

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
arowbotham@haineslawgroup.com
Alma V. Montenegro (SBN 323158)
amontenegro@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

AHMAD TEEBA and LARRY MINDHAM,
as individuals and on behalf of all others
similarly situated,

Plaintiffs,

vs.

BRILL, INC., a Delaware Corporation; and
DOES 1 through 100,

Defendants.

CASE NO. CIVDS1923242

*[Case assigned for all purposes to the Hon.
David Cohn, Dept. S26]*

**DECLARATION OF FLETCHER W.
SCHMIDT IN SUPPORT OF
PLAINTIFFS' MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
REASONABLE ATTORNEYS' FEES AND
COSTS, AND ENHANCEMENT AWARDS**

Date: July 14, 2021
Time: 10:00 a.m.
Dept.: S26

Action Filed: August 5, 2019
Trial Date: None Set

[illegible]

I, FLETCHER W. SCHMIDT, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named
 ss Ahmad Teeba and Larry Mindham (“Plaintiffs”) in the above-captioned matter. I am a
 r in good standing of the bar of the State of California and am admitted to practice in this
 I have personal knowledge of the facts stated in this declaration and could testify
 ently to them if called upon to do so.

2. I am a 2012 graduate of Loyola Law School, Los Angeles, where I graduated *ude* and was awarded membership in the Order of the Coif. Since graduating from law I worked as a law clerk for the law firm of Tredway, Lumsdaine & Doyle, where I was the defense team for two class actions, including one wage and hour class action in Los Angeles County Superior Court. From August 2013 to March 2016, I worked as an associate lawyer at Boren, Osher & Luftman LLP. Since March 2016 I have worked at my current firm, Law Group, APC, where, in 2018, I became a Partner.

3. During my time with Boren, Osher & Luftman LLP and Haines Law Group, my practice has been solely devoted to litigating plaintiff-side wage and hour class actions in California state and federal court. I am currently responsible for managing a caseload of over seventy-five (75) active wage and hour class actions in which I am integrally involved in all aspects of the litigation.

4. The following is a non-exhaustive list of class action settlements in which I have served as Class Counsel, and which have been granted final approval: *Julio v. Anthony*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr. presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-cv-00171-PJH, United States District Court, Northern District of California, Honorable Judge J. Hamilton presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Rubalcava v. United Towing and Transport Burbank, et al.*, Case No. BC518468, California Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015).

1 presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015);
2 *Rivera Regalado v. Jaguar Farm Labor Contracting*, Case No. CV 130569, California Superior
3 Court, County of San Luis Obispo, Honorable Martin J. Tangeman presiding (approving an
4 hourly rate of \$350 for work performed in 2014 and 2015); *Sanchez v. Res-Care, Inc.*, Case No.
5 BC526175, California Superior Court, County of Los Angeles, Honorable John S. Wiley
6 presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015);
7 *Rodas v. Gateways Hospital and Mental Health Center*, Case No. BC503179, California
8 Superior Court, County of Los Angeles, Honorable Judge Amy D. Hogue presiding (approving
9 an hourly rate of \$350 for work performed in 2014 and 2015); *Prado v. Warehouse Demo*
10 *Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of
11 California, Honorable Judge John F. Walter presiding (approving an hourly rate of \$350 for
12 work performed in 2014 and 2015); *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-
13 00044052-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge
14 Joan M. Lewis presiding (approving an hourly rate of \$375 for work performed in 2014, 2015,
15 and 2016); *Tirado v. Ricon Corp.*, Case No BC537042, California Superior Court, County of
16 Los Angeles, Honorable Judge John Shepard Wiley, Jr. presiding (approving an hourly rate of
17 \$375 for work performed in 2014, 2015, and 2016); *Tesla Motors Wage and Hour Litigation*,
18 JCCP 4792, California Superior Court, County of Santa Clara, Honorable Peter H. Kirwan
19 presiding (approving an hourly rate of \$375 for work performed in 2013, 2014, 2015, and
20 2016); *Lopez v. RM HQ LLC, et al.*, Case No. BC525592, California Superior Court, County of
21 Los Angeles, Honorable Elihu M. Berle presiding (approving an hourly rate of \$375 for work
22 performed in 2013, 2014, 2015, and 2016); *Horta v. Searles Valley Minerals, Inc.*, Case No.
23 CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald
24 Alvarez presiding (approving an hourly rate of \$375 for work performed in 2015 and 2016);
25 *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of
26 California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an
27 hourly rate of \$425 for work performed in 2016 and 2017); *Khosravi v. Enterprise Rent-A-Car*
28 *Company of Los Angeles, LLC, et al.*, Case No. 30-2016-00829923-CU-OE-CXC, Superior

1 Court of California, County of Orange, Honorable Judge Thierry Patrick Colaw presiding
2 (approved at an hourly rate of \$425 for work performed in 2016 and 2017); *Nieves v. Ta Chen*
3 *International, Inc.*, Case No. BC609005, Superior Court of California, County of Los Angeles,
4 Honorable Judge Kenneth R. Freeman presiding (approved at an hourly rate of \$425 for work
5 performed in 2016 and 2017); *Berkel v. Pride Bakeries, LLC*, Case No. 30-2017-00923148-CU-
6 OE-CXC, Superior Court of California, County of Orange, Honorable Judge William Claster
7 presiding (approved at an hourly rate of \$425 for work performed in 2017 and 2018); *Ruvalcaba*
8 *Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior
9 Court of California, County of Orange, Honorable William D. Claster presiding (approving an
10 hourly rate of \$425 for work performed in 2016, 2017 and 2018); *Armenta, et al., v. California*
11 *Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior
12 Court of California, County of Orange, Honorable Randall J. Sherman presiding (approving an
13 hourly rate of \$425 for work performed in 2016, 2017 and 2018); *Sandra Zinnerman v.*
14 *Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California,
15 County of Los Angeles, Honorable Maren E. Nelson presiding (approving an hourly rate of
16 \$425 for work performed in 2016, 2017, and 2018); *Tina Arellano v. Williams Sonoma Stores,*
17 *Inc.*, Case No. BC693760, Los Angeles County Superior Court, Honorable Daniel J. Buckley,
18 presiding; *William Cuellar v. UMA Enterprises, Inc.*, Case No. BC657146, Los Angeles County
19 Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$475 for
20 work performed in 2017, 2018 and 2019); *Maria C. Garcia, et al. v. Simplified Labor Staffing*
21 *Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M.
22 Berle, presiding (approving an hourly rate of \$475 for work performed in 2018 and 2019);
23 *Arturo Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County
24 Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$595 for
25 work performed in 2018, 2019 and 2020); *Soto v. L I Metal Systems*, Case No. 37-2017-
26 00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor,
27 presiding (approving an hourly rate of \$595 for work performed in 2017-2020); *Michael*
28 *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County

1 Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$595 for work
2 performed in 2019 and 2020); and *Francisco Garcia v. Searing Industries, Inc.*, Case No.
3 CIVDS1932477, San Bernardino County Superior Court, Honorable David Cohn, presiding
4 (approving an hourly rate of \$595 for work performed in 2019 and 2020).

5 5. I have also moved to certify and have received an order certifying a class action
6 and/or conditionally certifying a collective action as Class Counsel in the following cases:
7 *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-CU-OE-CXC,
8 California Superior Court, County of Orange, Honorable Judge Gail A. Andler presiding
9 (certifying a class of employees who were misclassified as independent contractors); *Javine v.*
10 *San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx), United States District
11 Court, Central District of California, Honorable Judge Beverly Reid O'Connell presiding
12 (conditionally certifying an unpaid FLSA overtime wage class); *Prado v. Warehouse Demo*
13 *Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of
14 California, Honorable Judge John F. Walter presiding (certifying a rest period violation class
15 and conditionally certifying a FLSA unpaid overtime wage class); *Bower v. Cycle Gear, Inc.*,
16 Case No. CV14-2712 HSG, United States District Court, Northern District of California,
17 Honorable Judge Haywood S. Gilliam, Jr. presiding (conditionally certifying an unpaid FLSA
18 overtime wage class); *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-
19 JLT, United States District Court, Eastern District of California, Honorable Judge Jennifer L.
20 Thurston presiding (conditionally certifying an unpaid FLSA overtime wage class); *Galvan v.*
21 *AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
22 Superior Court, County of Orange, Honorable Judge William Claster presiding (certifying
23 unpaid overtime wage class and waiting time penalty class); *Camacho v. Residential Fire*
24 *Systems, Inc.*, Case No. 30-2015-00775372-CU-OE-CXC, California Superior Court, County of
25 Orange, Honorable Judge Glenda Sanders presiding (certifying five separate classes for claims
26 for unpaid wages, unreimbursed expenses, failure to authorize and permit rest periods, and
27 derivative claims); *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG
28 (RAOx), United States District Court, Central District of California, Honorable Dolly M. Gee

1 presiding (certifying six classes of employees for rest period violations, wage statement
2 violations, meal period violations, and overtime and double-time violations); and *Staublein v.*
3 *Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San Bernardino Superior
4 Court, Honorable David Cohn presiding (certifying a wage statement class).

5 6. In 2018-2021, Thomson Reuters and Los Angeles Magazine recognized me as a
6 Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers.
7 This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the
8 age of forty in Southern California each year.

9 7. As counsel for Plaintiffs, I have been closely involved in all aspects of this
10 litigation since its inception and believe that the proposed Settlement is a fair and reasonable
11 result for the aggrieved employees and the State of California.

12 8. Defendant operates as an international baking company that offers baking
13 ingredients, baked goods, and other services for retail and foodservice markets, and artisan and
14 industrial bakeries. Plaintiffs worked in the maintenance department and provided electrical
15 and mechanical maintenance to Defendant's commercial baking ovens and other machinery.
16 Plaintiffs, like all aggrieved employees, were employed by Defendant as non-exempt
17 employees during the PAGA Period and were subject to Defendant's wage and hour policies
18 and practices.

19 9. On May 31, 2019, and April 10, 2020, Plaintiffs provided written notice of their
20 intent to file a claim for civil penalties under PAGA to the LWDA and Defendant. On August 5,
21 2019, Plaintiff Teeba filed a representative action complaint titled *Ahmad Teeba v. Brill, Inc.,*
22 *et al.*, San Bernardino County Superior Court, Case No. CIVDS1923242. On June 15, 2020,
23 Plaintiffs filed the operative amended representative action complaint adding Plaintiff
24 Mindham as a named plaintiff as well as adding the additional PAGA allegations related to
25 Defendant failing to pay former employees all earned wages in cash, on demand, without
26 discount at an established business in the State of California, at the time of their separation of
27 employment in violation of Labor Code § 212. True and correct copies of Plaintiff Teeba's
28 PAGA Notice Letter and the LWDA's confirmation of receipt are attached hereto as **Exhibit 1**.

1 True and correct copies of Plaintiff Mindham's PAGA Notice Letter and the LWDA's
2 confirmation of receipt are attached hereto as **Exhibit 2**. A true and correct copy of the
3 LWDA's confirmation of receipt of Plaintiffs' operative amended representative action
4 complaint is attached hereto as **Exhibit 3**.

5 10. On March 30, 2021, the parties attended a full-day mediation session with
6 Jeffrey Krivis, Esq. a respected wage and hour mediator. In connection with mediation
7 Defendant provided my firm with timekeeping and payroll records for all aggrieved employees
8 who worked during the PAGA period. Defendant also produced the relevant employee
9 handbooks and policy documents in effect during the PAGA period. Plaintiffs' expert, who
10 holds a Ph.D. in economics, analyzed the employee records and created a comprehensive
11 exposure analysis for the PAGA claim. During mediation, the parties debated the legal bases
12 for their claims and defenses and their respective data analyses. At the conclusion of mediation,
13 the parties accepted Mr. Krivis' mediator's proposal to fully resolve Plaintiffs' PAGA claim.
14 Over the following months, the parties negotiated the final terms of the proposed Settlement
15 now before this Court for approval. A true and correct copy of the parties' Settlement
16 Agreement is attached hereto as **Exhibit 4**. A true and correct copy of the proposed Notice of
17 PAGA Settlement and Release of Claims ("Notice") is attached as Exhibit A to the Settlement
18 Agreement.

19 11. Plaintiffs alleged that Defendant issued facially non-compliant wage statements
20 which fail to include shift differential rates and the number of applicable hours on aggrieved
21 employees' wage statements. Defendant contends that at least 40% (if not more) of the pay
22 periods at issue in this lawsuit do not include any shift differential pay and that Defendant is
23 working with legal counsel to redesign Defendant's wage statements so that they are legally
24 compliant.

25 12. Plaintiffs allege that Defendant maintained an unlawful written rest period
26 policy which requires employees to remain on premises during rest periods. Additionally,
27 Plaintiffs contend that employees were required to keep walkie talkies on their person during
28 rest periods so that they could respond to urgent issues, even if they occurred during their rest

1 periods. By prohibiting its non-exempt employees from leaving the work premises and by
2 requiring employees to remain tethered to their walkie talkies during their rest periods,
3 Plaintiffs contend that Defendant failed to relinquish its control over employees in violation of
4 California law. Defendant claims that the “unlawful” rest period policy detailed by Plaintiffs is
5 part of Defendant’s national handbook and that Defendant’s California addendum affords
6 greater protections to California employees where California law requires. Defendant also
7 asserts that it authorized and permitted aggrieved employees to take all lawful rest periods, that
8 it never required employees to keep walkie talkies on them during rest breaks, and that, in
9 practice, employees are authorized and even encouraged to leave the premises during rest
10 breaks.

11 13. Defendant pays employees a shift differential for working the second shift or the
12 night shift. Plaintiffs contend that Defendant failed to include the value of shift differentials in
13 the overtime rate calculation when employees earn both a shift differential and work overtime
14 hours in the same pay period, resulting in underpaid overtime wages. Defendant contends that
15 it paid all wages, including overtime wages, to aggrieved employees and that the value of shift
16 differentials is included in the overtime rate calculation as required by California law.
17 Defendant also contends Plaintiffs’ rest break allegations are unmanageable since individual
18 inquiries would be required to assess whether rest breaks were authorized and permitted but
19 nevertheless waived by the aggrieved employees.

20 14. Plaintiffs allege that Defendant failed to provide Plaintiffs and other non-exempt
21 employees with all lawful meal periods to which they were entitled. Specifically, Plaintiffs
22 assert that Defendant routinely failed to provide the aggrieved employees with timely first meal
23 periods commencing prior to the conclusion of the fifth hour of work and provided virtually no
24 second meal periods whatsoever when employees worked shifts in excess of 10.0 hours.
25 Defendant maintains that it provided all legally compliant meal periods to aggrieved employees
26 and that any missed or non-compliant meal periods were the result of employee choice, not
27 Defendant’s policy. Defendant also contends that aggrieved employees waived their second
28 meal periods on shifts in excess of 10.0 hours (but less than 12.0 hours). Defendant also

1 contends Plaintiffs' meal period allegations are unmanageable, since individual inquiries would
2 be required to assess whether meal periods were waived, and the reasons why a particular
3 employee recorded a non-compliant meal period or missed a meal period on a particular shift.

4 15. As a result of Defendant's failures to pay all overtime wages as well as meal
5 and rest period premiums, Plaintiffs assert that Defendant also failed to issue accurate and
6 itemized wage statements and failed to pay all wages owed, in cash, at separation. In response,
7 Defendant argues that Plaintiffs' underlying claims will fail and, as a result, the derivative
8 wage statement claim will also fail. Defendant also maintains that given its good faith defenses,
9 this Court would exercise its discretion to substantially reduce any PAGA penalties awarded.

10 16. Further, Defendant argues that Plaintiffs could only seek PAGA penalties at the
11 \$100 "initial" violation rate, as opposed to the \$200 "subsequent" violation rate, since
12 Defendant had never been put on notice by a court or the Labor Commissioner that its practices
13 violated the Labor Code until Plaintiffs initiated this action.

14 17. Pursuant to the Settlement, Defendant will pay a Maximum Settlement Amount
15 ("MSA") of \$615,000.00 on a non-reversionary basis. After deducting amounts for requested
16 attorneys' fees (\$205,000.00), attorney costs (\$20,536.44), enhancement awards for the named
17 plaintiffs totaling (\$10,000.00), settlement administration costs (\$3,625.00), and the LWDA's
18 share of the amount designated as civil penalties pursuant to Labor Code § 2699(i)
19 (\$281,878.92), the Settlement provides for distribution of approximately \$93,959.64 in civil
20 penalties to the 339 aggrieved employees, an average of \$277.17 on a per capita basis.

21 18. Individual Settlement Payments shall be apportioned based on the proportionate
22 number of pay periods worked during the PAGA Period, by multiplying the Net Settlement
23 Amount by a fraction, the numerator of which is the aggrieved employees' total pay periods
24 worked during the PAGA Period, and the denominator of which is the total number of pay
25 periods worked by all aggrieved employees during the PAGA Period.

26 19. Plaintiffs' expert's mediation data analysis determined that there were
27 approximately 18,563 aggregate pay periods worked by the aggrieved employees during the
28 PAGA Period. Therefore, the lowest possible recovery, should an aggrieved employee have

1 been employed for only a single pay period during the PAGA Period, is approximately \$5.06,
2 while the highest possible recovery, should an aggrieved employee have been employed for the
3 entirety of the PAGA Period, is approximately \$824.78.

4 20. Although the parties served initial formal discovery prior to mediation, the
5 parties had not yet conducted any depositions. Absent settlement, the parties will be required to
6 expend substantial time and resources completing formal written and deposition discovery.
7 Preparation for trial remained, as well as the prospect of appeals in the wake of a summary
8 judgment ruling for either party, as well as appeals after trial.

9 21. After reviewing and analyzing the relevant data, Plaintiffs reached the
10 conclusion that Defendant had not in fact miscalculated the regular rate of pay as a result of its
11 payment of shift differential, as Defendant was able to demonstrate that the overtime true-up
12 amount was being paid as part of the shift differential. Plaintiffs' analysis of the timekeeping
13 records also showed a **98%** compliance rate for first meal periods, and Defendant produced
14 written waivers of second meal periods for shifts in excess of 10.0 hours but less than 12.0
15 hours. There were only a negligible number of shifts in excess of 12.0 hours worked. Therefore,
16 Plaintiffs' two most viable theories were their wage statement theory and their on-premises rest
17 period theory.

18 22. Plaintiffs assert that they could theoretically prove a PAGA violation in each of
19 the 18,563 pay periods in the PAGA Period due to Defendant's alleged rest period violations,
20 as well as Defendant's facially deficient wage statements. However, courts have interpreted
21 section 2699(f)(2) to only impose the \$200 subsequent penalty after an employer has been
22 notified that its conduct violates the Labor Code. Plaintiffs therefore calculate Defendant's
23 maximum possible PAGA exposure at \$1,856,300 (18,563 pay periods x \$100 per violation).

24 23. Defendant raised numerous defenses to the merits of Plaintiffs' underlying
25 claims, and argued that even if found liable, the Court would exercise its discretion to
26 drastically reduce any potential PAGA penalties given Defendant's facially lawful meal period
27 and rest period policies. Plaintiffs' maximum potential exposure valuation assumes that they
28 would be able to prove at least one rest period violation and/or wage statement violation in

1 each and every pay period. However, the wage statement violations only occurred in up to a
2 maximum of 11,527 pay periods (approximately 62% of pay periods), and there was a risk that
3 Plaintiffs would be unable to prove that Defendant denied employees duty-free rest periods
4 given Defendant's facially lawful California addendum to its rest period policy, and the
5 inherent manageability challenges in proving rest period violations on a representative basis.
6 Plaintiffs therefore discounted the total exposure figure by 20% to account for the risk of losing
7 on the merits and/or for having overestimated Defendant's potential maximum exposure, and
8 by an additional 50% for the risk of the Court reducing the penalties, to arrive at a realistic
9 recovery of \$742,520.

10 24. Thus, the mediator's proposal for a \$615,000.00 MSA represents approximately
11 82.8% of Plaintiffs' reasonably forecasted recovery, which is well within the range approved
12 by courts as being fair, reasonable and adequate, while also avoiding further expense and risk
13 of further litigation.

14 25. Plaintiffs' fee request of \$205,000.00 (one-third of the MSA) is consistent with
15 my firm's experience in similar wage-and-hour class and representative action matters and is
16 fair and reasonable based on the percentage of the recovery method. The fee award requested
17 here is justified because my firm achieved a significant monetary recovery for the aggrieved
18 employees and the State of California in an uncertain and risky case, while bearing the
19 substantial burdens of representation on a contingency basis.

20 26. Plaintiff's counsel has a lodestar of approximately \$136,788.00, which results in
21 a modest 1.50 multiplier compared to the \$205,000.00 fee request. A general summary
22 showing the number of hours of work performed by each attorney and firm paralegal is set
23 forth below. My firm submits that the billing rates used are reasonable in view of the market
24 rates and the rates at which other California courts have approved my firm at in the recent past.
25 A true and correct copy of the 2020-2021 Laffey Matrix is attached hereto as **Exhibit 5**.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (15th Year Attorney)	\$650	61.3	\$39,845.00
Fletcher W. Schmidt (9th Year Attorney)	\$595	75.9	\$45,160.50
Andrew J. Rowbotham (7th Year Attorney)	\$425	92.4	\$39,270.00
Alma V. Montenegro (3rd Year Attorney)	\$350	31.0	\$10,850.00
Firm Paralegals	\$175	9.5	\$1,662.50
Total Lodestar			\$136,788.00

27. Since undertaking representation of Plaintiffs, my firm dedicated substantial resources to this litigation, including expending \$20,536.44 in litigation costs, without receiving any compensation to date. My firm's efforts include conducting pre-filing investigation, analyzing Plaintiffs' claims, conducting extensive legal research regarding the merits and legal bases of Plaintiffs' claims, drafting and filing Plaintiffs' initial and consolidated complaints and LWDA notice letters, preparing initial written discovery and meeting and conferring with Defendant on responses, attending various court hearings, reviewing substantial documents and data produced by Defendant, meeting and conferring with Defendant's counsel regarding Defendant's informal document production, extensively evaluating the timekeeping and payroll data with a retained expert prior to mediation, preparing for and attending mediation, drafting a mediation brief, negotiating and drafting the long-form Settlement Agreement and Notice, preparing this Motion for settlement approval and all supporting documents hereto, and otherwise litigating the case. My firm will spend additional time attending the hearing on this Motion and overseeing the settlement administration process.

28. My firm incurred and respectfully requests reimbursement of \$20,536.44 in actual litigation costs. This request is fair, adequate, and reasonable, as all of these costs are documented and reasonably incurred. A true and correct copy of my firm's cost records are attached hereto as **Exhibit 6**. While this exhibit reflects the total costs My firm has incurred to date (\$20,346.44), the total amount that Plaintiffs request for expense reimbursements includes an additional \$190.00 in anticipated future costs for the filing and service of the Motion for

1 PAGA Settlement Approval, as well as the CourtCall costs for my firm to attend the hearing on
2 this Motion, which will be incurred by the time the motion is heard.

3 29. Plaintiffs also requests that the Court approve \$3,625.00 in administration costs
4 to the Settlement Administrator, Phoenix Settlement Administrators. Phoenix was selected to
5 administer this Settlement because it is an experienced and well-respected settlement
6 administrator, and returned a bid at a competitive rate.

7 30. Plaintiffs seek a total enhancement award of \$10,000.00 (\$5,000.00 to each
8 named plaintiff). This request is reasonable given Plaintiffs' efforts in this case and the risks
9 they undertook on behalf of the aggrieved employees. Among other things, Plaintiffs searched
10 for and gathered relevant documents for use in the lawsuit and provided factual information to
11 Plaintiff's counsel, had regular discussions with Plaintiff's counsel both in person and over the
12 phone regarding the claims in the lawsuit, the facts and legal theories at issue in the case, and
13 Defendant's timekeeping as well as meal and rest period practices, discussed the status of the
14 case and general case strategy with their attorneys on many occasions, and helped their
15 attorneys prepare for mediation. Plaintiffs estimate spending at least 15 hours each on activities
16 that ultimately lead to the Settlement.

17 31. Concurrently with the filing of this motion, Plaintiffs provided notice of the
18 proposed Settlement, as well as copies of the motion and supporting papers, to the LWDA.
19 Attached hereto as **Exhibit 7** is a true and correct copy of the LWDA's confirmation of receipt
20 of Plaintiffs' Settlement submission.

21 I declare under penalty of perjury under the laws of the United States and the state of
22 California that the foregoing is true and correct. Executed on June 18, 2021, at El Segundo,
23 California.

24 
25 Fletcher W. Schmidt

EXHIBIT 1

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

May 31, 2019

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Ahmad Teeba v. Brill, Inc., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Ahmad Teeba in claims arising from his employment with Brill, Inc. and Does 1 through 100 (“Defendants”). Mr. Teeba is an “aggrieved employee” as defined by Labor Code §§ 2699, *et seq.* due to Defendants’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate as an international baking company that offers baking ingredients, baked goods, and other services for retail and foodservice markets, and artisan and industrial bakeries. Mr. Teeba has been employed by Defendants as a non-exempt “Maintenance Specialist” since approximately May 2016. Mr. Teeba’s job duties consist of providing electrical and mechanical maintenance to Defendant’s commercial baking ovens and other machinery, such as conveyor belts.

Throughout Mr. Teeba’s employment with Defendants, Mr. Teeba and other aggrieved employees routinely work in excess of 8 hours per workday and/or more than 40 hours per workweek but have not received overtime compensation equal to one and one-half times their regular rate of pay for working overtime hours. Mr. Teeba and other aggrieved employees earn shift premiums, “Tip Bonuses,” other non-discretionary bonuses, and other forms of pay that cannot be excluded from the regular rate of pay as a matter of law (hereinafter “Incentive Pay”). As a result of paying Mr. Teeba and other aggrieved employees Incentive Pay, Defendants have failed to properly calculate the regular rate of pay for overtime purposes, resulting in unpaid overtime wages.

Defendants have also failed to provide Mr. Teeba and other aggrieved employees with all required meal periods to which they were entitled due to Defendant's unlawful meal period policies/practices, which do not provide all duty-free 30-minute meal periods as required by California law. Specifically, Defendants maintain an unlawful written meal period policy that only states that "an unpaid meal period is provided during the full shift (8 hours or more) and should generally be taken halfway through the shift." Defendants' policy is therefore silent as to the timing of the meal periods and fails to provide for second meal periods in the event that the employee works in excess of 10.0 hours, in violation of Labor Code § 512 and Wage Order 7 § 11. Despite Defendants' failure to provide Mr. Teeba and other aggrieved employees with all lawful meal periods due to their uniform and unlawful practices, Defendants have not provided Mr. Teeba and other aggrieved employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7, and in instances when Defendants did pay meal period premiums, the premiums were not paid at the correct rate of pay as a result of Defendants' payment of Incentive Pay.

Defendants have also failed to authorize and permit Mr. Teeba and other aggrieved employees to take all duty-free 10-minute rest periods for every four hours worked, or major fraction thereof, due to Defendants' unlawful rest period policies/practices. Defendants maintain a facially invalid rest period policy that states that "non-exempt employees are not allowed to leave the premises while on a paid break period." Furthermore, Defendants require Mr. Teeba and other aggrieved employees to carry "walkie-talkie" radios throughout their work shifts, including during their rest periods. Defendants' rest period policies/practices therefore violate *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257 260 (holding that during rest periods "employees must not only be relieved of work duties, but also be freed from employer control over how they spend their time."). Despite Defendants' failure to authorize and permit Mr. Teeba and other aggrieved employees to take all legally-compliant rest periods to which they are entitled, Defendants have failed to compensate Mr. Teeba and other aggrieved employees with an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants have maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7.

As a result of Defendants' failure to pay all overtime wages, and meal and rest period premium wages owed, Defendants have also maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Teeba and other aggrieved employees. Furthermore, Defendants' wage statements are facially deficient because they fail to list the number of hours and corresponding rates of pay associated with shift premium payments.

As described above, Defendants have committed, and continue to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 7 ("Wage Order 7"):

Overtime Violations

Defendants are obligated to properly compensate non-exempt employees, including Mr. Teeba and other aggrieved employees, for all overtime hours worked pursuant to Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of eight hours per workday and/or in excess of forty hours of work in the workweek. Defendants have caused Mr. Teeba and other aggrieved employees to work overtime hours but have not compensated Mr. Teeba or other aggrieved employees at one and one-half times their regular rate of pay for such hours. Defendants’ policy/practice of requiring overtime work and not paying at the proper overtime rates for said work violates Labor Code §§ 204, 210, 216, 510, 558, 1194, and 1198; and Wage Order 7.

Meal Period Violations

Defendants have failed to provide Mr. Teeba and other aggrieved employees with all lawful meal periods due to Defendants’ unlawful meal period policies and/or practices. As a result of the meal period violations discussed herein, Mr. Teeba and other aggrieved employees are owed an additional hour of premium wages for each meal period violation at the employee’s regular rate of compensation. See Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”); see also *id.* § 512; Wage Order 7, § 11.

Rest Period Violations

Due to their unlawful rest period policies and/or practices, Defendants have not authorized and permitted Mr. Teeba and other aggrieved employees to take all paid rest periods to which they are legally entitled. Wage Order 7, § 12 and California Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked or major fraction thereof. Despite Defendants’ violations, Defendants have not paid an additional hour of premium pay to Mr. Teeba and other aggrieved employees at their respective regular rates of pay for each violation in accordance with Labor Code § 226.7.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, have failed to furnish Mr. Teeba and other aggrieved employees with accurate and complete itemized wage statements that include, among other requirements, all overtime wages owed, and meal and rest period premium wages earned in violation of Labor Code

§ 226. Defendants have also issued facially deficient wage statements that fail to list the number of hours and corresponding rates of pay associated with shift premium payments. Defendants' failure to furnish Mr. Teeba and other aggrieved employees with complete and accurate itemized wage statements has resulted in actual injury, as said failures led to, among other things, the non-payment of all earned overtime wages, and rest and meal period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

As an "aggrieved employee," Mr. Teeba will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Mr. Teeba's own investigation, and on information and belief, Defendants have committed and continue to commit the following Labor Code violations:

- a. Defendants have violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Teeba and other aggrieved employees all overtime compensation earned;
- b. Defendants have violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Teeba and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- c. Defendants have violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Teeba and other aggrieved employees all lawful rest periods and failing to pay rest period premium wages to Mr. Teeba and aggrieved employees at the employees' respective regular rates of compensation for rest period violations;
- d. Defendants have violated Labor Code § 226 by failing to furnish Mr. Teeba and other aggrieved employees with accurate and compliant itemized wage statements;
- e. Defendants have violated Labor Code § 204 by failing to pay Mr. Teeba and other aggrieved employees all earned wages at least twice during each calendar month; and
- f. Defendants have violated Labor Code §§ 558, 1174, and 1198 by failing to maintain accurate records on behalf of Mr. Teeba and other aggrieved employees.

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LWDA
May 31, 2019
Page 5 of 5

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC


Fletcher W. Schmidt

cc: Brill, Inc. c/o Registered Agent Solutions, Inc. (via certified mail)

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Silvia Carter](#)
Subject: Thank you for submission of your PAGA Case.
Date: Friday, May 31, 2019 12:11:58 PM

5/31/2019

LWDA Case No. LWDA-CM-700532-19

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

April 10, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Larry Mindham v. Brill, Inc., et al.*

To Whom It May Concern:

Please be advised that this law firm represents Larry Mindham in claims arising from his employment with Brill, Inc. and Does 1 through 100 (“Defendants”). Mr. Mindham is an “aggrieved employee” as defined by Labor Code §§ 2699, *et seq.* due to Defendants’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate as an international baking company that offers baking ingredients, baked goods, and other services for retail and foodservice markets, and artisan and industrial bakeries. Mr. Mindham was employed by Defendants as a non-exempt employee in the maintenance department from 2011 until February 27, 2020. Mr. Mindham’s job duties consisted of providing maintenance services at Defendant’s commercial bakery facility.

Throughout Mr. Mindham’s employment with Defendants, Mr. Mindham and other aggrieved employees routinely work in excess of 8 hours per workday and/or more than 40 hours per workweek but have not received overtime compensation equal to one and one-half times their regular rate of pay for working overtime hours. Mr. Mindham and other aggrieved employees earn shift premiums, “Tip Bonuses,” other non-discretionary bonuses, and other forms of pay that cannot be excluded from the regular rate of pay as a matter of law (hereinafter “Incentive Pay”). As a result of paying Mr. Mindham and other aggrieved employees Incentive Pay, Defendants have failed to properly calculate the regular rate of pay for overtime purposes, resulting in unpaid overtime wages.

Defendants have also failed to provide Mr. Mindham and other aggrieved employees with all required meal periods to which they were entitled due to Defendant's unlawful meal period policies/practices, which do not provide all duty-free 30-minute meal periods as required by California law. Specifically, Defendants maintain an unlawful written meal period policy that only states that "an unpaid meal period is provided during the full shift (8 hours or more) and should generally be taken halfway through the shift." Defendants' policy is therefore silent as to the timing of the meal periods and fails to provide for second meal periods in the event that the employee works in excess of 10.0 hours, in violation of Labor Code § 512 and Wage Order 7 § 11. Despite Defendants' failure to provide Mr. Mindham and other aggrieved employees with all lawful meal periods due to their uniform and unlawful practices, Defendants have not provided Mr. Mindham and other aggrieved employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7, and in instances when Defendants did pay meal period premiums, the premiums were not paid at the correct rate of pay as a result of Defendants' payment of Incentive Pay.

Defendants have also failed to authorize and permit Mr. Mindham and other aggrieved employees to take all duty-free 10-minute rest periods for every four hours worked, or major fraction thereof, due to Defendants' unlawful rest period policies/practices. Defendants maintain a facially invalid rest period policy that states that "non-exempt employees are not allowed to leave the premises while on a paid break period." Furthermore, Defendants require Mr. Mindham and other aggrieved employees to carry "walkie-talkie" radios throughout their work shifts, including during their rest periods. Defendants' rest period policies/practices therefore violate *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257 260 (holding that during rest periods "employees must not only be relieved of work duties, but also be freed from employer control over how they spend their time."). Despite Defendants' failure to authorize and permit Mr. Mindham and other aggrieved employees to take all legally-compliant rest periods to which they are entitled, Defendants have failed to compensate Mr. Mindham and other aggrieved employees with an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants have maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7.

As a result of Defendants' failure to pay all overtime wages, and meal and rest period premium wages owed, Defendants failed to pay Mr. Mindham and other formerly-employed aggrieved employees all earned wages at the time of their separation of employment in violation of Labor Code § 203. Defendants have also maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Mindham and other aggrieved employees. Furthermore, Defendants' wage statements are facially deficient because they fail to list the number of hours and corresponding rates of pay associated with shift premium payments.

Additionally, Defendants provided Mr. Mindham and other separating employees their final pay in the form of a debit card, without voluntary authorization from the aggrieved employees, in violation of Labor Code § 212.

As described above, Defendants have committed, and continue to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 7 (“Wage Order 7”):

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendants failed to timely pay Mr. Mindham and other aggrieved employees all of their final wages at the time of separation. Pursuant to Labor Code § 203, Defendants’ failure to pay all final wages due to Mr. Mindham and other aggrieved employees was willful and, consequently, entitles Mr. Mindham and other aggrieved employees to waiting time penalties equal to one day of wages at their standard rate for each day Defendants failed to pay their final wages after their separation, up to a maximum of thirty days.

Pay Card Violations

Defendants paid Mr. Mindham and other aggrieved employees their final pay on a debit card, without their voluntary authorization. Defendants paid Mr. Mindham and other aggrieved employees their earned wages in a form that was not negotiable and payable in cash, on demand, without discount at an established business in the State of California in violation of Labor Code § 212. Labor Code § 212(a)(1) provides that “[n]o person, or agent or officer thereof, shall issue in payment of wages due, or to become due, or as an advance on wages to be earned: [a]ny order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state, the name and address of which must appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment.”

As an “aggrieved employee,” Mr. Mindham will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Mindham’s own investigation, and on information and belief, Defendants have committed and continue to commit the following Labor Code violations:

- a. Defendants have violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Mindham and other aggrieved employees all overtime compensation earned;

- b. Defendants have violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Mindham and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- c. Defendants have violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Mindham and other aggrieved employees all lawful rest periods and failing to pay rest period premium wages to Mr. Mindham and aggrieved employees at the employees' respective regular rates of compensation for rest period violations;
- d. Defendants have violated Labor Code § 226 by failing to furnish Mr. Mindham and other aggrieved employees with accurate and compliant itemized wage statements;
- e. Defendants have violated Labor Code §§ 201-203, by failing to pay all final wages, including, but not limited to, unpaid overtime wages and meal and rest period premium wages, to Mr. Mindham and other aggrieved employees upon their separation of employment from Defendant;
- f. Defendants violated Labor Code §§ 210 and 212 by failing to pay Mr. Mindham and other aggrieved employees their final wages in a form that was negotiable and payable in cash, on demand, without discount at an established business in the State of California;
- g. Defendants have violated Labor Code § 204 by failing to pay Mr. Mindham and other aggrieved employees all earned wages at least twice during each calendar month; and
- h. Defendants have violated Labor Code §§ 558, 1174, and 1198 by failing to maintain accurate records on behalf of Mr. Mindham and other aggrieved employees.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

cc: Brill, Inc. c/o Registered Agent Solutions, Inc. (via certified mail)
Hardy Ray Murphy (via regular mail)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BRILL, INC.
C/O REGISTERED AGENT SOLUTIONS, INC.
818 WEST SEVENTH STREET, #930
LOS ANGELES, CA 90017



9590 9402 5296 9154 3123 33

2. Article Number (Transfer from service label)

7020 0090 0001 5507 7564

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Antionette Williams

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Antionette Williams

C. Date of Delivery

APR 13 2020

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

all Restricted Delivery

Domestic Return Receipt

7020 0090 0001 5507 7564

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

BRILL, INC.
C/O REGISTERED AGENT SOLUTIONS, INC.
818 WEST SEVENTH STREET, #930
LOS ANGELES, CA 90017



PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for submission of your PAGA Case.
Date: Friday, April 10, 2020 10:57:04 AM

4/10/2020

LWDA Case No. LWDA-CM-782638-20
Law Firm : Haines Law Group, APC
Plaintiff Name : Larry Mindham
Employer: Brill, Inc.

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

From: [FormAssembly](#) on behalf of [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Court Complaint Submission.
Date: Thursday, June 17, 2021 1:14:08 PM

06/17/2021 01:13:57 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement”) of claims brought under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, is made and entered into between Plaintiffs Ahmad Teeba and Larry Mindham, acting in their capacity as private attorney generals, and Defendant Brill, Inc.

I. DEFINITIONS

The following terms, when used in this Settlement, will have the following meanings:

1. “Action” means the matter entitled *Teeba, et al. v. Brill, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1923242.
2. “Aggrieved Employees” consist of all current and former non-exempt employees of Brill, Inc. who worked in the State of California at any time from May 31, 2018 through the date of the Court’s order approving the Settlement.
3. “Court” means the Superior Court of California for the County of San Bernardino.
4. “Defendant” means Brill, Inc.
5. “Defense counsel” means Ogletree, Deakins, Nash, Smoak & Stewart, P.C., including Hardy Ray Murphy and Kyle A. Wende.
6. “Effective Date” means the date by which the last of the following has occurred: (a) the stipulation has been executed by all Parties and their counsel; and (b) the Court has held a final approval hearing and entered a judgment granting final approval.
7. “Individual Settlement Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.
8. “LWDA” means the California Labor and Workforce Development Agency.
9. “Maximum Settlement Amount” is the non-reversionary sum of \$615,000.00, which represents the total amount payable under this Settlement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiffs’ attorneys’ fees and costs, payment of Plaintiffs’ enhancement awards, and payment to the Settlement Administrator for administration costs.
10. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (subject to Court approval) are subtracted from the Maximum Settlement Amount: (a) Plaintiffs’ attorneys’ fees up to one-third of the Maximum Settlement Amount, currently estimated at \$205,000.00; (b) Plaintiffs’ reasonable verified litigation costs up to \$35,000.00; (c) Plaintiffs’ representative enhancement awards of \$10,000.00 (\$5,000.00 to each named Plaintiff); and (d) reasonable third-party administration costs up to \$3,625.00.
11. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

12. “PAGA Period” means the time period between May 31, 2018 and the date of the Court’s order approving the Settlement.

13. “PAGA Released Claims” mean all claims for civil penalties under PAGA during the PAGA Period, for all Labor Code sections alleged to be violated, or reasonably could have been brought based upon the facts and legal theories alleged in the operative complaint of the Action and in both Plaintiffs’ pre-filing notice letters to the LWDA, dated May 31, 2019 and April 10, 2020, respectively, including claims pertaining to alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 212, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1198, and as more fully set forth in Paragraph III.6, below.

14. “Parties” means Plaintiffs and Defendant.

15. “Plaintiffs” means Ahmad Teeba and Larry Mindham.

16. “Plaintiffs’ Counsel” means Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Alma V. Montenegro of Haines Law Group, APC.

17. “Settlement Administrator” means Phoenix Settlement Administrators.

II. RECITALS

1. Plaintiffs allege that Defendant is liable for civil penalties under the PAGA as a result of its: (i) failure to pay overtime wages; (ii) failure to provide all meal periods; (iii) failure to authorize and permit all rest periods; (iv) failure to maintain accurate records and issue accurate, itemized wage statements; (v) failure to pay all final wages at termination; (vi) failure to pay all earned wages at least twice per month. Defendant denies these allegations and, in entering into this Settlement, Defendant does not admit the sufficiency of any claims, allegations, assertions, or contentions made against them in the Action. Defendant has asserted and continues to assert defenses to Plaintiffs’ claims, and has expressly denied and continues to deny any wrongdoing whatsoever. Defendant represents that Plaintiffs have signed arbitration agreements during their employment and therefore all non-PAGA claims were precluded and subject to arbitration on an individual basis.

2. On August 5, 2019, Plaintiff Teeba filed a representative action PAGA complaint against Defendant in San Bernardino County Superior Court entitled *Teeba, et al. v. Brill, Inc.*, Case No. CIVDS1923242.

3. On May 31, 2019 and April 10, 2020, respectively, Plaintiff Teeba and Plaintiff Mindham provided written notice of their intent to file a claim for civil penalties under PAGA to the LWDA and Defendant, stemming from the alleged violations of the California Labor Code described in Paragraph II.1.

4. On September 15, 2020, Plaintiff Teeba filed the operative First Amended Complaint adding Plaintiff Larry Mindham as a named plaintiff along with additional factual allegations supporting Plaintiffs’ PAGA claims.

5. The Parties have conducted a detailed and comprehensive investigation of the claims asserted by Defendant and of the applicable law. In response to Plaintiffs’ Counsel’s

informal discovery requests, Defendant provided Plaintiffs' Counsel with information and documents pertaining to Plaintiffs and the Aggrieved Employees necessary for Plaintiffs' Counsel to investigate Plaintiffs' allegations and value the PAGA claim.

6. On March 30, 2021, the Parties participated in a full-day mediation with Jeffrey Krivis, Esq. At the end of mediation, Mr. Krivis made a mediator's proposal to resolve the PAGA Released Claims fully and finally as to Plaintiffs and the Aggrieved Employees, which was ultimately accepted by the Parties.

III. OPERATIVE TERMS OF SETTLEMENT

The Parties agree as follows:

1. **Non-Admission of Liability.** Nothing in this Settlement shall be construed to be an admission by Defendant of any liability or wrongdoing as to Plaintiffs, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not, and may not be, cited or admitted as evidence of liability, fault, or wrongdoing whatsoever.

2. **Maximum Settlement Amount.** Defendant will pay \$615,000.00 as the non-reversionary Maximum Settlement Amount. The Maximum Settlement Amount will be deposited with the Settlement Administrator no later than 30 days after the Effective Date.

3. **Plaintiffs' Right to Revoke.** Plaintiffs estimated, based on the data provided by Defendant prior to mediation, that the Aggrieved Employees worked 18,563 pay periods during the PAGA Period. Defendant represents that this estimate is reasonable. However, if the number of pay periods actually worked during the PAGA Period (as determined by the updated data provided to the Settlement Administrator) is more than 15% greater than this figure (*i.e.*, if there are 21,347 or more pay periods worked by the Aggrieved Employees), Plaintiffs shall have the option of voiding this Settlement. If Plaintiffs exercise this option, neither party shall be responsible for any costs the other party (or that party's counsel) incurred in the course of effectuating this Settlement.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Maximum Settlement Amount, subject to Court approval, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

- a. **Plaintiffs' Attorneys' Fees and Costs.** Defendant will not oppose Plaintiffs' request for attorneys' fees in the amount of up to one-third of the Maximum Settlement Amount (\$205,000.00) and actual costs incurred in prosecuting this Action, up to \$35,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount, and Plaintiffs' counsel shall not have the right to revoke the Settlement. The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiffs' Counsel.
- b. **Plaintiffs' Enhancement Awards.** Defendant will not oppose Plaintiffs' request for enhancement awards totaling \$10,000.00 (\$5,000.00 for each named Plaintiff) for

their service to the State of California and the Aggrieved Employees and the risk Plaintiffs undertook by attaching their names to this Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount, and Plaintiffs' counsel shall not have the right to revoke the Settlement. The Settlement Administrator will report this payment on IRS Form 1099 issued to Plaintiffs.

- c. Administration Costs. Defendant will not oppose the Settlement Administrator's costs in the amount up to \$3,625.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount, and Plaintiffs' counsel shall not have the right to revoke the Settlement. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. Allocation of Net Settlement Amount. The Net Settlement Amount will be distributed 75% to the LWDA and 25% to the Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees will be paid to all Aggrieved Employees based on the proportionate number of pay periods worked by each Aggrieved Employee during the PAGA Period as follows: Individual Settlement Payments will be calculated based on the proportionate number of pay periods worked by each Aggrieved Employee during the PAGA Period, by multiplying the Net Settlement Amount by a fraction, the numerator of which is each Aggrieved Employee's total pay periods worked during the PAGA Period, and the denominator of which is the total aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period.

6. PAGA Released Claims. In consideration for the payments awarded pursuant to the terms of this Settlement, Plaintiffs, in their capacity as private attorney generals, acting on behalf of themselves, the State of California, and the Aggrieved Employees, agree that upon entry of an Order approving the Settlement, Plaintiffs and the Aggrieved Employees will release Defendant and Defendant's past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, franchisees, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (collectively, the "Released Parties") from all claims for civil penalties under PAGA during the PAGA Period, for all Labor Code sections alleged to be violated or reasonably could have been alleged under the facts and legal theories alleged in the operative complaint of the Action and in both Plaintiffs' pre-filing notice letters to the LWDA, dated May 31, 2019 and April 10, 2020, respectively, that arose during the PAGA Period, including claims pertaining to alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 212, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1198. Upon entry of the Order approving the Settlement and judgment entered thereon, Plaintiffs and the Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

7. Covenants and Representations by Plaintiffs. Plaintiffs and Plaintiffs' Counsel are not currently aware of any: (a) unalleged claims in addition to, or different from, those which are finally and forever settled and released against the Defendant by this Settlement; and (b) unalleged facts or legal theories upon which any claims or causes of action could be brought against Defendant, except such facts and theories specifically alleged in the operative complaint

in the Action. Plaintiffs and Plaintiffs' Counsel further represent that, other than the instant Action, they have no intention of asserting any other claims against Defendant in any judicial or administrative forum. Plaintiffs and Plaintiffs' Counsel further represent that they do not currently know of or represent any persons who have expressed any interest in pursuing litigation or seeking any recovery against Defendant. The Parties acknowledge, understand and agree that the representations described in this Paragraph are essential to the Agreement and that this Agreement would not have been completed without these representations. Plaintiffs acknowledge that they have read this Settlement, that they fully understand their rights, privileges and duties under the Settlement, and enter into this Settlement freely and voluntarily. Plaintiffs further acknowledge that they had the opportunity to consult with their attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

8. **Judgment.** As part of the Motion to approve the Settlement, Plaintiffs will submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and which retains jurisdiction of the Court over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering an order as set forth herein. The order will not release or bar any claims other than the PAGA Released Claims as to Plaintiffs and the Aggrieved Employees. The Parties agree to reasonably cooperate in preparing any other filings required by the Court for the approval of this Settlement.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use Phoenix Settlement Administrators to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within ten (10) business days after the Effective Date, Defendant will provide the Settlement Administrator with information for the Aggrieved Employees. Defendant will, in good faith, compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and will include each Aggrieved Employee's full name, last known mailing address, last known telephone number, pay period information, and Social Security numbers. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access will be limited to those with a need to use the list as part of the administration of the Settlement.

Within ten (10) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator will also determine whether the workweek threshold in Paragraph III.3 is met. The Settlement Administrator will obtain approval from all counsel for the Parties of the calculations before mailing Individual Settlement Payments.

3. **Explanatory Letter and Individual Settlement Payments.** Within five (5) business days of receiving approval from all counsel for the Parties, pursuant to Paragraph IV.2, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within ten (10) business days of receiving approval from all counsel for the Parties, pursuant to Paragraph IV.2, the Settlement Administrator will mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with the Individual Settlement Payments to all Aggrieved Employees via First-Class U.S. Mail.

Each Individual Settlement Payment will be deemed penalties and reported using IRS Form 1099. Checks will remain negotiable for one hundred eighty (180) days from the date they are mailed by the Settlement Administrator. Any check that is not negotiated within one hundred eighty (180) days of mailing to an Aggrieved Employee will be transferred to the cy pres, Legal Aid Society of San Bernardino, a 501c3 nonprofit offering legal aid to low-income individuals in San Bernardino County.

4. **Undeliverable Letters.** The Settlement Administrator will exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address will be presumed to be the best mailing address for each Aggrieved Employee. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a Skip-Trace or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will perform a single re-mailing.

Defendant fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual Settlement Payment through the Settlement Administrator's initial mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees.

Plaintiffs and their counsel, as well as Defendant and its counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or the development of the list of recipients of settlement payments.

5. **Payment of Remainder.** Within ten (10) business days of receiving approval from all counsel for the Parties, pursuant to Paragraph IV.2, the Settlement Administrator will mail the following payments: (1) the 75% share of the Net Settlement Fund to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiffs' Counsel; (3) Court-approved enhancement awards to Plaintiffs; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** The Settlement Administrator will provide an accounting declaration under oath to the Parties of the amounts paid from the Settlement as soon as practicable after the check cashing deadline described in Paragraph IV.3.

7. **Tax Consequences.** Individual Settlement Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiffs nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement. Plaintiffs and Aggrieved employees who receive Individual Settlement Payments

pursuant to the Settlement are exclusively responsible for all tax obligations related or pertaining to the Individual Settlement Payments.

V. MISCELLANEOUS PROVISIONS

1. **Successors.** This Settlement will be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. Additionally, Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

2. **Governing Law.** This Settlement will be construed under and governed by the laws of the State of California, without regard to choice of law principles. All questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement will be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it will be brought in the State of California, County of San Bernardino.

3. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

4. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

5. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction per California Code of Civil Procedure § 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement; (ii) settlement administration matters; and (iii) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement.

6. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by the Parties or their successors-in-interest or counsel for the Parties.

7. **Authorization to Enter into Settlement.** Counsel for the Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If they are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

8. **Execution and Counterparts.** This Settlement is subject only to the execution of the Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

9. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

10. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

11. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

12. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

13. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

14. **Publicity.** Plaintiffs and Plaintiffs' Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except Aggrieved Employees and only as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this paragraph means Plaintiffs and Plaintiffs' Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. However, Plaintiffs' Counsel may disclose the name of the Parties in

this action, the venue/case number, and settlement details available in the public record, for the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as class counsel in other actions or for purposes of seeking approval of an unrelated settlement

15. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. Accordingly, this Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

16. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

17. **Cooperation and Execution of Necessary Documents.** The Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to seek the Court's approval of this Agreement are timely filed.

18. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

19. **Interim Stay of Proceedings.** The Parties agree to refrain from further litigation in the Action, except such proceedings necessary to implement and obtain an Order granting Final Approval of the terms of the Settlement. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate either as of the Effective Date or the date upon which this Settlement has been denied by the Court and all subsequent attempts to cure deficiencies have been unsuccessful.

20. **All Terms Subject to Final Court Approval.** All amounts and procedures described in this Agreement shall be subject to final Court approval.

IN WITNESS THEREOF, the Parties to this Settlement each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES BEGIN ON FOLLOWING PAGE]

AHMAD TEEBA

Jun 16, 2021
Dated: _____

ahmad teeba
ahmad teeba (Jun 16, 2021 20:19 PDT)
Ahmad Teeba, Plaintiff

LARRY MINDHAM

Dated: _____

Larry Mindham, Plaintiff

BRILL, INC.

Dated: _____

By: Michael Delaney
Authorized agent for Brill, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: _____

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiffs

Dated: _____

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

By: _____
Hardy Ray Murphy
Attorneys for Defendant

46860290.1

AHMAD TEEBA

Dated: _____

Ahmad Teeba, Plaintiff

LARRY MINDHAM

Jun 16, 2021
Dated: _____

Larry Mindham

Larry Mindham (Jun 16, 2021 20:14 PDT)
Larry Mindham, Plaintiff

BRILL, INC.

Dated: _____

By: Michael Delaney
Authorized agent for Brill, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: _____

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiffs

Dated: _____

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

By: _____
Hardy Ray Murphy
Attorneys for Defendant

46860290.1

AHMAD TEEBA

Dated: _____

Ahmad Teeba, Plaintiff

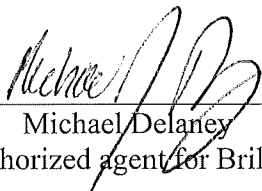
LARRY MINDHAM

Dated: _____

Larry Mindham, Plaintiff

BRILL, INC.

Dated: June 16, 2021



By: Michael Delaney
Authorized agent for Brill, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: _____

HAINES LAW GROUP, APC

By: _____
Fletcher W. Schmidt
Attorneys for Plaintiffs

Dated: June 17, 2021

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**


By: _____
Hardy Ray Murphy
Attorneys for Defendant

46860290.1

AHMAD TEEBA

Dated: _____

Ahmad Teeba, Plaintiff

LARRY MINDHAM

Dated: _____

Larry Mindham, Plaintiff

BRILL, INC.

Dated: _____

By: Michael Delaney
Authorized agent for Brill, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: June 17, 2021

HAINES LAW GROUP, APC

By: 

Fletcher W. Schmidt
Attorneys for Plaintiffs

Dated: _____

**OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

By: _____
Hardy Ray Murphy
Attorneys for Defendant

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Ahmad Teeba, et al. v. Brill, Inc.

San Bernardino County Superior Court, Case No. CIVDS1923242

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]
XXX-XX-[LAST 4 SSN]

I. NOTICE OF PAGA SETTLEMENT

This notice explains that a settlement has been reached in a case entitled *Ahmad Teeba et al. v. Brill, Inc.*, (Case No. CIVDS1923242) (the “Action”). The San Bernardino County Superior Court (the “Court”) has approved the PAGA Settlement Agreement (“Settlement”) in the Action.

In the Action, Plaintiffs seek to recover civil penalties for alleged violations of a California law known as the Private Attorneys General Act (“PAGA”). Plaintiffs are acting as “private attorney generals” on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other allegedly aggrieved employees. Plaintiffs allege that PAGA penalties are owed because Defendant Brill, Inc. (“Brill”) allegedly failed to: (1) pay overtime wages; (2) provide all meal periods; (3) authorize and permit all rest periods; (4) maintain accurate records and issue accurate, itemized wage statements; (5) pay all final wages at termination; and (6) pay all earned wages at least twice per month.

Brill contends that all allegedly aggrieved employees have been paid all monies that were due to them, maintains that it has at all times complied with California’s wage-and-hour laws, and vigorously denies any wrongdoing alleged by Plaintiffs.

The Court has ***not*** ruled on whether Plaintiffs’ claims have any merit. You should not take this notice as an expression of any opinion by the Court about whether Plaintiffs are right or wrong. Further, as referenced above, Brill maintains that Plaintiffs’ allegations are without merit and enters into this Settlement with no admission of liability, and solely for the purposes of compromising and settling the lawsuit to avoid the cost and operational burden of continued litigation. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Brill and Plaintiffs have negotiated a settlement of the Action.

You are receiving this Notice because you are in the group of employees referred to as the allegedly “Aggrieved Employees,” which is defined as: all current and former non-exempt employees of Brill, Inc. who worked in the State of California at any time from May 31, 2018 through **[PAGA APPROVAL DATE]**.

The “PAGA Period” is defined as May 31, 2018 through **[PAGA APPROVAL DATE]**.

II. CALCULATION OF INDIVIDUAL SETTLEMENT PAYMENT

The total number of workweeks worked by all allegedly Aggrieved Employees during the PAGA Period is **[TOTAL WORKWEEKS]**.

Specifically as to you, the records show that you worked **[THIS EMPLOYEE'S WORKWEEKS]** during the PAGA Period.

Your Individual Settlement Payment has been calculated at **[\$[AMOUNT PAID TO THIS EMPLOYEE]]**. Your payment is enclosed with this Notice.

Your payment was calculated by taking the share of the Net Settlement Amount paid to allegedly Aggrieved Employees and multiplying it by a fraction with your proportionate share of workweeks worked during the PAGA Period as the numerator and the total number of workweeks worked by all allegedly Aggrieved Employees during the PAGA Period as the denominator.

III. RELEASE

On **[PAGA APPROVAL DATE]**, the Court approved the Settlement.

By operation of the Settlement's terms, all allegedly Aggrieved Employees will release Brill and Brill's past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, franchisees, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from all claims for civil penalties under PAGA during the PAGA Period, for all Labor Code sections alleged to be violated, or reasonably could have been brought based upon the facts and legal theories alleged in the operative complaint in *Ahmad Teeba, et al. v. Brill, Inc.*, San Bernardino County Superior Court, Case No. CIVDS1923242 (the "Action") and in both Plaintiffs' pre-filing notice letters to the LWDA, dated May 31, 2019 and April 10, 2020, respectively, including claims pertaining to alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 212, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1198 (the "PAGA Released Claims"), that arose during the PAGA Period.

Upon entry of the Order approving the Settlement, Plaintiffs and the Aggrieved Employees are forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against Brill. The release became effective on **[PAGA APPROVAL DATE]**.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

You may contact the Court-approved Settlement Administrator, Phoenix Settlement Administrators, at **[ADMINISTRATOR INFO]** with any questions.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. Any check not negotiated within one hundred eighty (180) days of mailing to an Aggrieved Employee shall be distributed to Legal Aid Society of San Bernardino for the purposes of providing legal aid to low-income individuals in San Bernardino County. Legal Aid Society of San Bernardino is a 501(c)(3) non-profit organization

with the Employer Identification Number of 95-1997024. **If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.**

EXHIBIT 5

LAFFEY MATRIX

History

Case Law

Expert Opinions

See the Matrix

Contact us

Home

Links

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *McDowell v. District of Columbia*, Civ. A. No. 00-594 (RCL), LEXSEE 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001); *Salazar v. Dist. of Col.*, 123 F.Supp.2d 8 (D.D.C. 2000).

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6

June 9, 2021

Ahmad Teeba

Additional Charges :

		<u>Qty/Price</u>	<u>Amount</u>
4/30/2019	PKH Copying cost for April, 2019.	1 0.06	0.06
5/31/2019	PKH Copying cost for May, 2019.	41 0.06	2.46
	PKH Postage for May, 2019.	1 20.55	20.55
6/28/2019	PKH Filing fee for PAGA claim to LWDA	1 75.00	75.00
7/31/2019	PKH Copying cost for July, 2019.	4 0.06	0.24
8/5/2019	PKH Jury Fees.	1 150.00	150.00
	PKH Initial and Complex Case filing fees and Express Network's service fee for filing of summons & complaint.	1 1,524.60	1,524.60
8/31/2019	PKH Copying cost for August, 2019.	12 0.06	0.72
9/30/2019	PKH Copying cost for September, 2019.	47 0.06	2.82
	PKH Postage for September, 2019.	1 2.25	2.25
10/3/2019	PKH Express Network's service fee for filing of Proof of Service of Summons and NAR.	1 145.00	145.00

6/9/2021

			<u>Qty/Price</u>	<u>Amount</u>
10/21/2019	PKH	First Legal's service fee for filing of Joint Case Management Conference Statement.	1 53.25	53.25
10/31/2019	PKH	Copying cost for October, 2019.	24 0.06	1.44
	PKH	Postage for October, 2019.	1 0.65	0.65
11/30/2019	PKH	CourtCall fee for hearing on 10/28/19	1 94.00	94.00
12/31/2019	PKH	Copying cost for December, 2019.	18 0.06	1.08
	PKH	Postage for December, 2019.	1 1.45	1.45
4/30/2020	PKH	Copying cost for April, 2020.	24 0.06	1.44
	PKH	Postage for April, 2020.	1 7.55	7.55
6/15/2020	PKH	One Legal's fee for filing of Notice of Change of Address	1 1.00	1.00
	PKH	First Legal's fee for filing of Amended Complaint	1 54.50	54.50
8/7/2020	PKH	First Mediation fee - Invoice # [REDACTED] 9/29/2020 Mediation	1 7,500.00	7,500.00
8/11/2020	PKH	One Legal's fee for filing of Stipulation	1 1.00	1.00
	PKH	First Legal's fee for filing of Stip to Continue	1 75.30	75.30
8/14/2020	PKH	Filing fee for LWDA	1 75.00	75.00
8/31/2020	PKH	Copying cost for August, 2020.	1 0.06	0.06
	PKH	One Legal's fee for filing of Stipulation	1 1.00	1.00
	PKH	First Legal's fee for filing of Joint Stip to File First Amended Complaint	1 75.30	75.30

6/9/2021

		<u>Qty/Price</u>	<u>Amount</u>
9/11/2020	PKH Document purchase fee	1 2.50	2.50
9/15/2020	PKH One Legal's fee for filing of Amended Complaint	1 1.00	1.00
	PKH Document purchase fee	1 7.00	7.00
	PKH First Legal's fee for filing of First Amended Complaint	1 54.50	54.50
10/8/2020	PKH One Legal's service fee for filing of Stipulation	1 2.00	2.00
	PKH First Legal's fee for filing of Joint Stip to Continue	1 75.30	75.30
3/31/2021	PKH Westlaw cost for March, 2021.	1 4.36	NO CHARGE
	PKH [REDACTED] expert fee - Invoice # [REDACTED]	1 10,334.00	10,334.00
4/27/2021	PKH Document Purchase Fee	1 2.00	2.00
4/30/2021	PKH Copying cost for April, 2021.	7 0.06	0.42
Total additional charges			\$20,346.44
Balance due			\$20,346.44

EXHIBIT 7