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Warehouse Corporation

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

AMANDA GONZALEZ and
AUDRIANA GONZALEZ on behalf of
themselves, all others similarly
situated and on behalf of the general
public,

Plaintiffs,

vs.

BURLINGTON COAT FACTORY
WAREHOUSE CORPORATION
and DOES 1-100,

Defendants.

CASE NO. 5:18-cv-006666-JGB-SP

Honorable Jesus G. Bernal

**DECLARATION OF BRYAN VALDEZ ON
BEHALF OF CPT GROUP, INC., THE
SETTLEMENT ADMINISTRATOR**

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1 including names(s), last known residence addresses, Social Security numbers, and dates worked as Class
2 Members/PAGA Group Members during the Class Period/PAGA Period.

3 4. The mailing addresses contained in the Class List were processed and updated utilizing
4 the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. On
5 September 30, 2020, Notice Packets were mailed to the five thousand seven hundred and seventy-six
6 (5,776) Class Members/PAGA Group members identified in the Class List by First Class mail.

7 5. As of this date, seventy-seven (77) Notice Packets have been returned by the post office.
8 For those without forwarding addresses, CPT performed skip traces to locate new mailing addresses. A
9 total of seventy-six (76) Notice Packets were re-mailed because a new mailing address was found.
10 Altogether, one (1) Notice Packet was unable to be delivered because a new mailing address could not
11 be found.

12 6. CPT has received no Requests for Exclusion.

13 7. CPT has received no objections to the settlement.

14 8. A total of five thousand seven hundred and seventy-six (5,776) Class Members/PAGA
15 Group members will be paid their portion of the Net Settlement Amount. Each Class Member's share of
16 the Net Settlement Amount will be proportional to the number of workweeks he or she worked during
17 the Class Period. Each PAGA Group member will be paid their portion of the PAGA Group Payment
18 will be proportional to the number of workweeks he or she worked during the PAGA Period.

19 9. The average estimated payment is \$322.15 and the highest is \$6,168.57.

20 10. CPT's costs in connection with the administration of this Settlement are \$45,000.

21 11. Attached as Exhibit A is a true and correct copy of the Notice Packet template that CPT
22 mailed to all Class Members/PAGA Group Members.

23
24 I declare under penalty of perjury under the laws of the State of California that the foregoing is
25 true and correct. Executed this 1st day of February, 2021, at Irvine, California.

26
27
28 
Bryan Valdez

Exhibit A

UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA

Amanda Gonzalez and Audriana Gonzalez, on behalf of themselves, all others similarly situated, and on behalf of the general public v. Burlington Coat Factory Warehouse Corporation

Case No. 5:18-cv-00666-JGB-SP

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected by whether you act or don't act.

TO: All current and/or former non-exempt, non-union, hourly employees provided as temporary workers by Lyneer Staffing Solutions who worked one or more shifts in a workweek at Burlington's distribution centers located in California at any time between February 27, 2014 and August 21, 2020 ("Class").

The United States District Court for the Central District of California has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned lawsuit ("Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All current and/or former non-exempt, non-union, hourly employees provided as temporary workers by Lyneer Staffing Solutions who worked one or more shifts in a workweek at Burlington's distribution centers located in California at any time between February 27, 2014 and August 21, 2020.

To be clear, you are a part of the Class if you worked as a full-time or part-time employee provided by Lyneer Staffing Solutions at a Burlington Coat Factory Warehouse Corporation distribution center. The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received This Notice?

Records relating to your employment with Lyneer Staffing Solutions or one of its affiliates indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described below, from February 27, 2014 through August 21, 2020 (the "Class Period").

On August 21, 2020, the United States District Court for the Central District of California granted preliminary approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice. The Court will hold a Final Approval Hearing concerning the proposed settlement on March 1, 2021 at 9:00 a.m., before the Honorable Jesus G. Bernal in Courtroom 1, located at 3470 12th Street, Riverside, California 92501.

2. What Is This Case About?

The action entitled *Amanda Gonzalez and Audriana Gonzalez v. Burlington Coat Factory Warehouse Corporation*, Case No. 5:18-cv-00666-JGB-SP, was commenced by Amanda and Audriana Gonzalez on February 27, 2018 in San Bernardino County Superior Court. Burlington removed the action to federal court, and the action is currently pending in the United States District Court, Central District of California.

Plaintiffs Amanda and Audriana Gonzalez alleged that as a result of alleged uncompensated time spent in security lines/bag checks, among other things, they and the Class were not paid all wages due, including all overtime hours at the applicable premium rates of pay, all applicable minimum wages, and compensation for all hours worked, were not provided meal and rest periods or paid additional sums of money in lieu thereof, were not furnished accurate and compliant paystubs, were not paid all wages due at termination of employment, and they allege that these alleged practices violated California's Unfair Competition Law. In addition, Plaintiffs sought penalties for these violations under the Private Attorneys General Act ("PAGA"). Finally, Plaintiffs alleged that although they were employed by Lyneer Staffing Solutions, Burlington is liable for these alleged violations as a joint employer. Burlington disputes these allegations on the grounds it is not a joint employer and believes it complied with the law.

The parties engaged in significant efforts to obtain the facts regarding the claims asserted, including the exchange of statistical data regarding Plaintiffs and the individuals Plaintiffs intended to represent, two separate mediation sessions, and detailed briefing and factual and legal analysis in connection with those mediations. The parties disagree as to the probable outcome of the Action with respect to liability and damages if the Action were not settled. While Plaintiffs and Burlington are prepared to proceed with litigating the Action, each side recognizes that litigating is a risky and costly proposition and that each may not prevail on any or all of the claims.

This Settlement is the result of good-faith and arm's-length negotiations between the Plaintiffs and Burlington. Each side agrees that given the risks and expense associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and is in the best interests of the Class Members.

The Court has not determined whether any laws have been violated, nor has it decided in favor of Amanda or Audriana Gonzalez; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

3. *Am I A Class Member?*

You are a Class Member if you are or were a non-exempt, non-union, hourly employee provided as a full-time or part-time temporary worker by Lyneer Staffing Solutions and you worked one or more shifts in a workweek at Burlington's distribution centers located in California at any time between February 27, 2014 and August 21, 2020.

4. *How Does This Class Action Settlement Work?*

Plaintiffs bring this action on behalf of themselves and all current and/or former non-exempt, non-union, hourly employees provided as temporary workers by Lyneer Staffing Solutions who worked one or more shifts in a workweek at Burlington's distribution centers located in California at any time between February 27, 2014 and August 21, 2020. Plaintiffs and these other current and former employees comprise a "Class" and are "Class Members." The settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe the settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the settlement documents, which explain the settlement in greater detail. If you would like copies of the settlement documents, you can contact the Settlement Administrator or Class Counsel.

5. *Who Are the Attorneys Representing the Parties?*

Class Counsel (Attorneys for Plaintiffs and the Class)	Attorneys for Burlington
MARA LAW FIRM, PC David Mara Jamie Serb Tony Roberts 2650 Camino Del Rio North, Suite 205 San Diego, California 92108 Telephone: (619) 234-2833 Facsimile: (619) 234-4048	GREENBERG TRAURIG, LLP Rick L. Shackelford Ryan C. Bykerk 1840 Century Park East, Suite 1900 Los Angeles, CA 90067 Telephone: (310) 586-7700 Facsimile: (310) 586-7800

The Court has decided that Mara Law Firm, PC is qualified to represent you and all other Class Members simultaneously.

You do not need to hire your own attorney because Class Counsel is working on your behalf. But, if you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and

the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and may receive a payment from the Settlement. You will be bound by the release of the Released Claims as defined in the Settlement Agreement and the Final Judgment. You will also give up your right to pursue the Released Claims as defined in Section No. 9 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out,” which will remove you from the Class and this Action. If the Court grants final approval of the settlement, you will not receive an Individual Settlement Share payment and you will not give up the right to pursue claims you may believe you have against the Released Parties, as defined in Section No. 9 below. The PAGA Group shall be bound by the release as to any PAGA claims even if they have formally opted-out of the Class.
- **OBJECT:** You may file a legal objection to the proposed Settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself From This Settlement?” and “How Do I Object To The Settlement?”

7. *How Do I Opt Out Or Exclude Myself From This Settlement?*

If you do not want to take part in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator. The written Request for Exclusion must: (a) state your name, address, telephone number, and last four digits of your social security number or employee identification number; (b) state your desire to exclude yourself from the Settlement (e.g. “I want to exclude myself from this settlement”); (c) be addressed to the Settlement Administrator; (d) be signed by your or your lawful representative; and (e) be postmarked no later than December 18, 2020.

Gonzalez v. Burlington Coat Factory Warehouse Corporation
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

The Final Judgment entered, following Final Approval of the Settlement by the Court, will bind all Class Members who do not request exclusion from the Settlement. Class Members are still bound by the release of PAGA claims even if they submit a valid Request for Exclusion and will receive a check with his or her PAGA Group Payment allocation from the \$75,000.00 in PAGA penalties if he or she is a member of the PAGA Group.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by filing your objection with the Court no later than December 18, 2020. The objection must state: (a) the case name (e.g. *Gonzalez v. Burlington Coat Factory Warehouse Corporation*) and case number (5:18-cv-00666-JGB-SP); (b) the objecting person’s or his/her attorney’s full name, address, and telephone

«EmployeeName»

CPT ID: «ID»

number; (c) the words “Notice of Objection” or “Formal Objection;” (d) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (e) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; and (f) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; and (g) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class. Any objection must comply with Federal Rules of Civil Procedure, Rule 23(e)(5).

Class Members who timely submit valid objections to the Settlement may (though are not required to) appear at the Final Approval Hearing, either in person or through the objector’s own counsel provided that the objector notifies the Parties of the objector’s intent to appear at the Final Approval Hearing by mailing or filing a Notice of Intent to Appear with the Court by December 18, 2020.

If the Court rejects your objection, you will receive a settlement payment and will be bound by the terms of the Settlement.

9. *How Does This Settlement Affect My Rights? What are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court’s Final Judgment and will release Burlington and the Releasees¹ from the Released Claims. The Released Claims are as follows:

Any and all wage and hour claims that accrued during or prior to the Class Period and that were or could have been asserted in the Action based on the allegations in any pleading in the Action, including the Second Amended Complaint, whether such claims were asserted or not, including but not limited to any and all claims for straight time, overtime, minimum wage, meal and rest breaks, recovery periods, wage statements, waiting time penalties, unfair competition, failure to produce personnel or wage records, and claims under the California Labor Code Private Attorneys General Act, Labor Code §§ 2699, et seq. (“PAGA”), as well as any and all state or federal claims that are derivative or directly related to the foregoing claims, including any claims for wages, penalties, premium pay, punitive damages, and interest, and/or under the common law, such as conversion and unjust enrichment, and any claims under the California Business & Professions Code. All Participating Class Members shall be bound by the release, unless they formally opt-out. The PAGA Group shall be bound by the release as to any PAGA claims even if they have formally opted-out of the Class.

¹ “Released Parties” means each and all of Burlington Coat Factory Warehouse Corporation, Lyneer Staffing Solutions (as defined below), and each of their respective predecessors, successors and assigns, their current and former direct and indirect parents, affiliates, subsidiaries, divisions, and related business entities, and their current and former officers, directors, shareholders, employees, agents, representatives and employee benefit programs (including the trustees, administrators, fiduciaries and insurers of such programs). “Lyneer Staffing Solutions” means Lyneer Staffing Solutions, Infinity Staffing Solutions, LLC dba Lyneer Staffing Solutions, Staff4Jobs, LLC dba Lyneer Staffing Solutions, Employers HR LLC, Ciera Staffing, LLC, Lyneer Staffing Solutions, LLC, and all of their members, predecessors, successors, affiliates, and related companies, including but not limited to, Gary Spinner, Todd McNulty, James Radvany, Bryan Smith, Brian Henderson, Marti White and Greg Lomonaco.

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Burlington could be required to pay under this Settlement is no more than \$3,000,000.00 (“Maximum Settlement Amount” or “MSA”).

The “Net Settlement Amount” or “NSA” means the portion of the MSA available for distribution to Class Members after the deduction of (1) the Class Representative Service Enhancements to Plaintiffs in an amount not to exceed \$7,500.00 to each plaintiff, for prosecution of the Action and risks undertaken for the payment of attorneys’ fees and costs; (2) the Settlement Administration Expenses to the Settlement Administrator in an amount estimated not to exceed \$45,000.00; (3) payment to Class Counsel in an amount not to exceed \$750,000.00 (25% the MSA) for attorneys’ fees and an amount not to exceed \$50,000.00 for litigation costs; and, (4) a payment of \$225,000 (75% of \$300,000 allocated to the Labor Code Private Attorneys General Act of 2004 claims) to the California Labor Workforce Development Agency (“LWDA”); (5) a payment of \$75,000 proportionately distributed amongst all PAGA Group Members (25% allocated to the Labor Code Private Attorneys General Act of 2004 claims), and (6) any employee- and employer-side payroll taxes for wages. All of these payments are subject to court approval.

A. How Your Payment Is Calculated.

After deducting the above-referenced items, the remaining NSA, will be proportionately distributed amongst all Class Members who have not opted out. The Settlement Administrator shall pay each Participating Class Member² a pro rata portion of the NSA based on the number of weeks he or she worked as a Class Member. That pro rata portion shall be determined by dividing the total number of weeks worked as a Class Member by all members of the Class into the amount of the NSA to arrive at an amount per week; then, for each eligible Class Member, multiplying that amount times the number of weeks the Settlement Administrator determines that such individual was working as a Class Member. The PAGA Group Payment³ is calculated and paid separate from the Class Members Settlement payment.

B. Your Estimated Settlement Payment.

Your exact share of the NSA cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes. However, based upon the calculation above, your *estimated* share of the Net Settlement Amount is: «TotalAmount», less taxes. This is based on records relating to your employment with Lyneer Staffing Solutions or one of its affiliates that show you worked «Defendant_Total_Workweeks» workweeks during the Class Period.

C. Tax Treatment

One-Third (1/3) of each Settlement Payment is intended to settle each Class Member’s claims for alleged unpaid wages. This wage portion will be reduced by applicable payroll tax withholdings and deductions and employer payroll taxes. The Settlement Administrator will issue an IRS Form W-2 to each Participating Class Member with respect to the wage portion of his/her Settlement Payment.

² A Participating Class Member is a Class Member who does not opt out of the Settlement or who opts out but subsequently rescinds the opt-out in a timely manner.

³ The PAGA Group Payment is based on the number of pay periods each PAGA Group Member worked that qualify them for membership in the PAGA Group.

«EmployeeName»

CPT ID: «ID»

Two-Thirds (2/3) of the Settlement Payment is intended to settle each Class Member's claims for interest and penalties. This non-wage portion will not be reduced by payroll tax withholding and deductions. The Settlement Administrator will issue to each Participating Class Member an IRS Form 1099 with respect to this non-wage portion of his/her Settlement Payment. All PAGA Group Payments will be allocated entirely to penalties and reported on IRS 1099 Forms.

What Happens If I Don't Cash My Check?

If any checks remain uncashed or not deposited by the expiration of the 180-day period, the Settlement Administrator will pay the uncashed amounts to the United Way of California. The United Way is a non-profit organization that supports projects that benefit employees and applicants throughout the State of California.

11. How Will Class Counsel Be Paid?

Subject to Court approval, Class Counsel (the attorneys for Plaintiffs and the Class) shall be paid an amount not to exceed 25% of the MSA (\$750,000.00) for attorney fees and up to \$50,000.00 for litigation costs. Subject to Court approval, Plaintiffs will be paid an amount not to exceed \$7,500.00 each, for the initiation of and prosecution of this case, the risks undertaken for the payment of costs in the event this case had been lost, and risks of being blacklisted from future employment.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.cptgroup.com/BurlingtonSettlement, you can also receive a copy of the settlement agreement by contacting Class Counsel at (619) 234-2833, or by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, 3470 12th Street, Riverside, California 92501. You may also ask Class Counsel for a copy of any of the case documents to be mailed to you free of charge. Please refer to the *Amanda Gonzalez et al v. Burlington Coat Factory Warehouse Corporation* Class Action Settlement when calling the settlement administrator or Class Counsel.

To view the case documents on the Court's PACER site, access the website <http://www.pacer.gov>. Once at this website, click on the "Login" tab in the upper right-hand corner of the webpage. Then click on the link which reads "Log in to PACER now." Then, click on the link "Need an Account?" and create an account. Once you have created an account, log into PACER and click the link "PACER Case Locator" under the heading "FIND A CASE" on the left-hand side of the webpage. Then, click on the button "Search the PACER Case Locator Now." On the next page, type the case number "18-cv-00666" into the box next to the words "Case Number." Then, click the "Search" button. You will be directed to a screen with case names. Find the case name "*Amanda Gonzalez et al v. Burlington Coat Factory Warehouse Corporation*" and click on the case number associated with this case (5:18-cv-00666-JGB-SP). Then, click on the link for "Docket Report." On the next page, click "Run Report." This will take you to the case information. If you scroll down on this page you will be able to access all of the documents filed in the case while it was pending in the Central District of California for a small fee.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.