified Mail Return Receipt Requested to the  
5 Defendants.

6           25.       More than 65 days have passed since the above letter, and Plaintiffs’ counsel has  
7 not received any notice from the LWDA stating an intention to prosecute Plaintiffs’ PAGA  
8 claims.

9           26.       Plaintiffs have, therefore, complied with the administrative exhaustion  
10 requirements of PAGA.

11           27.       Plaintiffs seek Labor Code penalties, attorney’s fees, and costs, in an amount  
12 according to proof at trial, as provided by the Labor Code Private Attorney General Act.

13           **IV. PRAYER FOR RELIEF**

14           WHEREFORE, Plaintiffs respectfully pray that this Court enter judgment in their favor  
15 and against Defendants as follows:

16           1.       For civil penalties for each violation of the Labor Code Code §§ 201, 201.3, 202,  
17 203, 204, 210, 216, 218, 218.5, 223, 225.5, 226, 226.3, 226(a)-(e), 226.7, 227.3, 232.5, 233, 234,  
18 245, 246, 247, 247.5, 248, 248.2, 248.5, 432, 432.5, 510, 512, 558, 558.1, 1174, 1182.12, 1194,  
19 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1527, 17200, 2751, 2800, 2802, 2810.5, and Wage  
20 Order 2, §3-9, pursuant to Cal. Labor 2699;

21           2.       For compensatory damages in an amount according to proof at the time of trial;

22           3.       For reasonable costs, including attorneys’ fees, in an amount according to proof  
23 pursuant to Cal. Labor Code § 2699(g);

24           4.       For pre – and post-judgment interest in an amount according to proof at the time  
25 of trial;

26           5.       For Declaratory relief finding that the Defendants violated the law as alleged; and

27           6.       For such other and further relief as the Court deems just and proper.

28           **V. DEMAND FOR JURY TRIAL**

1           Plaintiffs Marc Davila and Madeleine Grant hereby respectfully request a trial by jury for  
2 all claims and issues raised in this Amended Complaint that may be entitled to a jury trial.

3  
4  
5 Date: November 14, 2025

LIPELES LAW GROUP, APC

6  
7 By: \_\_\_\_\_

  
Jasmine J. Badawi  
Attorneys for Plaintiffs,  
MARC DAVILA and MADELEINE GRANT

# **EXHIBIT 5**

## Expense List

| Date       | Type               | Matter No                                | User          | Description                                                  | Invoice Status | Payee/Vendor             | Account               | Billable | Amount     |
|------------|--------------------|------------------------------------------|---------------|--------------------------------------------------------------|----------------|--------------------------|-----------------------|----------|------------|
| 12/10/2025 | Credit Card Detail | 03615-Davila, Marc v. West Coast Tanning | Vollucci Todd | Filing fee                                                   | Not Invoiced   | First Legal Network, LLC | Client Costs Advanced | Yes      | \$80.10    |
| 11/5/2025  | Credit Card Detail | 03615-Davila, Marc v. West Coast Tanning | Vollucci Todd | Filing fee                                                   | Not Invoiced   | First Legal Network, LLC | Client Costs Advanced | Yes      | \$55.55    |
| 10/21/2025 | Vendor Bill Detail | 03615-Davila, Marc v. West Coast Tanning | Todd Vollucci | Expert Analysis #3615 Inv 14202510001                        | Not Invoiced   | Axiom Analytics LLC      | Client Costs Advanced | Yes      | \$234.00   |
| 10/20/2025 | Vendor Bill Detail | 03615-Davila, Marc v. West Coast Tanning | Todd Vollucci | Filing fee #3615 Inv 2079073                                 | Not Invoiced   | Steno Agency, Inc.       | Client Costs Advanced | Yes      | \$59.95    |
| 7/22/2025  | Credit Card Detail | 03615-Davila, Marc v. West Coast Tanning | Vollucci Todd | Filing fee                                                   | Not Invoiced   | First Legal Network, LLC | Client Costs Advanced | Yes      | \$18.30    |
| 7/22/2025  | Hard Cost          | 03615-Davila, Marc v. West Coast Tanning | Todd Vollucci | Inv 14202506003                                              | Not Invoiced   | Axiom Analytics LLC      | Client Costs Advanced | Yes      | \$2,376.00 |
| 7/15/2025  | Hard Cost          | 03615-Davila, Marc v. West Coast Tanning | Todd Vollucci | Davila v West Coast - Plaintiff's portion                    | Not Invoiced   | Henry J Bongiovi         | Client Costs Advanced | Yes      | \$8,000.00 |
| 7/15/2025  | Hard Cost          | 03615-Davila, Marc v. West Coast Tanning | Todd Vollucci | VOIDED – Davila v West Coast - Plaintiff's portion           | Not Invoiced   | Henry J Bongiovi         | Client Costs Advanced | Yes      | \$0.00     |
| 3/25/2025  | Credit Card Detail | 03615-Davila, Marc v. West Coast Tanning | Vollucci Todd | Filing fee                                                   | Not Invoiced   | First Legal Network, LLC | Client Costs Advanced | Yes      | \$18.30    |
| 1/21/2025  | Hard Cost          | 03615-Davila, Marc v. West Coast Tanning | Todd Vollucci | VOIDED – Davila v West Coast - Plaintiff's portion           | Not Invoiced   | Henry J Bongiovi         | Client Costs Advanced | Yes      | \$0.00     |
| 11/7/2024  | Credit Card Detail | 03615-Davila, Marc v. West Coast Tanning | Vollucci Todd | Filing fee                                                   | Not Invoiced   | First Legal Network, LLC | Client Costs Advanced | Yes      | \$17.30    |
| 10/8/2024  | Credit Card Detail | 03615-Davila, Marc v. West Coast Tanning | Vollucci Todd | Filing fee                                                   | Not Invoiced   | First Legal Network, LLC | Client Costs Advanced | Yes      | \$34.60    |
| 9/24/2024  | Vendor Bill Detail | 03615-Davila, Marc v. West Coast Tanning | Todd Vollucci | SOP: West Coast Tanning dba Palm Beach Tan #3615 Inv 1199312 | Not Invoiced   | Steno Agency, Inc.       | Client Costs Advanced | Yes      | \$285.95   |
| 8/27/2024  | Vendor Bill Detail | 03615-Davila, Marc v. West Coast Tanning | Todd Vollucci | Jury fees #3615 Inv 1149726                                  | Not Invoiced   | Steno Agency, Inc.       | Client Costs Advanced | Yes      | \$287.45   |
| 8/13/2024  | Vendor Bill Detail | 03615-Davila, Marc v. West Coast Tanning | Todd Vollucci | Filing fee #3615 Inv 1120847                                 | Not Invoiced   | Steno Agency, Inc.       | Client Costs Advanced | Yes      | \$2,017.45 |

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| 7/15/2024 | Credit Card<br>Detail | 03615-Davila, Marc v. West<br>Coast Tanning | Vollucci Todd | Davila, Marc (#3615) | Not Invoiced | Department of<br>Industrial<br>Relations | Client Costs<br>Advanced | Yes | \$75.00 |
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# **EXHIBIT 6**

# **EXHIBIT 7**

# **EXHIBIT 8**

## NOTICE OF SETTLEMENT

*Marc Davila and Madeleine Grant v. West Coast Tanning dba Palm Beach Tan et al.*  
Superior Court of the State of California, County of Riverside Case No. CVR12404266

Phoenix Class Action Administration Solutions  
P.O. Box 7208  
Orange, CA 92863  
Telephone: (800) 523-5773

Email: [info@phoenixclassaction.com](mailto:info@phoenixclassaction.com)

«Barcode» «BarcodeString»  
SIMID «SIMID»  
«FirstName» «LastName»  
«Address1» «Address2»  
«City» «State» «Zip»

You are receiving this notice and a check made payable to you as a result of a lawsuit brought on a representative basis under the California Private Attorneys General Act, Labor Code §§ 2698 *et seq.* (“PAGA”) by Plaintiffs Marc Davila and Madeleine Grant (“Plaintiffs”) against Defendants West Coast Tanning, Corporation (dba Palm Beach Tan, LLC) and Heidi Shultz (“Defendants”) (the “Action”). PAGA is a California statute that authorizes aggrieved employees to bring actions for civil penalties on behalf of themselves, other employees, and the State of California against their employers for Labor Code violations. Pursuant to the Labor Code, the civil penalties are allocated as follows: 65% to the State of California’s Labor & Workforce Development Agency and 35% to the Aggrieved Employees. The following table sets forth the allocation of the settlement:

|                                            |              |
|--------------------------------------------|--------------|
| Gross PAGA Settlement Amount (“GPSA”)      | \$125,000.00 |
| Attorneys’ Fees (35% of the GPSA)          | \$43,750     |
| Litigation Costs                           | \$13,559.95  |
| Plaintiff Davila’s Enhancement Payment     | \$2,500.00   |
| Plaintiff Grant’s Enhancement Payment      | \$2,500.00   |
| Settlement Administration Costs            | \$6,500.00   |
| Net Settlement Amount (“NSA”)              | \$56,190.05  |
| Amount to LWDA (65% of NSA)                | \$36,523.53  |
| Amount to Aggrieved Employees (35% of NSA) | \$19,666.52  |

Through the Action, Plaintiffs sought to recover civil penalties for purported violations of the California Labor Code on behalf of individuals who worked for Defendants during the time period July 15, 2023 to July 1, 2025, the date upon which Defendants corrected all alleged violations of the Labor Code, who were classified by Defendants as “non-exempt” or hourly paid employees in California (the “Aggrieved Employees”). You are not a party to the Action, but you and the government will be bound by the Court’s Order in this matter as to civil penalties. Specifically, Plaintiffs alleged that Defendants owe civil penalties under PAGA for Defendants’ failure to pay overtime, minimum wages, provide compliant meal periods and/or pay meal period premiums; failure to provide compliant rest breaks and/or pay rest break premiums; failure to provide accurate itemized wage statements; failure to reimburse necessary business expenses; failure to pay sick pay, failure to pay all wages owed at termination; failure to provide suitable seating and failure to timely provide personnel files and payroll records.

Defendants deny all claims and allegations in the Action, deny that they owe any penalties to Plaintiffs and/or the Aggrieved Employees, and assert that they have fully complied with all applicable Labor Codes and

all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, Defendants have settled the Action, and the Court has approved the settlement and release of the PAGA claims. Note that this settlement does not release any underlying Labor Code claims you have against Defendants, rather, this settlement only releases your claims for civil penalties under PAGA. Specifically, the settlement resolves any and all claims for civil penalties based on the facts alleged in the operative complaint and the notice letter(s) to the LWDA. These include claims for civil penalties under PAGA for Defendants' alleged failure to pay overtime, failure to pay minimum wages, failure to provide meal/rest breaks, failure to pay all wages upon separation from employment, failure to provide adequate itemized wage statements, failure to reimburse business expenses, failure to provide suitable seating, failure to pay sick pay, failure to timely provide personnel records, interest, fees, including fees under California Code of Civil Procedure section 1021.5, costs, and all other claims and allegations for civil penalties under PAGA made or which could have been made in the Action based on the facts and allegations pled in Plaintiffs' PAGA Notice(s) and the Operative Complaint. By Order dated [INSERT DATE], the Superior Court of California for the County of Riverside approved the settlement of the Action and the release below of PAGA claims. You cannot opt out of the settlement. If you do not cash your check by the check cashing deadline you will still be bound by the release contemplated by the settlement.

According to Defendants' records, you are among the Aggrieved Employees and are therefore entitled to a share of the PAGA settlement proceeds based upon the Court-approved allocation, which is based upon the pay periods you worked during the PAGA Period as a percentage of the pay periods worked during the PAGA Period by all Aggrieved Employees. Accordingly, you are receiving the enclosed settlement check in connection with the settlement of the PAGA claim for civil penalties, which shall remain valid for 180 days after mailing (the "Settlement Payment"). Checks remaining un-cashed for more than 180 days after issuance will become void and the funds will be paid to the Controller's Unclaimed Property Fund in your name.

As an Aggrieved Employee you cannot opt out of the Settlement.

Release by Aggrieved Employees. Effective on the date the Court signs the Final Approval, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint and the PAGA Notice.

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities on a 1099 basis. Note, no payroll deductions have been taken from your Settlement Payment. You should rely on your own tax advisors as to the tax consequences of your Settlement Payment. Neither Plaintiffs nor Defendants have made or will make any representations or warranties regarding the taxation of your Settlement Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

This Notice is only a summary of the Action and Settlement. For more information, you may personally inspect the files and the PAGA Settlement Agreement filed on [REDACTED], 2026 at the Riverside Superior Court of California, located at 4050 Main Street, Riverside, CA 92501, during regular Court hours. You may also view the case file online at: <https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>. You may also contact the Settlement Administrator by calling toll free 1(800) 523-5773, or you can write to Settlement Administrator, at P.O. Box 7208, Orange, CA 92863.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or your Settlement Payment. If you have any questions, you may call or write to Phoenix Class Action Administration Solutions (the Settlement Administrator) using the contact information at the top of this correspondence.

# **EXHIBIT 9**



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## CASE ASSUMPTIONS

|                           |            |
|---------------------------|------------|
| Aggrieved Employees       | 504        |
| Opt Out Rate              | N/A        |
| Opt Outs Received         |            |
| Total Aggrieved Employees | 504        |
| Subtotal Admin Only       | \$6,250.00 |

**Will Not Exceed \$6,250.00**

**For 500 Aggrieved Employees**

Pricing Good for Scope of Estimate Only

**May 27, 2025**

## Case: TBD PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 800-523-5773

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Kevin A. Lipeles, Esq.

Firm: Lipeles Law Group, APC

Contact Number: (310) 322-2211

Email: kevin@kallaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 500 Aggrieved Employees. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

| Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS) |          |              |                    |
|---------------------------------------------------------------------|----------|--------------|--------------------|
| Administrative Tasks:                                               | Rate     | Hours/Units  | Line Item Estimate |
| Programming Manager                                                 | \$125.00 | 2            | \$250.00           |
| Programming Database & Setup                                        | \$125.00 | 2            | \$250.00           |
| Toll Free Setup*                                                    | \$80.68  | 1            | \$80.68            |
| Call Center & Long Distance                                         | \$2.00   | 50           | \$100.80           |
| NCOA (USPS)                                                         | \$125.00 | 1            | \$125.00           |
|                                                                     |          | <b>Total</b> | <b>\$806.48</b>    |

\* Up to 120 days after disbursement

| Data Merger & Scrub / Notice Packet, Check & Postage |          |              |                    |
|------------------------------------------------------|----------|--------------|--------------------|
| Project Action                                       | Rate     | Hours/Units  | Line Item Estimate |
| Notice Packet Formatting                             | \$125.00 | 2            | \$250.00           |
| Data Merge & Duplication Scrub                       | \$0.25   | 504          | \$126.00           |
| Notice and Check Packet                              | \$1.25   | 504          | \$630.00           |
| Estimated Postage (up to 1 oz.)*                     | \$0.69   | 504          | \$347.76           |
|                                                      |          | <b>Total</b> | <b>\$1,353.76</b>  |

\* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

| Project Action:             | Rate    | Hours/Units | Line Item Estimate |
|-----------------------------|---------|-------------|--------------------|
| Case Associate              | \$50.00 | 2           | \$100.00           |
| Skip Tracing Undeliverables | \$1.00  | 76          | \$75.60            |
| Remail Notice Packets       | \$1.25  | 76          | \$94.50            |
| Estimated Postage           | \$0.69  | 76          | \$52.16            |
| Programming Undeliverables  | \$50.00 | 2           | \$100.00           |
| Total                       |         |             | \$422.26           |

## Database Programming

| Project Action:             | Rate     | Hours/Units | Line Item Estimate |
|-----------------------------|----------|-------------|--------------------|
| Programming Claims Database | \$135.00 | 2           | \$270.00           |
| Case Manager                | \$85.00  | 2           | \$170.00           |
| Total                       |          |             | \$440.00           |

## Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

| Project Action:            | Rate     | Hours/Units | Line Item Estimate |
|----------------------------|----------|-------------|--------------------|
| Programming Calculations   | \$135.00 | 2           | \$270.00           |
| Disbursement Review        | \$135.00 | 2           | \$270.00           |
| Programming Manager        | \$100.00 | 1           | \$100.00           |
| QSF Bank Account & EIN     | \$75.00  | 3           | \$225.00           |
| Check Run Setup & Printing | \$125.00 | 3           | \$375.00           |
| Total                      |          |             | \$1,240.00         |

\* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations |          |             |                    |
|----------------------------------------------------------------------------------------------|----------|-------------|--------------------|
| Project Action:                                                                              | Rate     | Hours/Units | Line Item Estimate |
| Case Supervisor                                                                              | \$125.00 | 4           | \$500.00           |
| Remail Undeliverable Checks<br>(Postage Included)                                            | \$1.50   | 5           | \$7.50             |
| Case Associate                                                                               | \$55.00  | 4           | \$220.00           |
| Reconcile Uncashed Checks                                                                    | \$65.00  | 4           | \$260.00           |
| Conclusion Reports                                                                           | \$200.00 | 1           | \$200.00           |
| Case Manager Conclusion                                                                      | \$125.00 | 1           | \$125.00           |
| Final Reporting & Declarations                                                               | \$125.00 | 1           | \$125.00           |
| QSF Annual Tax Reporting *<br>(State Tax Reporting Included)                                 | \$550.00 | 1           | \$550.00           |
| Total                                                                                        |          |             | \$1,987.50         |

\* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

**Estimate Total: \$6,250.00**



## **TERMS AND CONDITIONS**

**Provisions:** The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

**Data Conversion and Mailing:** The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

**Claims:** PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

**Payment Terms:** All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

### **Tax Reporting Requirements**

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.