

Case No. S271721

IN THE SUPREME COURT
OF THE STATE OF CALIFORNIA

TINA TURRIETA
Plaintiff and Respondent,

v.

LYFT, INC.,
Defendant and Respondent.

BRANDON OLSON,
Petitioner.

After a Decision by the Court of Appeal,
Second Appellate District, Division Four, Case No. B304701
Superior Court Case No. BC714153

**RESPONDENT TINA TURRIETA'S
THIRD MOTION FOR JUDICIAL NOTICE**

THE GRAVES FIRM
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Attorneys for Plaintiff and Respondent
TINA TURRIETA

MOTION FOR JUDICIAL NOTICE

Pursuant to Rules 8.54, 8.252(a), and 8.520(g) of the California Rules of Court, Evidence Code §452, subdivisions (c) and (d), and Evidence Code §459, Plaintiff and Respondent Tina Turrieta, moves for judicial notice of the following documents:

- Plaintiff Brandon Olson’s Unopposed Motion for Approval of Individual Private Attorneys General Act Settlement; Memorandum of Points and Authorities, filed February 21, 2024 in San Francisco Superior Court Judicial Counsel Coordination Proceeding No. 5179, a true and correct copy of which is attached hereto as Exhibit 1;
- Declaration of Rachel Bien in Support of Plaintiff’s Unopposed Motion for Approval of Individual Private Attorneys General Act Settlement, filed February 21, 2024 in San Francisco Superior Court Judicial Counsel Coordination Proceeding No. 5179 a true and correct copy of which is attached hereto as Exhibit 2;
- Order from the Superior Court of California for the County of San Francisco, Granting Plaintiff’s Unopposed Motion for Approval of Individual Private Attorneys General Act settlement, filed March 18, 2024 in San Francisco Superior Court Judicial Counsel Coordination Proceeding No. 5179, a true and correct copy of which is attached hereto as Exhibit 3.

MEMORANDUM OF POINTS AND AUTHORITIES

In this motion, Respondent seeks judicial notice of the pleadings in which Appellant Brandon Olson (“Olson”) seeks approval for a settlement of Private Attorney General Act (“PAGA”) claims arising from Olson’s employment with Lyft. Respondent also seeks judicial notice of an Order from the Superior Court of California for the County of San Francisco, granting Appellant Olson’s Motion for Approval of his PAGA settlement. The pleadings were filed in February 2024, and the Order was entered by the trial court on March 18, 2024. These materials therefore relate to proceedings occurring after the Order or Judgment that is the subject of the appeal. *See*, [Cal. Rules of Court, Rule 8.252\(a\)\(2\)\(D\)](#). For the same reason, the matter to be noticed was not presented to the trial court. *See*, [Cal. Rules of Court, Rule 8.252\(a\)\(2\)\(B\)](#).

All three documents for which Respondent seeks judicial notice are noticeable pursuant to [California Evidence Code §452\(d\)\(1\)](#) as “records of any court of this state.” *In re Sassounian*, [9 Cal. 4th 535, 543, fn. 4 \(1995\)](#) citing [California Evidence Code, §452 subds. \(c\) & \(d\)](#); *see also* [California Evidence Code, §459](#) (providing that a reviewing court “may take judicial notice of any matter specified in Section 452.”)

The material to be noticed is relevant to the appeal because Brandon Olson, who is the Appellant in the appeal before this Court, has settled the State's PAGA claims with regard to violations that he experienced in relation to this case. *See*, [Cal. Rules of Court, Rule 8.252\(a\)\(2\)\(A\)](#). The question before this Court is whether Olson, as a PAGA litigant in an overlapping PAGA case, has the right to intervene, object, move to set aside judgments, and ultimately, to appeal the settlement in this case. Accordingly, the pleadings describing the agreement in which Appellant Olson settles PAGA claims at issue in this case, and the Order granting approval for that settlement are relevant to the question before this Court, including whether Appellant remains a PAGA litigant in an overlapping case after his settlement. Given the Order's relevance to the issue in this appeal, this Court should exercise its discretion to take judicial notice.

CONCLUSION

For the foregoing reason, Respondent respectfully requests that this Court take judicial notice of the attached documents relating to Appellant Olson's Motion for Approval of Individual Private Attorneys General Act Settlement.

DATED: April 26, 2024

Respectfully submitted,

THE GRAVES FIRM

By: /s/ Allen Graves

ALLEN GRAVES
Attorney for Plaintiff and
Respondent Tina Turrieta

**CERTIFICATE OF WORD COUNT
CALIFORNIA RULES OF COURT,
RULES 8.204(c) & 8.486(a)(6)**

The text of Respondent's motion consists of 579 words as counted by the Microsoft Word 2021 word processing program used to generate the brief, exclusive of the tables, verification, supporting documents, and certificates.

DATED: April 26, 2024

Respectfully submitted,

THE GRAVES FIRM

By: /s/ Allen Graves

ALLEN GRAVES
Attorney for Plaintiff and
Respondent Tina Turrieta

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024.

On April 26, 2024, I served the following document(s) described as:

**RESPONDENT TINA TURRIETA’S
THIRD MOTION FOR JUDICIAL NOTICE**

on the interested parties by transmitting a true and correct copy thereof addressed as follows:

VIA ELECTRONIC SERVICE:

I personally sent such document(s) through the court’s True Filing electronic filing service.

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**Attorneys for Petitioner
Brandon Olson**

Court of Appeal, State of California
Second Appellate District, Div. 4
300 S. Spring Street
2nd Floor, North Tower
Los Angeles, CA 90013

VIA U.S. MAIL:

Los Angeles County Superior Court
Stanley Mosk Courthouse
Civil Division, Department 51
Judge Upinder S. Kalra
111 North Hill Street
Los Angeles, CA 90012

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on April 26, 2024, at Sierra Madre, California.

Mimi Li
Type or Print Name

/s/ Mimi Li
Signature

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24 *Counsel for Plaintiff Olson on Behalf of the
25 State of California and Aggrieved Employees*

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA
27 FOR THE COUNTY OF SAN FRANCISCO**

28 COORDINATION PROCEEDING SPECIAL
TITLE [RULE 3.550]

**UBER TECHNOLOGIES WAGE AND
HOUR CASES**

Case No. CJC-21-005179

**JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 5179**

**PLAINTIFF'S UNOPPOSED MOTION FOR
APPROVAL OF INDIVIDUAL PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Judge: Hon. Ethan P. Schulman
Dept: 304
Hearing Date/Time: March 13, 2024, 11 a.m.
[Hearing date and time approved by Court]
Action Filed: May 24, 2018

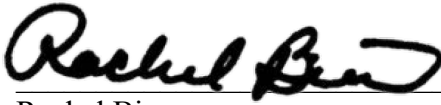
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on March 13, 2024 at 11:00 a.m., or as soon thereafter as the
3 matter can be heard, in Department 304 of this Court, located at San Francisco, CA 94012, Plaintiff
4 Brandon Olson, will and hereby does, move this Court for entry of an order approving the parties’
5 settlement of Plaintiff’s individual Private Attorneys General Act (“PAGA”) claim pursuant to
6 California Labor Code section 2699(1)(2).

7 This unopposed motion is based on the Notice of Motion; the accompanying Memorandum
8 of Points and Authorities; the Declaration of Rachel Bien filed herewith; the pleadings, papers, and
9 other records on file in this action; and any oral argument on the motion.

10 Dated: February 21, 2024

**OLIVIER & SCHREIBER LLP
OUTTEN & GOLDEN LLP**

11
12
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14 Rachel Bien

15 *Counsel for Plaintiff Olson on Behalf of the*
16 *State of California and Aggrieved Employees*

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1 **I. INTRODUCTION**

2 Plaintiff Brandon Olson seeks approval of the settlement of his individual Private Attorneys
3 General Act (“PAGA”) claim against Defendant Lyft, Inc. (“Lyft”) for \$50,000 in civil penalties.
4 The settlement preserves Plaintiff’s representative PAGA claim, which has been stayed since
5 October 27, 2022, pending the arbitration of his individual PAGA claim. The proposed settlement
6 is fair, reasonable, and adequate based on the parties’ investigation of the facts, discovery,
7 negotiations, and detailed knowledge of the issues in this case. The potential risks were carefully
8 considered by Plaintiff and Plaintiff’s counsel in agreeing to the proposed settlement. Accordingly,
9 Plaintiff respectfully requests that the Court enter an order approving the proposed settlement.

10 **II. FACTUAL AND PROCEDURAL BACKGROUND**

11 On May 24, 2018, Plaintiff filed an action pursuant to PAGA against Lyft alleging that Lyft
12 had misclassified him and other drivers in California as independent contractors instead of
13 employees under the Labor Code and Wage Order 9. (Declaration of Rachel Bien in Support of
14 Plaintiff’s Unopposed Motion for Approval of Individual Private Attorneys General Act Settlement
15 (“Bien Decl.”) ¶ 4.) Plaintiff’s case was ultimately coordinated in a Judicial Council Coordination
16 Proceeding (“JCCP”) with several other actions against Lyft and Uber Technologies, Inc., which is
17 currently pending before this Court. (*Id.*)

18 Pursuant to the U.S. Supreme Court’s decision in *Viking River Cruises v. Moriana*, 142 S.
19 Ct. 1906 (2022), Plaintiff’s PAGA claim is divided into two components: an individual PAGA
20 claims and a representative PAGA claim on behalf of other drivers who use Lyft. Plaintiff’s
21 representative PAGA claim is pending before this Court. On October 26, 2022, Plaintiff and Lyft
22 entered into a stipulation to stay Plaintiff’s representative PAGA claim and file his individual
23 PAGA claim in arbitration. (*Id.* ¶ 5.) The Court so ordered the stipulation on October 27, 2022.
24 (*Id.*) On March 23, 2023, Plaintiff filed an arbitration against Lyft in the American Arbitration
25 Association (“AAA”), bringing an individual PAGA claim and individual claims for damages under
26 the Labor Code and Wage Order 9 based on Lyft’s alleged misclassification of him as an
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1 independent contractor (“the Arbitration”). (*Id.* ¶ 6.) The parties selected the Hon. Lynn Duryee,
2 Ret., to serve as the arbitrator. (*Id.*)

3 **III. SETTLEMENT NEGOTIATIONS AND TERMS**

4 Beginning in or around May 2023, the parties entered into a negotiation concerning the
5 claims alleged in the Arbitration. (Bien Decl. ¶ 7.) Based on data provided by Lyft reflecting
6 Plaintiff’s mileage and pay periods as a Lyft driver, and Plaintiff’s counsel’s extensive knowledge
7 of the facts underlying Plaintiff’s claims, Lyft’s business model, and other facts relevant to the
8 independent contractor analysis under California’s “ABC” test, Plaintiff accepted Lyft’s offer to
9 settle his individual PAGA claim for \$50,000 in civil penalties, plus separately negotiated amounts
10 for a general release of Plaintiff’s individual claims for damages and for Plaintiff’s counsel’s
11 attorneys’ fees and costs incurred pursuing Plaintiff’s individual claims. (*Id.*) A summary of the
12 terms relating to Plaintiff’s settlement of his individual PAGA claim is attached to the Bien Decl.
13 as Exhibit A. The terms of the settlement agreement that are unrelated to Plaintiff’s individual
14 PAGA claim are subject to a confidentiality agreement.¹

15 Under the proposed settlement, pursuant to Labor Code § 2699(j), seventy-five percent of
16 the civil penalties will be allocated to the Labor & Workforce Development Agency (“LWDA”)
17 and twenty-five percent will be allocated to Plaintiff. (Bien Decl. ¶ 8.) Plaintiff will file this motion
18 with the LWDA at the same time that he files it with the Court, pursuant to Labor Code § 2699(1)(2).
19 (*Id.*) Lyft will issue payments to Plaintiff and to the LWDA within 15 days of the Court’s approval
20 of the settlement. (*Id.*)

21 The proposed settlement does not release Plaintiff’s representative PAGA claim that is
22 pending before the Court and does not include any claim for attorneys’ fees and costs based on the
23 pending representative PAGA claim or waive any rights he would have otherwise had with respect
24 to his representative PAGA claim pending before the Court. (*Id.* ¶ 9 & Ex. A.)

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27 ¹ If the Court determines that it must review any terms of the settlement, Lyft will file a motion to
28 seal (or submit in camera) the settlement agreement, which Plaintiff has agreed not to oppose.
(Bien Decl. ¶ 7, fn.1.)

1 **IV. ARGUMENT**

2 **A. Legal Standard for PAGA Settlements.**

3 PAGA settlements are subject to court review, “ensuring that any negotiated resolution is
4 fair to those affected.” (*Williams v. Super. Ct of Los Angeles County*, 3 Cal.5th 531, 549 (2017)
5 [quoting Cal. Lab. Code 2699(1)(2)] [internal quotation marks omitted].) Although PAGA does not
6 set forth the particular standards against which a PAGA settlement should be evaluated, some of
7 the factors for review of a class action settlement under Fed. R. Civ. P. 23, C.C.P. § 382, and Cal.
8 Rules of Court, Rule 3.769 may be “useful in evaluating the fairness of a PAGA settlement” by the
9 reviewing court. (*See Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56, 77 (2021).) In particular,
10 “while PAGA does not require the trial court to act as a fiduciary for aggrieved employees, adoption
11 of a standard of review for settlements that prevents ‘fraud, collusion or unfairness,’ and protects
12 the interests of the public and the LWDA in the enforcement of state labor laws is warranted.” *Id.*
13 Furthermore, “[b]ecause many of the factors used to evaluate class action settlements bear on a
14 settlement’s fairness—including the strength of the plaintiff’s case, the risk, the stage of the
15 proceeding, the complexity and likely duration of further litigation, and the settlement amount—
16 these factors can be useful in evaluating the fairness of a PAGA settlement.” (*Id.*)

17 No appellate court has ruled on the standard that applies, post-*Viking River*, in the context
18 of an individual PAGA settlement that preserves the Plaintiff’s representative claim, as this
19 settlement does. Nonetheless, to the extent that the same standard applies, the proposed settlement
20 satisfies this standard because it is fair, adequate, and reasonable.

21 **B. The Terms of the Settlement Are Fair, Reasonable, and Adequate.**

22 **1. The Settlement Was Negotiated at Arms’ Length.**

23 At all times, the parties negotiated at arms’ length and were represented by counsel with
24 expertise in this area of the law. (Bien Decl. ¶ 7.) Plaintiff’s counsel used their extensive experience
25 litigating the claims of Lyft drivers, including before this Court and in thousands of arbitrations, as
26 well as their knowledge of Plaintiff’s individual circumstances, to evaluate Lyft’s settlement offer.
27 (*Id.*) This factor supports settlement approval. (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th
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1 116, 129 (2008); *see also Anderson v. Nextel Retail Stores, LLC*, No. CV 07-4480-SVW (FFMx),
2 2010 U.S. Dist. LEXIS 43377, at *44 (C.D. Cal. Apr. 12, 2010) [settlement negotiated at arm’s
3 length “is entitled to a presumption of fairness”].)

4 **2. The Strength of Plaintiff’s Case and the Risks.**

5 The settlement is fair and reasonable in light of the strength of Plaintiff’s case and the
6 potential risks. The parties have hotly contested the key merits issue for years—whether Lyft
7 misclassified drivers—and there has been no decision by any court in this state to date resolving
8 the question. Even if Plaintiff were to prevail, Lyft would contest whether Plaintiff is entitled to
9 the full measure of penalties that PAGA affords. While Plaintiff believes that his claim has merit
10 and that he would prevail on summary adjudication or at the arbitration hearing, he recognizes the
11 risk that Lyft may prevail or that he could recover less than the full measure in penalties, due to the
12 Arbitrator’s discretion to determine the amount of the penalty. (Lab. Code § 2699(e)(2).) These
13 circumstances support approval of the individual settlement.

14 **3. The Stage of the Proceeding.**

15 Although the parties settled at an early stage of the Arbitration, Plaintiff had sufficient
16 information to properly evaluate the strength and weaknesses of his claim. As noted above,
17 Plaintiff’s counsel has litigated many Lyft driver cases, including reviewing substantial discovery
18 regarding Lyft’s business model and control over drivers, taking the depositions of Lyft’s corporate
19 representatives, and moving for summary adjudication for other Lyft drivers. (Bien Decl. ¶ 7.)
20 Based on this experience and Plaintiff’s own driving data, Plaintiff’s counsel possessed all of the
21 information they required to fully evaluate Lyft’s settlement offer. (*Id.*) The parties appropriately
22 conserved their resources by attempting to resolve the case early. Thus, this factor weighs in favor
23 of approval.

24 **4. The Complexity and Likely Duration of Further Litigation.**

25 This case would have required a sizable expenditure of the parties’ resources to litigate the
26 claims through summary adjudication or an arbitration hearing. Plaintiff would have spent
27 considerable time and resources engaging in discovery and motion practice and preparing for the
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1 arbitration hearing if one was required. This would likely have taken at least a year. This weighs
2 in favor of approval.

3 **5. The Settlement Amount.**

4 The settlement amount represents a substantial amount of the penalties that Plaintiff and the
5 State are owed for Plaintiff's individual PAGA claim. Plaintiff worked approximately 52 pay
6 periods during the relevant period. (Bien Decl. ¶ 10.) The proposed \$50,000 settlement therefore
7 constitutes payments of approximately \$962 per pay period. (*Id.*) Plaintiff's counsel estimates that
8 if Plaintiff prevailed at the Arbitration, he could recover up to approximately \$102,100 in PAGA
9 penalties for his individual PAGA claim based on the following alleged violations. These
10 calculations assume that penalties will be stacked for each violation and awarded for all pay periods
11 during the relevant period at the highest possible rate.

12 Business Expenses, Wage Order 9 and Lab. Code § 2802	\$10,300	\$100 initial pay period; \$200 subsequent pay periods
13 Overtime, Wage Order 9 and Lab. Code § 510	\$5,150	\$50 initial pay period; \$100 subsequent pay periods
14 Inaccurate Wage Statements, Wage Order 9 and Lab. Code § 226	\$51,250	\$250 initial pay period; \$1,000 subsequent pay periods
15 Untimely Pay, Lab. Code § 203	\$100	
16 Meal Breaks, Wage Order 9 and Lab. Code § 512	\$5,150	\$50 initial pay period; \$100 subsequent pay periods
17 Rest Breaks, Wage Order 9 and Lab. Code § 226.7	\$5,150	\$50 initial pay period; \$100 subsequent pay periods
18 Misclassification, Lab. Code § 226.8	\$25,000	

19 **C. PAGA Permits Plaintiff to Negotiate Amounts for Attorneys' Fees and Costs.**

20 As noted above, Plaintiff negotiated a separate amount for his counsel's attorneys' fees and
21 costs related to the litigation of his individual PAGA and damages claims. PAGA allows a
22 prevailing plaintiff to recover attorneys' fees and costs. (Lab. Code § 2699(1)(2).) Here, the
23

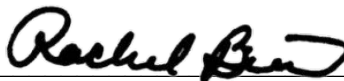
1 negotiation was conducted at arms' length and occurred after Plaintiff completed the negotiation of
2 his individual PAGA settlement. (Bien Decl. ¶ 7.) Because the individual settlement does not
3 prejudice the rights of the LWDA or the aggrieved employees, the Court is not required to approve
4 the attorneys' fee and cost payment to approve the individual PAGA settlement.

5 **V. CONCLUSION**

6 For the foregoing reasons, Plaintiff respectfully requests that the Court approve the
7 proposed settlement of Plaintiff's individual PAGA claim.

8 Dated: February 21, 2024

9 OLIVIER & SCHREIBER LLP
OUTTEN & GOLDEN LLP

10 By: 
11 Rachel Bien

12 *Attorneys for Plaintiff Brandon Olson*

Exhibit 2

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24 *Counsel for Plaintiff Olson on Behalf of the
25 State of California and Aggrieved Employees*

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA
27 FOR THE COUNTY OF SAN FRANCISCO**

28 COORDINATION PROCEEDING SPECIAL
TITLE [RULE 3.550]

**UBER TECHNOLOGIES WAGE AND
HOUR CASES**

Case No. CJC-21-005179

**JUDICIAL COUNCIL COORDINATION
PROCEEDING NO. 5179**

**DECLARATION OF RACHEL BIEN IN
SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION FOR APPROVAL OF
INDIVIDUAL PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT**

Judge: Hon. Ethan P. Schulman
Dept: 304
Hearing Date/Time: March 13, 2024, 11 a.m.
[Hearing date and time approved by Court]
Action Filed: May 24, 2018

DECLARATION OF RACHEL BIEN IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF
INDIVIDUAL PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

Case No. CJC-21-005179

1 I, Rachel Bien, declare as follows:

2 1. I am a member of the Bar of the State of California and am in good standing. I am a
3 partner at the law firm of Olivier & Schreiber LLP, which, together with Outten & Golden LLP,
4 represents Plaintiff Brandon Olson in this action.

5 2. The facts contained in this declaration are within my personal knowledge, and I
6 could and would testify truthfully to those facts if called to do so under oath.

7 3. I make this declaration in support of Plaintiff’s Unopposed Motion for Approval of
8 Individual Private Attorneys General Act Settlement.

9 4. On May 24, 2018, Plaintiff filed an action pursuant to PAGA against Lyft alleging
10 that Lyft had misclassified him and other drivers in California as independent contractors instead
11 of employees under the Labor Code and Wage Order 9. Plaintiff’s case was ultimately coordinated
12 in a Judicial Council Coordination Proceeding (“JCCP”) with several other actions against Lyft and
13 Uber Technologies, Inc., which is currently pending before this Court.

14 5. Pursuant to the U.S. Supreme Court’s decision in *Viking River Cruises v. Moriana*,
15 142 S. Ct. 1906 (2022), Plaintiff’s PAGA claim is divided into two components: an individual
16 PAGA claims and a representative PAGA claim on behalf of other drivers who use Lyft. Plaintiff’s
17 representative PAGA claim is pending before this Court. On October 26, 2022, Plaintiff and Lyft
18 entered into a stipulation to stay Plaintiff’s representative PAGA claim and file his individual
19 PAGA claim in arbitration.

20 6. On March 23, 2023, Plaintiff filed an arbitration against Lyft in the American
21 Arbitration Association (“AAA”), bringing an individual PAGA claim and individual claims for
22 damages under the Labor Code and Wage Order 9 based on Lyft’s alleged misclassification of him
23 as an independent contractor (“the Arbitration”). The parties selected the Hon. Lynn Duryee, Ret.,
24 to serve as the arbitrator.

25 7. Beginning in or around May 2023, the parties entered into a negotiation concerning
26 the claims alleged in the Arbitration. Based on data provided by Lyft reflecting Plaintiff’s mileage
27 and pay periods as a Lyft driver, and Plaintiff’s counsel’s extensive knowledge of the facts
28

1 underlying Plaintiff’s claims, Lyft’s business model, and other facts relevant to the independent
2 contractor analysis under California’s “ABC” test learned through counsel’s representation of
3 thousands of Lyft drivers in arbitrations and depositions of Lyft’s corporate representatives,
4 Plaintiff accepted Lyft’s offer to settle his individual PAGA claim for \$50,000 in civil penalties,
5 plus separately negotiated amounts for a general release of Plaintiff’s individual claims for damages
6 and for Plaintiff’s counsel’s attorneys’ fees and costs incurred pursuing Plaintiff’s individual
7 claims. The negotiation of attorneys’ fees and costs occurred after Plaintiff completed the
8 negotiation of his individual PAGA settlement. At all times, the parties negotiated at arms’ length
9 and were represented by counsel with expertise in the relevant area of the law. A summary of the
10 terms relating to Plaintiff’s settlement of his individual PAGA claim is attached hereto as **Exhibit**
11 **A**. The terms of the settlement agreement that are unrelated to Plaintiff’s individual PAGA claim
12 are subject to a confidentiality agreement.¹

13 8. Under the proposed settlement, pursuant to Labor Code § 2699(j), seventy-five
14 percent of the civil penalties will be allocated to the Labor and Workforce Development Agency
15 (“LWDA”) and twenty-five percent will be allocated to Plaintiff. Plaintiff will file this motion with
16 the LWDA at the same time that he files it with the Court, pursuant to Labor Code § 2699(1)(2).
17 Lyft will issue payments to Plaintiff and to the LWDA within 15 days of the Court’s approval of
18 the settlement. (Ex. A, ¶ 5.)

19 9. The proposed settlement does not release Plaintiff’s representative PAGA claim that
20 is pending before the Court and does not include any claim for attorneys’ fees and costs based on
21 the pending representative PAGA claim or waive any rights he would have otherwise had with
22 respect to his representative PAGA claim pending before the Court. (Ex. A, ¶ 3.)

23 10. The settlement amount represents a substantial amount of the penalties that Plaintiff
24 and the State are owed for Plaintiff’s individual PAGA claim. Plaintiff worked approximately 52
25 pay periods during the relevant period. The proposed \$50,000 settlement therefore constitutes
26

27 ¹ If the Court determines that it must review any terms of the settlement, Lyft will file a motion to
28 seal (or submit in camera) the settlement agreement, which Plaintiff has agreed not to oppose.

1 payments of approximately \$962 per pay period. We estimate that if Plaintiff prevailed in the
2 Arbitration, he could recover up to approximately \$102,100 in PAGA penalties for his individual
3 PAGA claim based on the alleged violations. Our calculations assume that penalties will be stacked
4 for each violation and awarded for all pay periods during the relevant period at the highest possible
5 rate.

6 I declare, under penalty of perjury, under the laws of the State of California, that the
7 foregoing is true and correct. Executed this 21st day of February, 2024, at Los Angeles, California.

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9 
10 Rachel Bien
11 *Attorney for Plaintiff Brandon Olson*
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EXHIBIT A

SUMMARY OF PAGA SETTLEMENT & RELEASE

This Summary of PAGA Settlement & Release Agreement (“Summary”) summarizes a Confidential Settlement & Release Agreement (the “Agreement”) made and entered into by and between **Brandon Olson** (“Mr. Olson”) and **Lyft, Inc.**, as well as all of Lyft’s subsidiaries, affiliates, successors, and assigns (collectively, “Lyft”), insofar as the Agreement pertains to Mr. Olson’s release of individual claims against Lyft under the California Private Attorneys General Act (“PAGA”). This Summary may refer collectively to Mr. Olson and Lyft as the “**Parties**,” and to each of Mr. Olson and Lyft as a “**party**.”

RECITALS

- A. Mr. Olson filed a civil complaint in the Superior Court of California, County of San Francisco, Case No. CFC-18-566788, on May 25, 2018, alleging that, *inter alia*, Lyft improperly classified Mr. Olson as an independent contractor and wrongfully withheld certain wages and employment benefits. Lyft disputes Mr. Olson’s claims and contends that at all times Mr. Olson operated as a bona fide independent contractor, including during the time that he accessed Lyft’s platform.
- B. Mr. Olson filed a Third Amended Complaint on September 12, 2022 asserting claims exclusively under California’s Private Attorneys’ General Act, Cal. Labor Code 2699, *et seq.* (“PAGA”).
- C. On October 27, 2022, the Parties jointly stipulated to arbitrate the individual component of Mr. Olson’s PAGA claims following the United States Supreme Court’s decision in *Viking River Cruises v. Moriana*, 142 S. Ct. 1906 (2022), pursuant to the arbitration clause in the operative contract between Mr. Olson and Lyft. The Parties jointly stipulated that Mr. Olson’s non-individual PAGA claims would remain pending before the Superior Court and stayed, pending the outcome of the arbitration of his individual PAGA claims.
- D. On March 23, 2023, Mr. Olson filed an arbitration demand alleging both individual claims under the California Labor Code and the individual portion of his PAGA claims (the “**Litigation**”), which claims remain pending.
- E. To avoid the time, expense, inconvenience, and uncertainties of litigation, the Parties seek to finally resolve the Litigation as well as any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Mr. Olson may have (with the exception of Mr. Olson’s non-individual PAGA claim that remains pending in the Superior Court) against Lyft and any of the Lyft Releasees as defined below. The settlement was made without any admission of wrongdoing or liability by Lyft.
- F. The Parties fully executed the Agreement on or about February 12, 2024.

G. This Summary reflects all material terms in the Agreement bearing on Mr. Olson's release and settlement of his individual PAGA claims against Lyft. The Parties prepared this Summary to enable the Superior Court to review and approve Mr. Olson's release and settlement of his individual PAGA claims against Lyft.

SUMMARY OF TERMS IN THE AGREEMENT RELATED TO MR. OLSON'S INDIVIDUAL PAGA SETTLEMENT & RELEASE

For and in consideration of the mutual promises, covenants, and understandings contained in the Agreement, the Parties agreed in the Agreement as follows:

1. Settlement Payment.

In consideration for Mr. Olson signing the Agreement, and for performing and adhering to all obligations, terms, and conditions of this Agreement, and provided that Mr. Olson does not breach this Agreement, Lyft has agreed to make a settlement payment (the "**Settlement Payment**") to Mr. Olson. Fifty thousand dollars (\$50,000.00) of the Settlement Payment shall be allocated to settlement of Mr. Olson's individual claims under PAGA, Cal. Labor Code § 2699. Seventy-five percent (75% or \$37,500.00) shall be paid to the Labor & Workforce Development Agency as required by California Labor Code § 2699(j). Twenty-five percent (25% or \$12,500.00) shall be paid to Mr. Olson.

2. Release of individual PAGA claims against Lyft by Mr. Olson.

Upon the effective date of the Agreement, except as expressly set forth below in Paragraph 3 of this Notice, the Agreement provides that Mr. Olson will irrevocably and unconditionally cancel, terminate, abrogate, waive, release and forever discharge Lyft (including all of its divisions, subsidiaries, affiliates, predecessors and successors, shareholders, owners, directors, insurers, officers, agents, servants, employees and attorneys, past and present) (collectively "Releasees") from any and all complaints, claims for relief, causes of action, liabilities, obligations, controversies, damages and suits, of any nature whatsoever, known or unknown relating to, or resulting from any events occurring prior to the execution of the Agreement, for which he might seek recovery of individual penalties pursuant to the California Private Attorneys General Act ("PAGA"), Labor Code section 2698 *et seq.*, ("Individual PAGA Claim" or "Individual PAGA Claims"), that Mr. Olson, individually now has, owns, or holds, or claims to have, own, or hold, or that Mr. Olson at any time had, owned, or held, or claimed to have had, owned, or held against any of the Releasees.

3. No Release of Non-Individual PAGA Claims, No Admission by Lyft.

Mr. Olson's release of claims against Lyft expressly does not include the non-individual claims under PAGA, Labor Code § 2698 *et seq.* that are currently pending before the Superior Court. Mr. Olson's release of claims against Lyft also does not include any claim for attorneys' fees and costs based on the pending non-individual PAGA claim. For the sake of clarity, Mr. Olson's release of claims against Lyft does include claims for attorneys' fees and costs related to his individual PAGA and Labor Code claims.

In agreeing to these limitations, Lyft denies all liability with respect to such claims, and does not waive any defense or argument related to Mr. Olson's non-individual PAGA claim. Likewise, by entering into this Agreement, Mr. Olson does not waive any rights he would have otherwise had with respect to his non-individual PAGA claim pending before the Superior Court.

4. Dismissal of Claims Against Lyft in the Litigation.

In the Agreement, Mr. Olson agreed to terminate the Litigation with prejudice. The non-individual portion of Mr. Olson's PAGA claim, currently stayed and pending within the JCCP, is expressly not part of the Litigation and is not affected by the Agreement.

5. Timing of Lyft's Payment.

Lyft will pay the Settlement Payment within fifteen (15) days of the Superior Court's approval of the settlement of Mr. Olson's individual PAGA claims, pursuant to Labor Code § 2699(1).

6. Confidentiality.

Mr. Olson has agreed to keep all information related to the Agreement confidential, except the amount of the Settlement allocated to resolve Mr. Olson's individual PAGA claims, which must be disclosed to the Court for review and approval, pursuant to California Labor Code section 2699(1), and to the Labor and Workforce Development Agency (LWDA).

To the extent that the Court, in discharging its obligation to review and approve the settlement of Olson's individual PAGA claim, inquires as to other consideration paid to Olson for the settlement of his individual Labor Code Claims, or the amount paid for attorneys' fees and costs to his counsel, the parties will jointly move to seal (or submit in camera) the amounts and terms of the settlement of those claims other than Mr. Olson's individual PAGA claim.

Exhibit 3



FILED
San Francisco County Superior Court

MAR 18 2024

CLERK OF THE COURT
BY: Christina Miller
Deputy Clerk

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24 *Counsel for Plaintiff Olson on Behalf of the
25 State of California and Aggrieved Employees*

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA
27 FOR THE COUNTY OF SAN FRANCISCO**

28 COORDINATION PROCEEDING SPECIAL
TITLE [RULE 3.550]

Case No. CJC-21-005179

**UBER TECHNOLOGIES WAGE AND
29 HOUR CASES**

**JUDICIAL COUNCIL COORDINATION
30 PROCEEDING NO. 5179**

31 **[PROPOSED] ORDER GRANTING
32 PLAINTIFF'S UNOPPOSED MOTION FOR
33 APPROVAL OF INDIVIDUAL PRIVATE
34 ATTORNEYS GENERAL ACT
35 SETTLEMENT**

36 Judge: Hon. Ethan P. Schulman
37 Dept: 304
38 Hearing Date/Time: March 13, 2024, 11 a.m.
[Hearing date and time approved by Court]
Action Filed: May 24, 2018

39 **[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF PRIVATE
40 ATTORNEYS GENERAL ACT SETTLEMENT**

Case No. CJC-21-005179

1 Plaintiff's motion for an order granting approval of the proposed settlement of his individual
2 Private Attorneys General Act ("PAGA") claim came on for hearing before this Court in
3 Department 304, the Honorable Ethan P. Schulman presiding, on March 18, 2024. Appearances
4 were noted on the record.

5 Having reviewed the motion and considered the parties' papers and oral argument, and good
6 cause appearing,

7 **THE COURT HEREBY ORDERS AS FOLLOWS:**

8 1. The Court finds that the settlement was entered into in good faith, is fair, reasonable,
9 and adequate, and satisfies the standards and applicable requirements for approval of an individual
10 PAGA claim under California law.

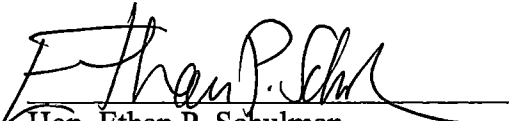
11 2. The Court finds that the \$50,000 settlement amount represents a fair compromise of
12 Plaintiff's individual PAGA claim, considering the maximum potential value of the claim and the
13 risks inherent in further litigation.

14 3. The settlement amount will be distributed 75% to the Labor and Workforce
15 Development Agency and 25% to Plaintiff.

16 4. Upon entry of this Order, the parties shall effectuate all terms of their settlement
17 agreement.

18
19 **IT IS SO ORDERED.**

20
21 Date: Mar. 18, 2024


22 Hon. Ethan P. Schulman
23 JUDGE OF THE SUPERIOR COURT

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On March 18, 2024, I electronically served ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF INDIVIDUAL PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **MAR 18 2024**

Brandon E. Riley, Court Executive Officer

By: 
Felicia Green, Deputy Clerk

Case No. S271721

IN THE SUPREME COURT
OF THE STATE OF CALIFORNIA

TINA TURRIETA
Plaintiff and Respondent,

v.

LYFT, INC.,
Defendant and Respondent.

BRANDON OLSON,
Petitioner.

After a Decision by the Court of Appeal,
Second Appellate District, Division Four, Case No. B304701
Superior Court Case No. BC714153

**[PROPOSED] ORDER GRANTING
RESPONDENT TINA TURRIETA'S
THIRD MOTION FOR JUDICIAL NOTICE**

THE GRAVES FIRM
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Adrian Hernandez (S.B. No. 325532)
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Attorneys for Plaintiff and Respondent
TINA TURRIETA

Having considered Respondent Tina Turrieta's Third Motion for Judicial Notice, the Court hereby Orders:

Pursuant to Rules 8.54, 8.252(a), and 8.520(g) of the California Rules of Court, Evidence Code §452, subdivisions (c) and (d), and California Evidence Code §459, judicial notice is taken of the following documents attached to Turrieta's Third Motion for Judicial Notice:

- Plaintiff Brandon Olson's Unopposed Motion for Approval of Individual Private Attorney General Act ("PAGA") Settlement; Memorandum of Points and Authorities (Exhibit 1);
- Declaration of Rachel Bien in Support of Plaintiff's Unopposed Motion for Approval of Individual PAGA Settlement (Exhibit 2);
- Order from the Superior Court of California for the County of San Francisco, granting Plaintiff's Motion for Approval of his individual PAGA settlement, a true and correct copy of which is attached hereto as (Exhibit 3).

IT IS SO ORDERED.

DATED: _____

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is 122 N. Baldwin Ave., Main Floor, Sierra Madre, CA 91024.

On April 26, 2024, I served the following document(s) described as:

**[PROPOSED] ORDER GRANTING
RESPONDENT TINA TURRIETA’S
THIRD MOTION FOR JUDICIAL NOTICE**

on the interested parties by transmitting a true and correct copy thereof addressed as follows:

VIA ELECTRONIC SERVICE:

I personally sent such document(s) through the court’s True Filing electronic filing service.

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**Attorneys for Petitioner
Brandon Olson**

Court of Appeal, State of California
Second Appellate District, Div. 4
300 S. Spring Street
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Los Angeles, CA 90013

VIA U.S. MAIL:

Los Angeles County Superior Court
Stanley Mosk Courthouse
Civil Division, Department 51
Judge Upinder S. Kalra
111 North Hill Street
Los Angeles, CA 90012

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on April 26, 2024, at Sierra Madre, California.

Mimi Li
Type or Print Name

/s/ Mimi Li
Signature

STATE OF CALIFORNIA
Supreme Court of California

PROOF OF SERVICE

STATE OF CALIFORNIA
Supreme Court of California

Case Name: **TURRIETA v. LYFT (SEIFU)**

Case Number: **S271721**

Lower Court Case Number: **B304701**

1. At the time of service I was at least 18 years of age and not a party to this legal action.
2. My email address used to e-serve: **allen@gravesfirm.com**
3. I served by email a copy of the following document(s) indicated below:

Title(s) of papers e-served:

Filing Type	Document Title
BRIEF	Respondent Tina Turrieta's Supplemental Brief
REQUEST FOR JUDICIAL NOTICE	Respondent Tina Turrieta's Third Motion for Judicial Notice
ADDITIONAL DOCUMENTS	[Proposed] Order Granting Respondent Tina Turrieta's Third Motion for Judicial Notice

Service Recipients:

Person Served	Email Address	Type	Date / Time
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Adam Koshkin 320152	akoshkin@outtengolden.com	e-Serve	4/26/2024 4:04:19 PM

This proof of service was automatically created, submitted and signed on my behalf through my agreements with TrueFiling and its contents are true to the best of my information, knowledge, and belief.

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

4/26/2024

Date

/s/Allen Graves

Signature

Graves, Allen (204580)

Last Name, First Name (PNum)

The Graves Firm

Law Firm