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VIA WEBSITE UPLOAD

State of California

Labor and Workforce Development Agency

VIA EMAIL

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Re: Marc Davila et al. v. West Coast Tanning DBA Palm Beach Tan

State Court Case Number: CVR12404266

PAGA Claim Number: LWDA-CM-1039775-24

To the Labor and Workforce Development Agency

This letter is to notify you that a settlement has been reached in the matter of Marc Davila et al. v. West Coast Tanning DBA Palm Beach Tan, case number CVR12404266, which was filed in the Riverside County Superior Court – Historic Courthouse. This letter is sent pursuant to the provisions of California Labor Code, §§2699(l).

I. THE PARTIES

This class action was brought by Plaintiffs Marc Davila ("Davila") and Madeleine Grant ("Grant") (collectively, "Plaintiffs") on behalf of themselves and Members of the Class, against Defendant West Coast Tanning DBA Palm Beach Tan, a California Corporation ("Defendants"). Members of the class include all current and former employees who were hourly paid employees of Defendant and worked for Defendant in California at any time during the periods commencing on the date that is four (4) years before Plaintiffs filed the Operative Complaint and continuing to the present.

II. FACTS & NATURE OF THE DISPUTE

This is an employee-employer-related dispute. Plaintiffs and Aggrieved Employees were non-exempt employees of Defendant. Plaintiffs worked as hourly Tanning/Sales Consultants at Defendants' West Hollywood location and were covered by IWC Wage Order 2. Mr. Davila was employed from January 8, 2023, to July 26, 2023, and Ms. Grant from November 7, 2022, to August 1, 2023, each earning \$18.00 per hour. Plaintiffs allege that throughout their employment Defendants committed multiple PAGA violations, including requiring off-the-clock work, failing to pay overtime and minimum wages, denying compliant meal and rest breaks (including second and third breaks on long shifts), issuing inaccurate wage statements, failing to provide or pay sick leave, failing to timely pay all final wages, failing to reimburse necessary business expenses, denying suitable seating at the front desk, and failing to timely allow inspection of personnel and payroll records.

III. SETTLEMENT AMOUNT

The Parties have settled. The terms of the settlement are as follows:

1. The Defendant agrees to pay a total settlement amount of One Hundred and Twenty-Five Thousand and 00/100 Dollars (\$125,000.00).
2. The PAGA Net Settlement Amount is Fifty-Six Thousand One Hundred Ninety and 05/100 Dollars (\$56,190.05). Of this amount, sixty-five percent (65%), or Thirty-Six Thousand Five Hundred Twenty-Three and 53/100 Dollars (\$36,523.53), will be paid to the LWDA, and thirty-five percent (35%), or Nineteen Thousand Six Hundred Sixty-Six and 52/100 Dollars (\$19,666.52), will be paid to the Aggrieved Employees.
3. Plaintiffs shall receive a settlement payment of Two Thousand, Five Hundred and 00/100 Dollars each (\$2,500.00).
4. Class Counsel will receive a fee payment not exceeding Thirty-Five percent (35%) of the settlement amount, which is currently estimated to be Forty-Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$43,750.000). Additionally, Class Counsel will receive a Class Counsel Litigation Expenses Payment not to exceed Thirteen Thousand Five Hundred Fifty-Nine And 95/100 Dollars (\$13,559.95).
5. The Class Administrator will receive an Administrator Expenses Payment not to exceed Six Thousand and Five Hundred and 00/100 Dollars (\$6,500.00).

Sincerely,

LIPELES LAW GROUP, APC



By: Jasmine J. Badawi, Esq.