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Attorneys for Plaintiff
ERIC ALMARAZ, as representative of the State of California and the Labor and Workforce
Development Agency, and on behalf of himself and other current and former employees.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF FRESNO

ERIC ALMARAZ an individual and on behalf
of himself and all current and former
aggrieved employees,

Plaintiffs,

vs.

STEVEN WARREN BRANT dba TRUST-
ALL ROOFING, an individual; IRENE
BRANT, an individual; PAUL BRANT, an
individual, JOE BRANT, an individual; and
DOES 1 through 50, inclusive,

Defendants.

STEVEN BRANT dba TRUST-ALL
ROOFING, an individual,

Cross-Complainant,

vs.

ERIC ALMARAZ, on behalf of himself and
all current and former aggrieved employees,
XAVIER BECERRA, in his official capacity
as the Attorney General of the State of
California; LILIA GARCIA BROWER, in her
official capacity as the Labor Commissioner of
the State of California; and JULIA A. SU, in

Case No. 20CECG03430

**NOTICE OF MOTION AND JOINT
MOTION FOR ORDER APPROVING
PAGA SETTLEMENT AND DISMISSING
PLAINTIFF'S PAGA CLAIM AGAINST
DEFENDANTS STEVEN WARREN
BRANT dba TRUST-ALL ROOFING,
IRENE BRANT, PAUL BRANT, AND JOE
BRANT; DECLARATION OF MICHAEL
ELKIN IN SUPPORT THEREOF**

Hearing:

Date: September 27, 2023
Time: 3:30 pm
Dept.: 403

Action Filed: November 20, 2020
Trial Date: None Set

1 her official capacity as the Secretary of the
2 California Labor and Workforce Development

3 Agency, and the California Labor and
4 Workforce Development Agency,

5 **TO EACH PARTY AND TO THE COUNSEL OF RECORD FOR EACH PARTY:**

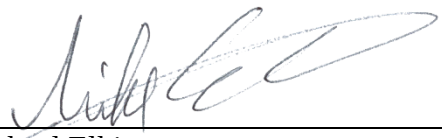
6 **YOU ARE HEREBY NOTIFIED THAT** on September 27, 2023 at 3:30 p.m., in
7 Department 403 of this Court located at 1130 O. Street, Fresno, CA 93721, Plaintiff Eric Almaraz
8 (Plaintiff) and Defendants Irene Brant, as the personal representative of the estate of Steven Warren
9 Brant, Irene Brant, Paul Brant, and Joe Brant (collectively “Defendants”) will and hereby do jointly
10 move the Court for an order (1) approving the PAGA settlement agreement to be made as required
11 under the Private Attorney General Act (“PAGA”) and (2) dismissing Plaintiff’s Complaint, filed
12 November 20, 2020, against Defendants for, among others, Violation of the California Labor Code
13 Private Attorneys General Act of 2004, with prejudice. Plaintiff and Defendants have settled the
14 PAGA action and wish to resolve this matter.

15 This Motion is based upon this Notice, the attached Memorandum of Points and Authorities,
16 the Declaration of Michael Elkin, any exhibits attached thereto, and all documentary evidence and
17 pleadings contained in the Court’s file, and upon such other evidence as may be presented at the
18 hearing of this motion.

19
20 Respectfully Submitted,

21 DATED: May 16, 2023

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23 ELKIN | GAMBOA LLP

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25 By: 

26 Michael Elkin

27 Attorneys for Plaintiff ERIC ALMARAZ
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By: Thomas E. Campagne
THOMAS E. CAMPAGNE
Attorneys for Defendants IRENE
BRANT as personal representative of the
estate of Steven Warren Brant, IRENE
BRANT, PAUL BRANT, and JOE BRANT

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION AND BACKGROUND**

3 Plaintiff ERIC ALMARAZ (“Plaintiff”) filed a lawsuit against Defendants Steven Warren
4 Brant dba Trust-All Roofing Defendant (substituted by Irene Brant as the personal representative of
5 the estate of Steven Warren Brant), Irene Brant, Paul Brant, and Joe Brant (collectively
6 “Defendants”) alleging, among others, a Cause of Action for Civil Penalties under the Private
7 Attorneys General Act (PAGA) against Defendants. On June 5, 2020, Plaintiff submitted a letter to
8 the LWDA alleging violations of California Labor Code Private Attorneys General Act of 2004
9 (“PAGA Claim”). On April 28, 2022, the parties reached a global settlement and settled the PAGA
10 claims against Defendant.

11 By way of the instant motion, Plaintiff and Defendants jointly seek to have the PAGA cause
12 of action dismissed with prejudice against Defendants. The parties hereby apply for an Order (1)
13 approving the settlement payment by Defendant, and (2) dismissing the representative PAGA claim,
14 with prejudice, against Defendants.

15 **II. STATEMENT OF FACTS**

16 On June 05, 2020, Plaintiff submitted a letter to the LWDA alleging PAGA violations. On
17 or about November 20, 2020, Plaintiff filed a Complaint against Defendants in this present action,
18 alleging, among others, violation of the California Labor Code Private Attorneys General Act of
19 2004. On January 19, 2021, Defendants filed cross-complaints against Plaintiff Eric Almaraz,
20 Xavier Becerra, in his official capacity as the Attorney General of the State of California, Lilia
21 Garcia Brower in her official capacity as the Labor Commissioner of the State of California, and
22 Julia A. Su, in her official capacity as the Secretary of the California Labor and Workforce
23 Development Agency, and the California Labor and Workforce Development Agency, for
24 injunctive and declaratory relief regarding the unconstitutionality of the PAGA and against Chris
25 Reta and Monica Reta for indemnity, contribution and declaratory relief, among others.

26 Ultimately, the parties have reached a global settlement, including resolution of individual,
27 cross claims, and PAGA claims on April 28, 2022. The parties now seek the Court’s approval of the
28 settlement of the PAGA claims.

1 Plaintiff's decision to settle the PAGA claims against Defendants was based on various
2 factors: (1) Defendant Trust-All Roofing is a small employer with only a limited number of
3 employees; (2) Defendant Steven Brant, the primary owner and operator of Trust-All Roofing
4 passed away during the pendency of the present lawsuit (3) Defendants vigorously deny the
5 constitutionality of the PAGA and the violations of the wage and hour laws which would have
6 entitled Plaintiff to recover penalties under PAGA; (4) the underlying facts of the case are in dispute
7 by Defendants; (5) there will be savings in time and expense by the Parties in not having to litigate
8 the claims for penalties under PAGA against Defendant; (6) there is no guarantee of an outcome on
9 the PAGA claims at trial; (7) the resolution of this dispute will be delayed until trial, and, regardless
10 of the outcome, there is a significant risk of further delay due to potential appeals; (8) statutory law
11 on PAGA is changing which presents a risk regarding prevailing on liability and recovery of
12 damages; and (9) any award of penalties under PAGA is within the discretion of the trial court and
13 can be reduced.

14 **III. TERMS OF SETTLEMENT**

15 Defendants have agreed to pay a total sum of the funds remaining in the estate of Steven
16 Warren Brant after all other creditors have been paid, but an amount no less than \$60,000.00, to
17 resolve the PAGA claim. Of this amount, 35% or minimum of \$21,000.00 are allocated as attorneys'
18 fees. Plaintiff has incurred costs of \$2,303.66. (Declaration of Michael Elkin, Esq. ¶ 7 and 13.) Of
19 the remaining amount: 25% will be paid to the aggrieved employees of Defendant Trust-All
20 Roofing; and 75% will be made payable to the "California Labor Workforce Development Agency"
21 as outlined in the Settlement Agreement. (Declaration of Michael Elkin ¶ 7, Exhibit "A".)

22 **IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT BECAUSE IT IS A**
23 **FAIR, ADEQUATE, AND REASONABLE COMPROMISE OF ALL DISPUTED**
24 **CLAIMS.**

25 California courts favor settlement. *See e.g., Stambaugh v. Superior Court* (1976) 62
26 Cal.App.3d 231, 236. For the reasons discussed below, this Court should approve the PAGA
27 Settlement.

28

1 **A. The Allocation Is Reasonable**

2 The PAGA is a relatively new statute and there is minimal authority addressing it. The
3 Courts have not set forth a required standard to use in order to evaluate the sufficiency of PAGA
4 settlement. However, it is clear that rigorous class action standards do not apply to PAGA claims
5 (*see e.g., Arias v. Superior Court* (2009) 46 Cal.4th 969, 977) and Courts that have approved PAGA
6 settlements have demonstrated, through their approvals, the low, relaxed standard utilized in such
7 cases. One of the reasons behind the relaxed standard is likely due to the fact that the purpose of
8 the PAGA is to provide a procedure for private enforcement of the labor laws, not to receive
9 damages or restitution. (*See Brown v. Ralph's Grocery Co.* (2011) 197 Cal.App4th 489, 401 [“The
10 purpose of the PAGA is not to recover damages or restitution”]; *Cunningham v. Leslie's Poolmart,*
11 *Inc.*, No. CV 13-2122 CAS CWX, 2013 WL 3233211, at *6 (C.D. Cal. June 25, 2013) (“The purpose
12 is not to collect damages on behalf of other employees or provide restitution to victims of *Labor*
13 *Code* violations.”). Indeed, in the extreme, a court does not abuse its discretion by approving a
14 settlement that even allocates ZERO of the settlement recovery to PAGA claims. (*Nordstrom*
15 *Commission Cases* (2010) 186 Cal.App.4th 576, 589.) Here, the allocation for PAGA penalties is a
16 fair and reasonable compromise of the PAGA penalties.

17 In *Nordstrom*, the court was examining a wage and hour case in which the employer agreed
18 to pay up to \$6.405 million in cash plus another \$2.5 million in merchandise vouchers to settle all
19 claims, including the PAGA claims. The settlement allocated ZERO to the PAGA claims and the
20 trial court approved it. On appeal, the appellate court held that the trial court did not abuse its
21 discretion in approving the settlement even though it released PAGA claims without any money
22 paid to the Labor and Workforce Development Agency for those claims. The trial court acted
23 properly in dismissing a PAGA claim without any consideration paid to the Labor and Workforce
24 Development Agency for those releases.

25 In *Villacres v. ABM Industries Inc.* (2010) 117 Cal.Rptr.3d 398, the plaintiff brought a
26 complaint against the Defendant for only PAGA penalties. Previously, the defendant had been sued
27 in a case that was settled for \$2.5 million dollars and approved by the trial court. On appeal, the
28 court focused on potential *res judicata* issues involving the PAGA claims. However, in discussing

1 the case, the Court stated that a trial court can approve a PAGA settlement even if the amount
2 allocated to civil penalties is zero. It stated that it did not matter if “none of the settlement proceeds
3 ... were allocated to PAGA” in the 2.5 million dollar settlement.

4 Similarly, many trial courts have also dealt with PAGA settlement approvals often approving
5 PAGA payments that are less than one percent of the total settlement value. (See, e.g., *Hopson v.*
6 *Hanesbrands Inc.*, No. CV-08-0844 EDL, 2009 WL 928133, at *9 (N.D. Cal. Apr. 3, 2009)
7 (approving a PAGA settlement of 0.003% or \$1,500 of the total settlement as it was in good faith);
8 *Franco v. Rut Food Prods., Inc.*, No. 1:10-cv-02354-SKO, 2012 WL 5941801, at *14 (E.D. Cal.
9 Nov. 27, 2012) (approving PAGA penalties of \$10,000 (75% to the state) as part of \$2.5 million
10 settlement, 0.004%); *Garcia v. Gordon Trucking*, No. 1:10“CV“-0324-AWI-SKO, 2012 WL
11 5364575, at *3 (E.D. Cal. Oct. 31, 2012) (approving PAGA settlement payment of \$10,000 out of
12 the \$3.7 million settlement, 0.0027%); *Chu v. Wells Fargo Investments, LLC*, No. C 05—4526
13 MHP, C 06-7924 MHP, 2011 WL 672645, at *1 (N.D. Cal. Feb. 16, 2011) (approving PAGA
14 settlement payment of \$7,500 to LWDA out of \$6.9 million settlement, 0.001%).

15 As detailed above, there were many factors that came into play when deciding to enter into
16 the settlement, most notably the disputes among the parties with regard to liability, the uncertain
17 economic viability of Trust-All Roofing, and the limited funds available for settlement out of the
18 estate of Steven Warren Brant.

19 **B. Public Policy Encourages Settlement**

20 This Court should grant the Motion because: (1) it comports with the strong public interest
21 favoring settlement, and (2) Plaintiff has not received unreasonable remuneration. “California law
22 favors the settlement of disputes as our high court clarified in *Neary v. Regents of University of*
23 *California* (1992) 3 Cal.4th 273. Settlement is efficient; it reduces costs, saves resources, and
24 minimizes court congestion. (*Id.*) The parties are best positioned to understand their interests and
25 resolve a dispute in a mutually beneficial manner without court intervention into the settlement.”
26 (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46,
27 62-63 [quoting *Neary*, supra 3 Cal.4th at 277-278].). “[T]here is an overriding public interest in
28 settling and quieting litigation.” (*Van Bronkhorst v. Safeco Corp.* (9th Cir. 1976) 529 F.2d 943, 950;

1 *see also Ahern v. Central Pacific Freight Lines* (9th Cir. 1988) 846 F.2d 47, 48.) “Due regard should
2 be given to what is otherwise a private consensual agreement between the parties.” (*Dunk v. Ford*
3 *Motor Co.* (1996) 48 Cal.App.4th 1794.)

4 The parties’ agreement to resolve the claims comports with the overarching public policy in
5 favor of settlement. Moreover, neither Plaintiff nor his counsel has received disproportionate
6 compensation in exchange for the release. Accordingly, this Court should allow Plaintiff to dismiss
7 the PAGA Claims against Defendant, thereby allowing a resolution of the claims against Defendant.

8 **C. No Notice to Other Employees Is Required**

9 This Court need not order the parties to disseminate notice of dismissal because the
10 California Supreme Court has held that class action requirements and notice requirements are not
11 required in a PAGA action. (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 977; *see also Baumann*
12 *v. Chase Inv. Servs. Corp.* (9th Cir. 2014) 747 F.3d 1117 [PAGA has no notice requirements for
13 unnamed aggrieved employees, nor may such employees opt out of a PAGA action. In a PAGA
14 action, the court does not inquire into the named plaintiff’s and counsel’s ability to fairly and
15 adequately represent unnamed employees.]. Accordingly, no notice of this settlement is required to
16 other employees.

17 **D. The PAGA Settlement Was Reached at Arms’ Length Through Experienced**
18 **Counsel After Mediation with an Experienced Mediator with Sufficient**
19 **Information to Intelligently Negotiate a Fair Settlement in View of the Claims**
20 **Asserted and Risks of Continued Litigation.**

21 Due to Defendants’ financial state, the challenge to the complaint and the uncertainty of the
22 related cross-actions, it was agreed by the parties that discovery would be delayed until the initial
23 matters could be resolved. However, the passing of Steven Brant, leaving behind only a small estate,
24 led the parties to try and mediate in order to try and reach a global resolution, without continued
25 expense on the part of the Defendants which would deplete the funds in the Brandt estate.

26 The PAGA Settlement resulted from thorough, arms’ length negotiations between
27 experienced attorneys, with the assistance of a respected mediator. Prior to the mediation, counsel
28 had informal discussions regarding the number and scope of the potential PAGA members (believed

1 to be 19 at the time), and the relative strengths and weaknesses of the claims and Defendants'
2 estimated exposure. (Declaration of Michael Elkin ¶ 6.)

3 In determining whether the Settlement amount is sufficient, Plaintiff's Counsel considered
4 the Defendants' financial condition and the prospects of the other defendants continuing the business
5 in the absence of Steven Warren Brandt. (Declaration of Michael Elkin ¶ 7.) Plaintiff's Counsel
6 believes that the death of Steven Warren Brandt would impact the business tremendously, likely
7 leading to its closure. Id. Accordingly, Defendants' financial condition supports this PAGA
8 Settlement wherein the Defendants have agreed that the entirety of the balance of the funds in the
9 Estate of Steven Warren Brandt, and in no event less than \$60,000.00, would be paid as the PAGA
10 Settlement. Plaintiff's Counsel believed and was advised by the mediator that this was the maximum
11 amount recoverable from Defendants.

12 Plaintiff also faced the following risks to his civil penalties claims:

13 (1) There are risks to Plaintiff's meal and rest period claims. (Declaration of Michael
14 Elkin ¶ 7.) Plaintiff's wage and hour violations were disputed by Defendants as not representative
15 of the other PAGA members. Informal interviews with other potential PAGA members indicated
16 that there was merit to these contentions.

17 (2) The passing of Steven Warren Brant complicated the retrieval of time records and
18 communications with PAGA members.

19 (3) Plaintiff's maximum estimated liability exposure is based on the theories that: (1)
20 Every paycheck that Defendants issued to employees during the PAGA period represents a pay
21 period in which every PAGA Member suffered a reporting time pay violation; (2) Every paycheck
22 that Defendants issued to employees during the PAGA period represents a pay period in which every
23 PAGA Member suffered a meal period violation; and (3) Every paycheck that Defendants issued to
24 employees during the PAGA period represents a pay period in which every PAGA Member suffered
25 a rest period violation. Defendants dispute that this was the case.

26 (4) Additionally, PAGA states a court has discretion to award a lesser amount than the
27 maximum penalty. Labor Code § 2699(e)(2); Thurman v. Bayshore Transit Management, Inc.
28 (2012) 203 Cal.App.4th 1112, 1135 (reducing PAGA award). There is a substantial risk that the

1 Court could reduce civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's
2 evidence of willful and intentional conduct. (Declaration of Michael Elkin ¶ 7.) The Court could
3 also award no civil penalties if it determines that an award of premium wages (which many views
4 as a penalty) is sufficient to punish Defendants' conduct. Id.

5 (5) Although authority is divided, both California appellate courts and many district
6 court rulings hold that the failure to pay premium wages for unprovided rest and meal periods cannot
7 give rise to derivative wage statement liability under Labor Code § 226. (Declaration of Michael
8 Elkin ¶ 7.) These decisions stand for the proposition that meal and rest period violations are not a
9 predicate for violations of the waiting time law (Labor Code secs. 201-203). Id. See, e.g., Culley v.
10 Lincare Inc. (E.D. Cal. 2017) 236 F. Supp. 3d 1184, 1195-96. See also Nguyen v. Baxter Healthcare
11 Corp., (C.D. Cal. 2011) U.S. Dist. LEXIS 141135, *24-25; Elliot v. Spherion Pacific Work (C.D.
12 Cal. 2008) 572 F. Supp. 2d 1169, 1179-1180.

13 The policy under California law favors settlement in representative actions and other
14 complex cases applies with particular force in this action. (Declaration of Michael Elkin ¶ 8.) view
15 of the risks, the Settlement represents a fair, adequate, and reasonable compromise amount for these
16 claims and warrants approval. See Laguna v. Coverall N. Am., Inc., Case No. 12-55479 (9th Cir.
17 June 3, 2014)

18 **E. The Split Between the Aggrieved Employees and the California Labor**
19 **Workforce Development Agency Is Proper**

20 PAGA penalties are required to be distributed seventy-five percent to the California Labor
21 Workforce Development Agency and twenty-five percent to the aggrieved employees. (Cal. Lab.
22 Code § 2699(i).) Defendants have been able to retrieve payroll records for the relevant time period
23 and thus allowing the parties to identify each of the aggrieved employees. (Declaration of Michael
24 Elkin ¶15), As part of the settlement, Defendants have agreed to: "Add the share of the Settlement
25 Sum going to the [aggrieved employees] as an additional line item on their pay checks, on the
26 soonest reasonably practicable payroll cycle and provide a declaration... that the payments to the
27 [aggrieved employees] have been made." (Exhibit "A")

28

1 **F. The Proposed Fee Amount For Attorneys’ Fees Is Fair, Adequate, and**
2 **Reasonable and Should Be Approved.**

3 Of the \$60,000.00 allocated towards the Settlement Sum, Plaintiff’s counsel requests
4 \$21,000.00 in attorneys’ fees. (Declaration of Michael Elkin ¶ 13, See Agreement, ¶ 5.) Plaintiff
5 has also incurred \$2,303.66 in litigation expenses which the court indicated in its February 16, 2023
6 Minute Order that it was disinclined to award but which nonetheless should be taken into
7 consideration when assessing the reasonableness of the proposed fee amount for attorney’s fees.

8 It is an accepted practice in wage and hour class action settlements to award attorneys’ fees
9 to Plaintiff’s Counsel based on a percentage of the total settlement value agreed upon by the parties.
10 California courts have long recognized that an appropriate method for awarding attorneys’ fees in
11 class actions is to award a percentage of the common fund. (Serrano v. Priest (1977) 20 Cal.3d 25,
12 48-49 [“when a number of persons are entitled in common to a specific fund, and an action brought
13 by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund,
14 such plaintiff or plaintiffs may be awarded attorney's fees out of the fund”]; Wershba v. Apple
15 Computer, Inc. (2001) 91 Cal.App.4th 224, 254; Lealao v. Beneficial California, Inc. (2000) 82
16 Cal.App.4th 19, 26-30.)

17 California courts have the discretion to employ (or decline to employ) a “lodestar cross
18 check” on a request for a percentage of the fund award. Laffitte v. Robert Half Intern, Inc. (2016) 1
19 Cal. 5th 480, 505 (“Laffitte”). However, the California Supreme Court in Laffitte has now made
20 clear that this cross-check is not required and approved one-third of the class action settlement fund
21 as reasonable attorney fees as “[t]he percentage of the fund method survives in California class
22 action cases....” Id. at 574.

23 “[R]egardless whether the percentage method or the lodestar method is used, fee awards in
24 class actions average around one-third of the recovery.” (See Chavez v. Netflix, Inc. (2008) 162
25 Cal.App.4th 43, 66, fn.11; In re Pacific Enter. Sec. Litig. (9th Cir. 1995) 47 F.3d 373, 379 [affirming
26 33% fee award]; Williams v. MGM-Pathe Communications Co. (9th Cir. 1997) 129 F.3d 1026, 1027
27 (awarding 33% of total fund amount).)

1 Should the Court elect to use Plaintiff's Counsel's lodestar as the method for awarding fees,
2 notwithstanding courts' clear preference for the percentage method, Plaintiff's Counsel's fee request
3 of \$21,000.00 is fair and reasonable based on their lodestar as cross-checked against the percentage
4 of the recovery. (Declaration of Michael Elkin ¶¶ 12-14.) In this case, Plaintiff's Counsel have a
5 total lodestar of approximately \$110,530.00 without the use of any multiplier, which results in a
6 multiplier of only 0.19 when compared against the \$21,000.00 fee request. Plaintiff's counsel also
7 expects to perform additional work on this case if the Court grants approval of the Agreement,
8 including supervision of the disbursement of the settlement funds to the PAGA Members. Id.

9 A general summary showing the number of hours of work performed by each attorney and
10 paralegal is set forth in the Declaration of Michael Elkin ("Elkin Decl.") in support of this motion.
11 (Elkin Decl. ¶ 12.). Based on the experience and credentials of Plaintiff's Counsel, these rates are
12 well within the range charged by attorneys with comparable experience and qualifications and thus
13 are reasonable. (Elkin Decl. ¶¶ 11-14.) Equitable considerations, Plaintiff's Counsel's previous
14 experience, and the caliber of opposing counsel also support the reasonableness of the fee request.
15 (Elkin Decl. ¶ 2.)

16 In addition, Plaintiff's Counsel incurred substantial costs, \$2,303.66, including the costs of
17 a mediator, paralegals and attorneys to aid in the representation of the PAGA Members. (Elkin Decl.
18 ¶¶ 13-14). Although the Settlement fails to provide for litigation costs. As the evidence submitted
19 herewith shows, all of these costs are documented and reasonably incurred. (Elkin Decl. ¶¶ 13-14).
20 Accordingly, they warrant consideration by the Court when assessing the reasonableness of the
21 attorney fee request.

22 **G. A Copy of This Motion Is Being Provided to the LWDA**

23 Pursuant to *Labor Code* section 2699 (l)(2), a copy of this motion is being submitted to the
24 California Labor and Workforce Development Agency (LWDA). A supplemental declaration will
25 be submitted attesting to the motion being sent to the LWDA.

26 **V. CONCLUSION**

27 For all of the foregoing reasons, Plaintiff and Defendants respectfully request that this Court
28 (1) approve the settlement payment to be made by Defendants under the Private Attorney General

1 Act and (2) dismiss Plaintiff's cause of action for Violation of the California Labor Code Private
2 Attorneys General Act of 2004, with prejudice.

3

4 DATED: May 16, 2023

Respectfully Submitted,

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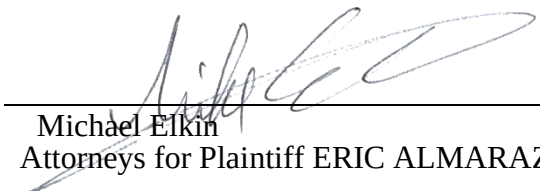
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ELKIN | GAMBOA LLP

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By: 

Michael Elkin
Attorneys for Plaintiff ERIC ALMARAZ

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By: Thomas E. Campagne
THOMAS E. CAMPAGNE
Attorneys for Defendants IRENE
BRANT as personal representative of the
estate of Steven Warren Brant, IRENE
BRANT, PAUL BRANT, and JOE BRANT

DECLARATION OF MICHAEL ELKIN

I, Michael Elkin, declare as follows:

1. I am an attorney duly admitted to practice before this Court. I am a partner with Elkin Gamboa, LLP, attorneys of record for Plaintiff ERIC ALMARAZ (“Plaintiff”). Except as otherwise indicated, I have personal knowledge of the facts set forth herein and if called as a witness, I could and would competently testify thereto.

2. I am highly experienced in class and representative action litigation specializing in actions of this nature. I have been practicing law since December 5, 2012. The majority of my legal career has been focused in the area of employment law representing employees with claims of wrongful termination, discrimination, harassment, whistleblower retaliation, wage and hour, and family and medical leave violations.

3. This declaration is submitted in support of the joint NOTICE OF MOTION AND JOINT MOTION FOR ORDER APPROVING PAGA SETTLEMENT AND DISMISSING PLAINTIFF'S PAGA CLAIM AGAINST DEFENDANTS STEVEN WARREN BRANT dba TRUST-ALL ROOFING, IRENE BRANT, PAUL BRANT, AND JOE BRANT.

4. On June 05, 2020, Plaintiff submitted a letter to the LWDA alleging PAGA violations.

5. On or about November 20, 2020, Plaintiff filed a complaint against Defendants, alleging, among others, violation of the California Labor Code Private Attorneys General Act of 2004.

6. The Parties attended mediation on April 28, 2022 with the Hon. Stephen J. Kane (Ret.). Prior to the mediation, counsel engaged in informal discovery regarding the number and scope of the potential PAGA members, along with relative strengths and weaknesses of the claims and Defendants' estimated exposure. On April 28, 2022, Plaintiff and Defendants executed a settlement agreement that includes a release with prejudice of the PAGA claims against Defendants and DOES 1-50, subject to the Court's order approving the instant motion seeking confirmation of the PAGA settlement. A true and correct copy of the parties' settlement agreement is attached hereto and labeled as Exhibit "A."

1 7. Per the PAGA Settlement, Defendants have agreed to pay a total sum of the funds
2 remaining in the estate Steven Warren Brant after all other creditors have been paid, but no less than
3 \$60,000.00 to resolve the PAGA claim. Of this amount, 35% or minimum of \$21,000.00 are
4 allocated as attorneys' fees. Plaintiff has also incurred costs of \$2,303.66. Of the remaining amount:
5 25% will be paid to the aggrieved employees of Defendants; and 75% will be made payable to the
6 "California Labor Workforce Development Agency" pursuant to the terms of the settlement
7 agreement. See Exhibit "A."

8 The decision to settle the claims and the settlement amount were based on various factors
9 including: (1) Defendant Trust-All Roofing is a small employer with only a limited number of
10 employees; (2) Defendant Steven Brant, the primary owner and operator of Trust-All Roofing,
11 passed away during the pendency of the present lawsuit (3) Defendants vigorously deny the
12 constitutionality of the PAGA and the violations of the wage and hour laws which would have
13 entitled Plaintiff to recover penalties under PAGA; (4) the underlying facts of the case are in dispute
14 by Defendant; (5) there will be savings in time and expense by the Parties in not having to litigate
15 the claims for penalties under PAGA against Defendant; (6) there is no guarantee of an outcome on
16 the PAGA claims at trial; (7) the resolution of this dispute will be delayed until trial, and, regardless
17 of the outcome, there is a significant risk of further delay due to potential appeals; (8) statutory law
18 on PAGA is changing which presents a risk regarding prevailing on liability and recovery of
19 damages; and (9) any award of penalties under PAGA is within the discretion of the trial court and
20 can be reduced.

21 Although authority is divided, both California appellate courts and many district court
22 rulings hold that the failure to pay premium wages for unprovided rest and meal periods cannot give
23 rise to derivative wage statement liability under Labor Code § 226. These decisions stand for the
24 proposition that meal and rest period violations are not a predicate for violations of the waiting time
25 law (Labor Code secs. 201-203).

26 8. The policy under California law favors settlement in representative actions and other
27 complex cases and applies with particular force in this action. Certainty of recovery is enhanced by
28 an equitable and timely consummated settlement such as the one under consideration. Tensions

1 created in the employment relationship in the litigation process are alleviated by settlements such
2 as these as opposed by trials. The expense of protracted litigation in these cases is formidable. While
3 the evidence gathered through Plaintiff's discovery supports the merits of the claims asserted in this
4 lawsuit, Plaintiff recognizes that continued litigation presents significant risks of a downward
5 departure from Defendants' maximum civil penalties exposure. In view of the risks, the Settlement
6 reflects Plaintiff's counsel's estimate of a total amount of civil penalties that the Plaintiff and the
7 PAGA Members could reasonably expect the Court to award them at trial, taking into account the
8 likelihood of prevailing and other attendant risks.

9 Moreover, the Settlement is fair, adequate, and reasonable. The Settlement provides
10 substantial monetary benefits to PAGA Members and is a product of diligent efforts of Plaintiff's
11 counsel to obtain the best possible result for the PAGA Members in light of the circumstances. This
12 Settlement was reached following thorough legal and factual research and analysis, thorough review
13 of data relative to the claims in this action, arduous settlement negotiations, and thorough
14 investigation of the underlying facts by the respective parties and review of records. The settlement
15 negotiations were, at all times, adversarial and non-collusive in nature. The proposed Settlement is
16 within the range of reasonableness, and PAGA members have supported the settlement.

17 9. I have served a copy of this motion on the LWDA by uploading it to that agency's
18 website. Attached as Exhibit "B" is a true and correct copy of the confirmation that it has been
19 uploaded.

20 10. Elkin Gamboa, LLP has participated in this litigation and performed work on behalf
21 of Plaintiff since the inception of this litigation. I performed, among other things, the following tasks
22 in relation to this matter: analyzed initial clients' claims; performed requisite research for case
23 evaluation; searched court records relative to possible competing cases; participated in its mediation
24 and settlement and reviewed all settlement papers along with orders from the court, law and motion
25 papers.

26 11. The hourly rate for my time is \$900.00 per hour, which is my usual and customary
27 hourly rate charged for my services in similar complex class and representative actions. The hourly
28 rate for my former and present associates is \$450.00 - \$550.00 per hour. These rates are well within

the range charged by attorneys with comparable experience and qualifications and thus are reasonable.

12. The total number of hours spent by me and my associates on this litigation is at least 172.5 hours, through May 11, 2023. The hours are broken down as follows:

Attorney Name:	Total Time:	Hourly Rate:	Lodestar:
Michael Elkin (Partner, 10 yrs. exp.)	47.1	\$900.00	\$42,390.00
Benjamin McLain (Associate, 2 yrs. exp.)	38.5	\$550.00	\$21,175.00
Elizabeth Tsolakian (Associate, 1 yrs. exp.)	8.3	\$450.00	\$3,735.00
Maksimilian Sklyarov (Frmr. Associate, 2 yrs. exp.)	78.6	\$550.00	\$43,230.00
TOTAL:	172.5		\$110,530.00

13. Plaintiff respectfully requests the Court to approve the 35% or minimum of \$21,000.00 for attorneys' fees as stated in the Settlement Agreement and \$2,303.66 for costs to my office as a result of litigating this case.

14. Plaintiff incurred the following costs, totaling \$2,303.66:

- a. \$75.00 for filing the PAGA complaint with the LWDA (Attached hereto as Exhibit "C" is a true and correct copy of the Elkin Gamboa, LLP's check sent to the LWDA for \$75.00.);
- b. \$450.56 filing fee the Complaint in the Fresno Superior Court (Attached hereto as Exhibit "D" is a true and correct copy of the receipt from Odyssey File & Serve.);
- c. \$40.00 invoice from Edding Attorney Services for serving complaint on Steven Warren Brant dba Trust-All Roofing (Attached hereto as Exhibit "E" is a true and correct copy of the invoice from Edding Attorney Services.);

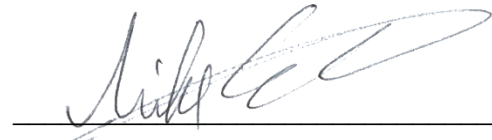
- 1 d. \$3.60 filing fees (Attached hereto as Exhibit “F” is a true and correct copy of the
2 receipt from Odyssey File & Serve.);
- 3 e. \$40.00 invoice from Edding Attorney Services for serving complaint on Joe Brant
4 (Attached hereto as Exhibit “G” is a true and correct copy of the invoice from Edding
5 Attorney Services.);
- 6 f. \$20.00 invoice from Edding Attorney Services for serving complaint on Irene Brant
7 (Attached hereto as Exhibit “H” is a true and correct copy of the invoice from Edding
8 Attorney Services.);
- 9 g. \$20.00 invoice from Edding Attorney Services for serving complaint on Paul Brant
10 (Attached hereto as Exhibit “I” is a true and correct copy of the invoice from Edding
11 Attorney Services.);
- 12 h. \$3.60 filing fees (Attached hereto as Exhibit “J” is a true and correct copy of the
13 receipt from Odyssey File & Serve.);
- 14 i. \$3.60 filing fees (Attached hereto as Exhibit “K” is a true and correct copy of the
15 receipt from Odyssey File & Serve.);
- 16 j. \$3.60 filing fees (Attached hereto as Exhibit “L” is a true and correct copy of the
17 receipt from Odyssey File & Serve.);
- 18 k. \$3.60 filing fees (Attached hereto as Exhibit “M” is a true and correct copy of the
19 receipt from Odyssey File & Serve.);
- 20 l. \$65.25 filing fees (Attached hereto as Exhibit “N” is a true and correct copy of the
21 receipt from Odyssey File & Serve.);
- 22 m. \$3.60 filing fees (Attached hereto as Exhibit “O” is a true and correct copy of the
23 receipt from Odyssey File & Serve.);
- 24 n. \$3.60 filing fees (Attached hereto as Exhibit “P” is a true and correct copy of the
25 receipt from Odyssey File & Serve.);
- 26 o. \$3.60 filing fees (Attached hereto as Exhibit “Q” is a true and correct copy of the
27 receipt from Odyssey File & Serve.);
- 28 p. \$3.60 filing fees (Attached hereto as Exhibit “R” is a true and correct copy of the
receipt from Odyssey File & Serve.);

- 1 q. \$3.60 filing fees (Attached hereto as Exhibit “S” is a true and correct copy of the
2 receipt from Odyssey File & Serve.);
- 3 r. \$94.00 fees for CourtCall for Demurrer on 12/22/21 (Attached hereto as Exhibit “T”
4 is a true and correct copy of the receipt from CourtCall.);
- 5 s. \$3.60 filing fees (Attached hereto as Exhibit “U” is a true and correct copy of the
6 receipt from Odyssey File & Serve.);
- 7 t. \$3.60 filing fees (Attached hereto as Exhibit “V” is a true and correct copy of the
8 receipt from Odyssey File & Serve.);
- 9 u. \$94.00 fees for CourtCall for Case Management Conference on 11/19/21 (Attached
10 hereto as Exhibit “W” is a true and correct copy of the receipt from CourtCall.);
- 11 v. \$3.60 filing fees (Attached hereto as Exhibit “X” is a true and correct copy of the
12 receipt from Odyssey File & Serve.);
- 13 w. \$3.60 filing fees (Attached hereto as Exhibit “Y” is a true and correct copy of the
14 receipt from Odyssey File & Serve.);
- 15 x. \$65.25 filing fees (Attached hereto as Exhibit “Z” is a true and correct copy of the
16 receipt from Odyssey File & Serve.);
- 17 y. \$94.00 fees for CourtCall for Case Management Conference on 2/9/22 (Attached
18 hereto as Exhibit “AA” is a true and correct copy of the receipt from CourtCall.);
- 19 z. \$94.00 fees for CourtCall for Status Conference on 2/28/22 (Attached hereto as
20 Exhibit “BB” is a true and correct copy of the receipt from CourtCall.);
- 21 aa. \$1,000.00 fee for half-day mediation with Justice Stephen J. Kane (Attached hereto
22 as Exhibit “CC” is a true and correct copy of the receipt from Justice Stephen J.
23 Kane);
- 24 bb. \$3.60 filing fees (Attached hereto as Exhibit “DD” is a true and correct copy of the
25 receipt from Odyssey File & Serve.);
- 26 cc. \$3.60 filing fees (Attached hereto as Exhibit “EE” is a true and correct copy of the
27 receipt from Odyssey File & Serve.);
- 28 dd. \$94.00 fees for CourtCall for Case Management Conference on 8/10/22 (Attached
hereto as Exhibit “FF” is a true and correct copy of the receipt from CourtCall.);

1 15. On March 14, 2023, Thomas E. Campagne, counsel for defendants, informed me
2 that Irene Brant, the executor of the estate of Steven Brant, was successful in retrieving payroll
3 records for the relevant time period, which have allowed the parties to identify each of the
4 aggrieved employees. I was provided with a copy the payroll records which show a total of 17
5 aggrieved employees, including the plaintiff in the present action.

6
7 I declare under penalty of perjury under the laws of the State of California that the foregoing
8 is true and correct. Executed on this 16th day of May, 2023 at Fresno, California.

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MICHAEL ELKIN

EXHIBIT A

PAGA
ELLIN

SETTLEMENT AGREEMENT FOLLOWING MEDIATION

In the matter of: Almaraz v Brant Freno Superior Court No. 20LE6603430

The parties enter into this settlement agreement following a mediation. Counsel for the parties will jointly prepare and exchange a Mutual General Release of All Claims, including a California Civil Code section 1542¹ waiver of all known and unknown claims based on occurrences before today [and a Business & Professions Code section 6149.5 waiver], to be executed by all parties. A form Request for Dismissal with prejudice will be executed by plaintiffs (and cross-claimants, if any). All parties shall bear their own legal fees and costs.

This agreement and compliance with this agreement shall not be construed as an admission by any party of any liability whatsoever, nor an admission by any party of any violation of the rights of any person, violation of any order, law, statute, duty or contract whatsoever. This agreement is deemed to have been drafted jointly by the parties and, in the event of a dispute, shall not be construed in favor of or against any party by reason of such party's contribution to the drafting of this agreement. The parties may reduce this agreement to a more formal writing; however, if that does not occur for any reason, this agreement will control as the final and binding settlement agreement.

This settlement agreement includes the following provisions: **SEE ATTACHMENT A**

The parties waive the provisions of the California Evidence Code relating to mediation confidentiality and agree that this settlement agreement is binding, enforceable, subject to disclosure and admissible in order to enforce the agreement pursuant to Evidence Code section 1123. The parties further agree that this matter is now settled pursuant to the provisions of California Code of Civil Procedure section 664.6.²

Dated: 4/28/22

[Signature]
Mediator

Dated: 4/28/22

[Signature]
Plaintiff(s)

on behalf of Plaintiff Eric Almaraz

Eric Almaraz

Dated: 4/28/22

[Signature]
Attorney for Plaintiff(s)

Dated: 4/28/22

X [Signature] X
Defendant(s) Joe Brant Paul Brant

Dated: 4/28/2022

[Signature]
Attorney for Defendant(s)

Dated: 4/28/22

[Signature]
Defendant(s)

Dated: 4/28/22

[Signature]
Attorney for Defendant(s)

¹ **CC 1542 Waiver For Release of Known and Unknown Claims.** In other words, each Party shall each assume the risk of any and all known and unknown claims which may exist at the time of the effective date of this Settlement Agreement. This Agreement shall apply to any and all unknown claims as well as to any and all those claims which are known or suspect;

and upon advice of each of the parties' respective attorneys, each Party hereby expressly **waives any and all rights under Section 1542** of the Civil Code of the State of California, which code section reads as follows:

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

Each party waives and releases any right or benefit which it has or may have under Section 1542 of the Civil Code of the State of California to the full extent that it may lawfully waive all such rights and benefits pertaining to the matters and things released herein. In connection with such waiver and relinquishment, each party hereto jointly and separately acknowledges that it is aware that it may hereafter discover claims or facts in addition to or different from those which it now knows or believes to be true with respect to the matters related herein, but that it is the intention hereby to fully, finally, and forever settle and release all such matters and all claims relative thereto which do exist, may exist, or heretofore have existed. In furtherance of such intention, the releases herein given shall be and remain in effect as full and complete releases of any such additional different claims or facts relative thereto.

Business & Profession Code 6149.5 Waiver.

(a) Upon the payment of one hundred dollars (\$100) or more in settlement of any third-party liability claim the insurer shall provide written notice to the claimant if both of the following apply:

(1) The claimant is a natural person.

(2) The payment is delivered to the claimant's lawyer or other representative by draft, check, or otherwise.

(b) For purposes of this section, "written notice" includes providing to the claimant a copy of the cover letter sent to the claimant's attorney or other representative that accompanied the settlement payment.

(c) This section shall not create any cause of action for any person against the insurer based upon the insurer's failure to provide the notice to a claimant required by this section. This section shall not create a defense for any party to any cause of action based upon the insurer's failure to provide this notice.

² **CCP 664.6 Judgment by Stipulation.** "If parties to pending litigation stipulate, in a writing signed by the parties outside the presence of the court or orally before the court, for settlement of the case, or part thereof, the court, upon motion, may enter judgment pursuant to the terms of the settlement. If requested by the parties, the court may retain jurisdiction over the parties to enforce the settlement until performance in full of the terms of the settlement."

PAGA

Exhibit A:

This Settlement Agreement and Release of Claims in the PAGA Action ("Agreement") is entered into by Eric Almaraz ("Employee"), on one hand, and The Estate of Steven Warren Brant, Irene Brant, Paul Brant, and Joe Brant (Collectively "Employer"), on the other hand. Employee and Employer are referenced collectively herein as "the Parties."

1. **Substitution of Personal Representative for Estate.** The Parties agree to take all steps necessary to substitute Irene Brant, the Personal Representative of the Estate of Steven Warren Brant, including, but not limited to, executing the Stipulation to Substitution of Personal Representative for Deceased Defendant Steven Warren Brant the Personal Representative dismiss with prejudice the PAGA Action within 15 days after the Agreement has been approved by the Court.
2. **Joint Motion for Judicial Approval.**
 - a. After this Agreement is fully executed, the Parties will file a joint motion seeking approval of this Agreement with the Superior Court of California for the County of Fresno (the "Court") together with a proposed order dismissing the PAGA Action with prejudice.
 - b. Employer agrees to provide Employee necessary work week data for Employee to include in seeking court approval of the settlement of this PAGA Action. Employee's counsel will prepare and file the necessary paperwork seeking to have the Court approve the PAGA settlement and dismiss that case.
 - c. Employee will be responsible for providing proper notice to the LWDA of this Agreement and the Joint Motion for Judicial Approval, as well as any final Court Order approving a settlement and/or this Agreement.
 - d. The Parties and their counsel agree to cooperate in good faith and take any needed actions to obtain final approval of this Agreement to implement the terms and conditions of this agreement.
3. **Dismissal of Claims.** Employee agrees to take all steps to dismiss with prejudice the PAGA Action within 15 days after the Agreement has been approved by the Court.
4. **Non-Admission of Liability.** This Agreement is entered into in compromise of disputed claims. Employee, on behalf of the Aggrieved Employees, acknowledges and agrees that the execution of this Agreement and the payment of consideration hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Employer, any of the Releasees (as defined below), or any other person or business entity affiliated with Employer.
5. **Consideration.** In consideration of the execution of this Agreement, and for Employee's performance of the covenants and promises made herein, Employer agrees to pay the balance of the funds remaining in the estate, but at minimum \$60,000.00 (any shortfall shall

be made up by funding directly from Employer). (the "Settlement Sum") toward full and complete settlement of the PAGA Action upon approval and issuance of an order closing the Probate Case No. 21CEPR00737 entitled In Re the Matter of the Estate of Steve W. Brant, aka Steven Warren Brant, aka Steve Brant, Decedent, by the Probate Court of the County of Fresno. Employer will not contest Employee's attorneys' request for attorneys' fees of up to 35% of the gross sum (\$21,000.00). The gross sum minus the amount which the court awards as attorneys' fees shall be referred to as the "net Settlement Sum." From the net Settlement Sum, Employer shall pay 75% to the LWDA and 25% to the Aggrieved Employees (based on their pro rata share of the workweek data), within 15 days of the Effective Date. The term "Effective Date" refers to the date upon which the Court grants the Parties' joint stipulation approving the Settlement and dismissing the PAGA Action.

Given the size of the pro rata amounts going to the Aggrieved Employees, Employer will add the share of the Settlement Sum going to the Employees as an additional line item on their pay checks, on the soonest reasonably practicable payroll cycle, and provide a declaration to Employee's counsel, under penalty of perjury, that the payments to the Employees have been made.

6. Court Retains Jurisdiction Under 664.6

The parties hereby stipulate that the Court shall retain jurisdiction over the parties to the action pursuant to Code of Civil Procedure Section 664.6 to enforce the terms of this Settlement Agreement.

Each party shall likewise take all reasonable steps necessary to fully resolve this matter.

PAGA
(review)

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims in the PAGA Action ("Agreement") is entered into by Eric Almaraz ("Employee"), on one hand, and IRENE BRANT as the personal representative of THE ESTATE OF STEVEN WARREN BRANT dba TRUST-ALL ROOFING, IRENE BRANT, individually, PAUL BRANT, and JOE BRANT (collectively "Brant"), on the other hand. Employee and Brant are referenced collectively herein as "the Parties."

RECITALS

A. WHEREAS, on or about June 05, 2020, Employee sent notice to the California Labor Workforce Development Agency ("LWDA") alleging various violations by Brant. Thereafter, on or about November 20, 2020, Employee filed a lawsuit entitled "Representative Action Complaint for Civil Fines" against Brant under the Private Attorneys General Act ("PAGA") in the Fresno County Superior Court, Case No. 20CECG03430 (collectively the "PAGA Action"). In connection with such PAGA Action, Employee brought the claims on behalf of all Brant's non-exempt employees ("Aggrieved Employees").

B. WHEREAS, the Parties mediated this matter on April 28, 2022 with the Honorable Stephen J. Kane (Ret.) and the Parties reached resolution during such mediation as outlined below.

C. WHEREAS, Brant denies any and all wrongdoing and/or liability as alleged in the PAGA Action, and further denies any wrongdoing against and/or liability to the Aggrieved Employees. Notwithstanding, the Parties have agreed that it is in their respective best interests to resolve all claims in the PAGA Action given the inherent risks of litigation.

D. WHEREAS, except as expressly set forth herein, and without any admission of wrongdoing or liability by Brant, the Parties now wish to resolve any and all disputes and potential liabilities of Brant and its constituents to the Aggrieved Employees; to compromise, settle and release all claims alleged in or related to the PAGA Action; and to document herein the settlement between the Parties. The Parties acknowledge that they have been given time to consider this Agreement and are entering into it voluntarily and for the purpose of resolving any and all claims.

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, it is agreed as follows:

TERMS AND SETTLEMENT

1. Joint Motion for Judicial Approval.

a. After this Agreement is fully executed, the Parties will file a joint motion seeking approval of this Agreement with the Superior Court of California for the County of Fresno (the "Court") together with a proposed order dismissing the PAGA Action with prejudice.

b. Brant agrees to provide Employee necessary work week data for

Employee to include in seeking court approval of the settlement of this PAGA Action. Employee's counsel will prepare and file the necessary paperwork seeking to have the Court approve the PAGA settlement and dismiss that case.

c. Employee will be responsible for providing proper notice to the LWDA of this Agreement and the Joint Motion for Judicial Approval, as well as any final Court Order approving a settlement and/or this Agreement.

d. The Parties and their counsel agree to cooperate in good faith and take any needed actions to obtain final approval of this Agreement to implement the terms and conditions of this agreement.

2. **Dismissal of Claims.** Employee agrees to take all steps to dismiss with prejudice the PAGA Action within 15 days after the Agreement has been approved by the Court.

3. **Non-Admission of Liability.** This Agreement is entered into in compromise of disputed claims. Employee, on behalf of the Aggrieved Employees, acknowledges and agrees that the execution of this Agreement and the payment of consideration hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Brant, any of the Releasees (as defined below), or any other person or business entity affiliated with Brant.

4. **Consideration.** In consideration of the execution of this Agreement, and for Employee's performance of the covenants and promises made herein, Brant agrees to pay the balance of the funds remaining in the estate, but at minimum \$60,000.00 (any shortfall shall be made up by funding directly from Brant). (the "Settlement Sum") toward full and complete settlement of the PAGA Action upon approval and issuance of an order closing the Probate Case No. 21CEPR00737 entitled In Re the Matter of the Estate of Steve W. Brant, aka Steven Warren Brant, aka Steve Brant, Decedent, by the Probate Court of the County of Fresno. Brant will not contest Employee's attorneys' request for attorneys' fees of up to 35% of the gross sum (\$21,000.00). The gross sum minus the amount which the court awards as attorneys' fees shall be referred to as the "net Settlement Sum." From the net Settlement Sum, Brant shall pay 75% to the LWDA and 25% to the Aggrieved Employees (based on their pro rata share of the workweek data), within 15 days of the Effective Date. The term "Effective Date" refers to the date upon which the Court grants the Parties' joint stipulation approving the Settlement and dismissing the PAGA Action.

Given the size of the pro rata amounts going to the Aggrieved Employees, Brant will add the share of the Settlement Sum going to the Employees as an additional line item on their pay checks, on the soonest reasonably practicable payroll cycle, and provide a declaration to Employee's counsel, under penalty of perjury, that the payments to the Employees have been made.

Each Party shall bear their own attorney's fees and costs. Each party shall likewise take all reasonable steps necessary to fully resolve this matter.

5. **Tax Treatment.** Employee, on behalf of the Aggrieved Employees, understands and agrees that Brant is neither providing tax or legal advice, nor making representations

regarding tax obligations or consequences, if any, related to this Agreement. Employee, on behalf of the Aggrieved Employees, further agrees that the Aggrieved Employees will assume any such tax obligations or consequences that might arise from this Agreement, and no Aggrieved Employee shall seek any indemnification from Brant in this regard. The Aggrieved Employees agree that in the event that any taxing body determines that additional taxes are due, Aggrieved Employees acknowledge and assume all responsibility for the payment of any such taxes and agrees to indemnify, defend and hold Brant harmless for the payment of such taxes, and any failure to withhold. Aggrieved Employees further agree to pay, on Brant's behalf, any interest or penalties imposed as a consequence of such tax obligations, and to pay any judgments, penalties, taxes, costs and attorneys' fees incurred by Brant as a consequence of Employee's failure to pay any taxes due. These obligations do not apply to taxes owed by Brant such as payroll taxes.

6. **Release from Aggrieved Employees.** Upon entry of an Order approving the Agreement, the Aggrieved Employees release Brant and all of Brant's past, present and future parent companies, affiliates, subsidiaries, divisions, joint venturers, predecessors, successors, insurers, assigns, consultants, subcontractors, and their employee benefit plans, and the trustees, fiduciaries, and administrators of those plans, and any of their respective current or former stockholders, owners, officers, directors, partners, servants, agents, employees, independent contractors, representatives, attorneys, and all persons acting under, by, through, or in concert with any of them, and each of them (all of whom are referred to in this Agreement as the "Releasees"), from claims that arose during the period of May 20, 2019, through the date that the Court approves the Parties' joint stipulation to dismiss PAGA Action, arising from the claims pled in PAGA Action, or which could have been pled based on the factual allegations in the PAGA Action, including for violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 558.1, 1182.12, 1194, 1194.2, 1197, 1198, 1198.5 2802, and 2698 *et seq.* ("PAGA Released Claims"). Upon entry of the Order approving the Agreement and dismissing the Action, Employee and the Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose between May 20, 2019, and the date that the Court approves this Agreement, against Releasees.

7. **Successors.** This Agreement shall be binding upon the Parties (including, without limitation, the Aggrieved Employees), and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their respective heirs, representatives, executors, administrators, successors, and assignees.

8. **Continuing Right to Communicate With Federal and State Agencies.** This Agreement does not release any claims that cannot be released as a matter of law. Moreover, nothing in this Agreement is intended to limit or shall limit, prevent, impede or interfere with the Aggrieved Employees' participation in government investigations, testifying in proceedings brought by a government agency regarding the Brant's past or future conduct, or voluntarily communicating, without prior notice to or approval by Brant, with the government (including but not limited to, government agencies such as the Securities and Exchange Commission, Equal Employment Opportunity Commission, and the National Labor Relations Board) about a potential violation of law or regulation.

9. **Representations and Warranties.** The Parties to this Agreement represent and warrant as follows:

- a. This Agreement has been voluntarily, deliberately, and knowingly executed;
- b. The Parties received the assistance of counsel in reviewing this Agreement before it was signed;
- c. The Parties have made such investigation of the facts pertaining to this Agreement as they deem necessary to constitute an informed decision;
- d. The terms of this Agreement are contractual and are the result of negotiations; and
- e. The Parties have carefully read this Agreement and the contents hereof are known and understood by them.

10. **No Attorney's Fees and Costs.** Except as otherwise set forth herein, the Parties will bear their own respective costs and fees, including attorneys' fees incurred in connection with the PAGA Action and the negotiation and execution of this Agreement.

11. **Enforcement.** Should any party sue to enforce this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and other costs. The Parties consent to the personal jurisdiction of the courts of California in any proceeding to enforce this Agreement, and agree not to interpose any objection or defense based on lack of personal jurisdiction or improper venue in any such proceeding.

12. **No Waiver.** The failure of the Parties, or either of them, to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof, or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

13. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions, which shall remain in full force and effect. If any portion of this Agreement is found invalid, such an invalid provision shall be severable from the Agreement and the Parties agree that a full and general release by Employee shall remain valid.

14. **Miscellaneous.**

a. The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.

b. The Parties agree and represent that they intend and believe that this Agreement is lawful and enforceable in its entirety. The Parties further agree that, to the extent any portion or paragraph of this Agreement may be held invalid or legally unenforceable by an agency or court of competent jurisdiction, the remaining portions of this Agreement shall not be

affected and shall be given full force and effect.

c. Any changes to this Agreement must be in writing and signed by Employee and an officer of Brant.

d. The headings used herein are for reference only and shall not affect the construction of this Agreement.

e. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and governed under the law of that state.

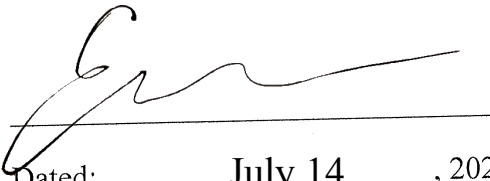
15. **Counterparts.** This Agreement may be executed in multiple counterpart facsimile or pdf signature pages, each of which shall be deemed an original, and all of which taken together shall constitute one agreement and shall be immediately binding and enforceable upon execution.

16. **Good Faith Compliance.** The Parties agree to cooperate in good faith and to do all things necessary to effectuate this Release and the terms of this Agreement.

17. **Circular 230 Disclaimer.** Each Party to this Agreement acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular (31 CFR PART 10, as amended); (2) has relied exclusively upon the Party's own independent legal and tax advisors for advice (including tax advice) in connection with this Agreement; (3) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other Party; (4) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the Party; and (5) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

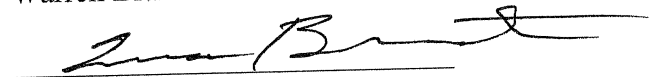
18. **Court Retains Jurisdiction Under 664.6.** The parties hereby stipulate that the Court shall retain jurisdiction over the parties to the action pursuant to Code of Civil Procedure Section 664.6 to enforce the terms of this Settlement Agreement.

EMPLOYEE, Eric Almaraz



Dated: July 14, 2022

BRANT, Irene Brant, as personal Representative of The Estate of Steven Warren Brant dba Trust-All Roofing



Dated: 07/11/, 2022

Irene Brant, as an individual

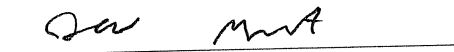
Paul Brant



Dated: 07/11/, 2022

Dated: _____, 2022

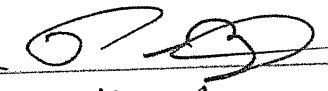
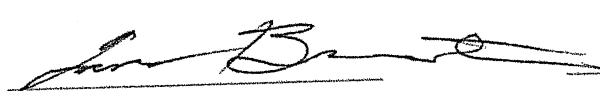
Joe Brant



Dated: 7-12-22, 2022

Irene Brant, as an individual

Paul Brant

Dated: 07/11/, 2022Dated: 11 July, 2022

Joe Brant

Dated: _____, 2022

EXHIBIT B

ELKIN
GAMBOA, LLP

Michael Elkin <michael@elkingamboa.com>

Thank you for your Proposed Settlement Submission

1 message

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: michael@elkingamboa.com

Fri, Sep 23, 2022 at 3:17 PM

09/23/2022 03:16:58 PM

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

Item submitted: Proposed Settlement

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 C

ELKIN MICHAEL

14555 KESWICK ST
VAN NUYS, CA 91405-1202

2688

90/7162

DATE 6/5/2020

PAY TO THE
ORDER OF

LWDA

\$ 75.00

Twenty-five

44
100

DOLLARS

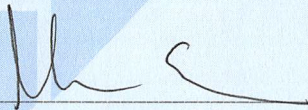


Security Features
Included.
Details on Back.

CHASE 

JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO LWDA-CM-792496-20



MP

EXHIBIT D

Envelope # 5342417

Envelope Information

Envelope Id	Submitted Date	Submitted User Name
5342417	11/20/2020 5:48 PM PST	danielle@elkingamboa.com

Case Information

Location	Category	Case Type
Fresno - Civil	Civil - Unlimited	Other Employment

Filings

Filing Type	Filing Code
EFile	Complaint
Filing Description	
Complaint	
Filing on Behalf of	
Eric Almaraz	
Filing Status	
Submitting	

Lead Document

File Name	Description	Security	Download
20_11_20 Almaraz v. Trust-All et al. Complaint.pdf	Complaint		Original File

Filing Type	Filing Code
EFile	Summons
Filing Description	
Summons	
Filing Status	
Submitting	

Lead Document

Help

File Name	Description	Security	Download
Summons.pdf	Summons		Original File

Filing Type EFile	Filing Code Civil Case Cover Sheet
Filing Description Civil Case Cover Sheet	
Filing on Behalf of Eric Almaraz	
Filing Status Submitting	

Lead Document

File Name	Description	Security	Download
cm010.pdf	Civil Case Cover Sheet		Original File

Fees

Complaint

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Summons

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Civil Case Cover Sheet

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
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Court Case Fee	\$435.00
Payment Service Fee	\$12.06
E-File Fee	\$3.50
Envelope Total: \$450.56	

Transaction Amount	\$450.56		
Transaction Id	8425645		
Filing Attorney	Michael Elkin	Order Id	005342417-0
Transaction Response	Authorized		

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Version: 2020.0.1.9148

EXHIBIT E



1099 East Champlain Dr., Suite A-102, Fresno, CA 93720
(559) 222-2274 FAX (559) 222-2348

TAX ID: 26-3453658

ACCOUNT NO:	INVOICE DATE:	INVOICE NO:
3233721202	December 7, 2020	E319831-01



Bill To: **DANELLE**
ELKIN GAMBOA & ASHKINADZE LLP
14555 KESWICK ST.
VAN NUYS, CA 91405

PROCESS INVOICE

File No:

Case No: 20CECG03430	Servee: STEVEN WARREN BRANT dba TRUST-ALL ROOFIN
Court: FRESNO COUNTY SUPERIOR COURT	Documents: Summons; Complaint; Civil Case Cover Sheet; NOTICE OF HEARING ON CASE MANAGEMENT CONFERENCE;
Plaintiff: ERIC ALMARAZ; et al.	
Defendant: STEVEN WARREN BRANT; et al.	

DESCRIPTION OF SERVICES RENDERED	QUANTITY	UNIT PRICE	AMOUNT
Service Fee			40.00
SUMMARY Servee: STEVEN WARREN BRANT dba TRUST-ALL ROOFING, an individual Address: 5848 E Terrace Ave, # Fresno, CA 93727 Result: Substituted Service Completed on 12/7/2020			
		TOTAL DUE	\$ 40.00

Thank you for choosing Eddings Attorney Support Services, Inc.!
For billing inquiries, please contact our Accounting Department at (559) 222-2274.

ACCOUNT NO:	INVOICE DATE:	INVOICE NO:
3233721202	December 7, 2020	E319831-01

Remit To:

Eddings Attorney Support Services, Inc.
1099 East Champlain Dr., Suite A-102
Fresno, CA 93720

TOTAL DUE:

\$ 40.00

1. PLEASE INCLUDE INVOICE NUMBER ON PAYMENT.
2. MAKE CHECKS PAYABLE TO
Eddings Attorney Support Services, Inc.

ELKIN
GAMBOA, LLP

Danielle Cohen <danielle@elkingamboa.com>

Payment Receipt

1 message

eddingsmail@gmail.com <eddingsmail@gmail.com>
To: danielle@elkingamboa.com, ballison@eddingsattorneyservice.com

Wed, Dec 9, 2020 at 12:05 PM



Wednesday, December 9, 2020
Transaction ID: 88120661

Eddings Attorney Support Services, Inc.
1099 East Champlain Dr., Suite A-102
Fresno CA 93720
(559) 222-2274

Hello,

ELKIN GAMBOA & ASHKINADZE LLP
14555 KESWICK ST.
VAN NUYS CA 91405

You sent a payment of 40.00 to Eddings Attorney Support Services, Inc. with CC 8824 (Account Id 25979730)

It may take a few moments for this transaction to appear in your account.

Thank you for your payment

Invoice Paid	Unit Price	Amount	View Invoice
E319831-01		\$40.00	E319831-01
	Total :	\$40.00	
	Payment :	\$40.00	

EXHIBIT F

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire)

Envelope Information

Envelope Id 5421937	Submitted Date 12/7/2020 12:11 PM PST	Submitted User Name danielle@elkingamboa.com
-------------------------------	---	--

Case Information

Location Fresno - Civil	Category Civil - Unlimited	Case Type Other Employment
Case Initiation Date 11/20/2020	Case # 20CECG03430	
Assigned to Judge McGuire, Rosemary		

Filings

Filing Type EFile	Filing Code Proof of Service
-----------------------------	--

Filing Description
Proof of Service of Summons

Client Reference Number
1

Filing on Behalf of
Eric Almaraz

Filing Status
Submitting

Lead Document

File Name	Description	Security	Download
20_12_7 Proof of Service of Summons.pdf	Proof of Service	Civil Document	Original File

Fees

[Help](#)

Proof of Service

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50
Envelope Total: \$3.60	

Transaction Amount	\$3.60		
Transaction Id	8539138		
Filing Attorney	Michael Elkin	Order Id	005421937-0
Transaction Response	Authorized		

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Version: 2020.0.1.9148

EXHIBIT G



1099 East Champlain Dr., Suite A-102, Fresno, CA 93720
(559) 222-2274 FAX (559) 222-2348

TAX ID: 26-3453658

ACCOUNT NO:	INVOICE DATE:	INVOICE NO:
3233721202	December 14, 2020	E321072-01



Bill To: **DANELLE**
Elkin Gamboa, LLP
14555 KESWICK ST.
VAN NUYS, CA 91405

PROCESS INVOICE

File No:

Case No: 20CECG03430	Servee: JOE BRANT, an individual
Court: FRESNO COUNTY SUPERIOR COURT	Documents: Summons; Complaint; Civil Case Cover Sheet; NOTICE OF HEARING ON CASE MANAGEMENT CONFERENCE;
Plaintiff: ERIC ALMARAZ; et al.	
Defendant: STEVEN WARREN BRANT; et al.	

DESCRIPTION OF SERVICES RENDERED	QUANTITY	UNIT PRICE	AMOUNT
Service Fee			40.00
SUMMARY Servee: JOE BRANT, an individual Address: 5848 E Terrace Ave, # Fresno, CA 93727 Result: Substituted Service Completed on 12/14/2020			
		TOTAL DUE	\$ 40.00

Thank you for choosing Eddings Attorney Support Services, Inc.!
For billing inquiries, please contact our Accounting Department at (559) 222-2274.

ACCOUNT NO:	INVOICE DATE:	INVOICE NO:
3233721202	December 14, 2020	E321072-01

Remit To:

Eddings Attorney Support Services, Inc.
1099 East Champlain Dr., Suite A-102
Fresno, CA 93720

TOTAL DUE:

\$ 40.00

1. PLEASE INCLUDE INVOICE NUMBER ON PAYMENT.
2. MAKE CHECKS PAYABLE TO
Eddings Attorney Support Services, Inc.

EXHIBIT H



1099 East Champlain Dr., Suite A-102, Fresno, CA 93720
(559) 222-2274 FAX (559) 222-2348

TAX ID: 26-3453658

ACCOUNT NO:	INVOICE DATE:	INVOICE NO:
3233721202	December 14, 2020	E321070-01



Bill To: **DANELLE**
Elkin Gamboa, LLP
14555 KESWICK ST.
VAN NUYS, CA 91405

PROCESS INVOICE

File No:

Case No: 20CECG03430	Servee: IRENE BRANT, an individual
Court: FRESNO COUNTY SUPERIOR COURT	Documents: Summons; Complaint; Civil Case Cover Sheet; NOTICE OF HEARING ON CASE MANAGEMENT CONFERENCE;
Plaintiff: ERIC ALMARAZ; et al.	
Defendant: STEVEN WARREN BRANT; et al.	

DESCRIPTION OF SERVICES RENDERED	QUANTITY	UNIT PRICE	AMOUNT
Discounted Service			20.00
SUMMARY Servee: IRENE BRANT, an individual Address: 5848 E Terrace Ave, # Fresno, CA 93727 Result: Substituted Service Completed on 12/14/2020			
		TOTAL DUE	\$ 20.00

Thank you for choosing Eddings Attorney Support Services, Inc.!
For billing inquiries, please contact our Accounting Department at (559) 222-2274.

ACCOUNT NO:	INVOICE DATE:	INVOICE NO:
3233721202	December 14, 2020	E321070-01

Remit To:

Eddings Attorney Support Services, Inc.
1099 East Champlain Dr., Suite A-102
Fresno, CA 93720

TOTAL DUE:

\$ 20.00

1. PLEASE INCLUDE INVOICE NUMBER ON PAYMENT.
2. MAKE CHECKS PAYABLE TO
Eddings Attorney Support Services, Inc.

EXHIBIT I



1099 East Champlain Dr., Suite A-102, Fresno, CA 93720
(559) 222-2274 FAX (559) 222-2348

TAX ID: 26-3453658

ACCOUNT NO:	INVOICE DATE:	INVOICE NO:
3233721202	December 14, 2020	E321071-01



Bill To: **DANELLE**
Elkin Gamboa, LLP
14555 KESWICK ST.
VAN NUYS, CA 91405

PROCESS INVOICE

File No:

Case No: 20CECG03430	Servee: PAUL BRANT, an individual
Court: FRESNO COUNTY SUPERIOR COURT	Documents: Summons; Complaint; Civil Case Cover Sheet; NOTICE OF HEARING ON CASE MANAGEMENT CONFERENCE;
Plaintiff: ERIC ALMARAZ; et al.	
Defendant: STEVEN WARREN BRANT; et al.	

DESCRIPTION OF SERVICES RENDERED	QUANTITY	UNIT PRICE	AMOUNT
Discounted Service			20.00
SUMMARY Servee: PAUL BRANT, an individual Address: 5848 E Terrace Ave, # Fresno, CA 93727 Result: Substituted Service Completed on 12/14/2020			
		TOTAL DUE	\$ 20.00

Thank you for choosing Eddings Attorney Support Services, Inc.!
For billing inquiries, please contact our Accounting Department at (559) 222-2274.

ACCOUNT NO:	INVOICE DATE:	INVOICE NO:
3233721202	December 14, 2020	E321071-01

Remit To:

Eddings Attorney Support Services, Inc.
1099 East Champlain Dr., Suite A-102
Fresno, CA 93720

TOTAL DUE:

\$ 20.00

1. PLEASE INCLUDE INVOICE NUMBER ON PAYMENT.
2. MAKE CHECKS PAYABLE TO
Eddings Attorney Support Services, Inc.

EXHIBIT J

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire, Ro

Envelope Information

Envelope Id

5465269

Submitted Date

12/14/2020 11:05 AM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Filings

Filing Type

EFile

Filing Code

Proof of Service

Filing Description

Proof of Service of Summons

Filing on Behalf of

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
20_12_14 Proof of Sub Service - Joe Brant.pdf	Proof of Service	Civil Document	Original File

Filing Type

EFile

Filing Code

Proof of Service

Filing Status

Submitting

[Help](#)

Lead Document

File Name	Description	Security	Download
20_12_14 Proof of Sub Service -Irene Brant.pdf			Original File

Filing Type
EFile

Filing Code
Proof of Service

Filing on Behalf of
Eric Almaraz

Filing Status
Submitting

Lead Document

File Name	Description	Security	Download
20_12_14 Proof of Sub Service -Paul Brant.pdf	Proof of Service		Original File

Fees

Proof of Service

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Proof of Service

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Proof of Service

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
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Payment Service Fee	\$0.10
E-File Fee	\$3.50
Envelope Total: \$3.60	

Transaction Amount	\$3.60		
Transaction Id	8602722		
Filing Attorney	Michael Elkin	Order Id	005465269-0
Transaction Response	Authorized		

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EXHIBIT K

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire, Ro

Envelope Information

Envelope Id

5659664

Submitted Date

1/18/2021 12:44 PM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Filings

Filing Type

EFile

Filing Code

Request for Entry of Default

Filing on Behalf of

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
Steven Brant DBA Trust-All Entry of Default (Final).pdf	Request for Entry of Default	Civil Document	Original File

Fees

Request for Entry of Default

Description

Filing Fee

Amount

\$0.00

Filing Total: \$0.00[Help](#)

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50
Envelope Total: \$3.60	

Transaction Amount	\$3.60		
Transaction Id	8888254		
Filing Attorney	Michael Elkin	Order Id	005659664-0
Transaction Response	Authorized		

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Version: 2020.0.1.9148

EXHIBIT L

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire, Ro

Envelope Information

Envelope Id

5866800

Submitted Date

2/18/2021 2:36 PM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Filings

Filing Type

EFile

Filing CodeAnswer/Response/Denial/Demurrer - No
Fee**Filing Description**Plaintiff Eric Almaraz's Notice of Demurrer
and Demurrer to the Cross-Complaint of
Steven Brant dba Trust-All Roofing**Filing on Behalf of**

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
21_02_18 Notice of Demurrer and Demurrer to X-Complaint.pdf	Answer/Response/Denial/... - No Fee	Civil Document	Original File

Filing Type

EFile

Filing Code

Memorandum of Points & Authorities

[Help](#)

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
21_02_18 MOPA ISO Demurrer to X-Complaint.pdf			Original File

Filing Type

EFile

Filing Code

Declaration

Filing Description

Declaration of Michael Elkin in Support of Plaintiff's Demurrer to the Cross-Complaint

Filing on Behalf of

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
21_02_18 Elkin Decl. ISO Demurrer to X-Complaint.pdf	Declaration	Civil Document	Original File

Fees**Answer/Response/Denial/Demurrer - No Fee****Description**

Filing Fee

Amount

\$0.00

Filing Total: \$0.00**Memorandum of Points & Authorities****Description**

Filing Fee

Amount

\$0.00

Filing Total: \$0.00**Declaration**

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50
Envelope Total: \$3.60	

Transaction Amount	\$3.60		
Transaction Id	9189396		
Filing Attorney	Michael Elkin	Order Id	005866800-0
Transaction Response	Authorized		

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EXHIBIT M

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire, Ro

Envelope Information

Envelope Id

5866181

Submitted Date

2/18/2021 1:48 PM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Filings

Filing Type

EFile

Filing Code

Notice of Change of Address

Filing Description

Notice of Change of Address

Filing on Behalf of

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
21_02_18 Almaraz Notice of Change of Address.pdf	Notice of Change of Address	Civil Document	Original File

Fees

Notice of Change of Address

Description

Filing Fee

Amount

\$0.00

[Help](#)

Filing Total: \$0.00

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50
Envelope Total: \$3.60	

Transaction Amount	\$3.60		
Transaction Id	9188179		
Filing Attorney	Michael Elkin	Order Id	005866181-0
Transaction Response	Authorized		

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Version: 2020.0.1.9148

EXHIBIT N

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire, Ro

Envelope Information

Envelope Id

5873396

Submitted Date

2/19/2021 11:07 AM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Filings

Filing Type

EFile

Filing Code

Motion

Filing Description

Plaintiff Eric Almaraz's Notice of Demurrer and Demurrer to Cross-Complaint

Comments to Court

No selection option for Demurrer \$60 fee, filed as a Motion instead with same fee

Filing on Behalf of

Eric Almaraz, Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
21_02_18 Notice of Demurrer and Demurrer to X-Complaint.pdf	Answer/Response/Denial/... - First Appearance Fee	Civil Document	Original File

Filing Type**Filing Code**[Help](#)

EFile

Memorandum of Points & Authorities

Filing Description

Eric Almaraz's Memorandum of Points
and Authorities in Support of Demurrer to
Cross-Complaint

Filing on Behalf of

Eric Almaraz, Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
21_02_18 MOPA ISO Demurrer to X-Complaint.pdf	Memorandum of Points & Authorities	Civil Document	Original File

Filing Type

EFile

Filing Code

Declaration

Filing Description

Declaration of Michael Elkin in Support of
Demurrer to Cross-Complaint

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
21_02_18 Elkin Decl. ISO Demurrer to X-Complaint.pdf	Declaration	Civil Document	Original File

Fees**Motion****Description**

Filing Fee

Amount

\$60.00

Filing Total: \$60.00

Memorandum of Points & Authorities

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Declaration

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$60.00
Payment Service Fee	\$1.75
E-File Fee	\$3.50
Envelope Total: \$65.25	

Transaction Amount	\$65.25		
Transaction Id	9198668		
Filing Attorney	Michael Elkin	Order Id	005873396-0
Transaction Response	Authorized		

EXHIBIT O

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire, Ro

Envelope Information

Envelope Id

6008681

Submitted Date

3/10/2021 5:24 PM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Filings

Filing Type

EFile

Filing Code

Case Management Statement

Filing Description

Case Management Statement

Filing on Behalf of

Eric Almaraz, Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
21_03_10 CMC Statement.pdf	Case Management Statement	Civil Document	Original File

Filing Type

EFile

Filing Code

Stipulation

Filing Description

Stipulation Regarding Alternative Dispute Resolution (ADR)

[Help](#)

Filing Status
Submitting

Lead Document

File Name	Description	Security	Download
21_03_10 ADR Stipulation.pdf	Stipulation	Civil Document	Original File

Fees

Case Management Statement

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Stipulation

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50
Envelope Total: \$3.60	

Transaction Amount	\$3.60		
Transaction Id	9398600		
Filing Attorney	Michael Elkin	Order Id	006008681-0
Transaction Response	Authorized		

EXHIBIT P

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire, Ro

Envelope Information

Envelope Id

6429409

Submitted Date

5/12/2021 12:35 PM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Filings

Filing Type

EFile

Filing Code

Notice

Filing Description

Notice of Updated Electronic Service List

Filing on Behalf of

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
21_05_12 Notice of Updated Service List.pdf	Notice	Civil Document	Original File

Fees

Notice**Description**

Filing Fee

Amount

\$0.00

[Help](#)

Filing Total: \$0.00

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50
Envelope Total: \$3.60	

Transaction Amount	\$3.60		
Transaction Id	10022227		
Filing Attorney	Michael Elkin	Order Id	006429409-0
Transaction Response	Authorized		

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Version: 2020.0.1.9148

EXHIBIT Q

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire, Ro

Envelope Information

Envelope Id

6745374

Submitted Date

6/29/2021 11:00 AM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Filings

Filing Type

EFile

Filing Code

Notice

Filing Description

Notice of Unavailability of Counsel

Filing on Behalf of

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
Almaraz Notice of Unavailability.pdf	Notice	Civil Document	Original File

Fees

Notice**Description**

Filing Fee

Amount

\$0.00

Filing Total: \$0.00[Help](#)

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50
Envelope Total: \$3.60	

Transaction Amount	\$3.60		
Transaction Id	10485209		
Filing Attorney	Michael Elkin	Order Id	006745374-0
Transaction Response	Authorized		

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EXHIBIT R

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire, Ro

Envelope Information

Envelope Id

7098801

Submitted Date

8/19/2021 2:29 PM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Filings

Filing Type

EFile

Filing Code

Case Management Statement

Filing on Behalf of

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
21_08_19 CMC Statement.pdf	Case Management Statement	Civil Document	Original File

Fees

Case Management Statement

Description

Filing Fee

Amount

\$0.00

Filing Total: \$0.00[Help](#)

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50
Envelope Total: \$3.60	

Transaction Amount	\$3.60		
Transaction Id	10999039		
Filing Attorney	Michael Elkin	Order Id	007098801-0
Transaction Response	Authorized		

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EXHIBIT S

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire, Ro

Envelope Information

Envelope Id

7321325

Submitted Date

9/22/2021 4:51 PM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Filings

Filing Type

EFile

Filing Code

Reply

Filing Description

PLAINTIFF/CROSS-DEFENDANT ERIC
ALMARAZ'S REPLY IN SUPPORT OF
THE DEMURRER TO THE CROSS-
COMPLAINT OF STEVEN BRANT DBA
TRUST-ALL ROOFING

Filing on Behalf of

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
21_09_22 Reply ISO Demurrer XComplaint.pdf	Reply	Civil Document	Original File

Filing Type

EFile

Filing Code

Objection

[Help](#)

Filing Description

PLAINTIFF/CROSS-DEFENDANT ERIC
ALMARAZ'S OBJECTION TO THE
IMPROPER SERVICE OF CROSS-
COMPLAINANT STEVEN BRANDT, dba
TRUST-ALL ROOFING'S OPPOSITION
TO CROSS-DEFENDANT ERIC
ALMARAZ'S DEMURRER

Filing on Behalf of

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
21_09_22 Objection.pdf	Objection	Civil Document	Original File

Fees

Reply

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Objection

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50
Envelope Total: \$3.60	

Transaction Amount	\$3.60		
Transaction Id	11326991		
Filing Attorney	Michael Elkin	Order Id	007321325-0
Transaction Response	Authorized		

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Version: 2021.0.1.9538

EXHIBIT T



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10/19/2021 03:11 PM

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COURTCALL ID: 11348503
CASE NUMBER/NAME: 20CECG03430 / Eric Almaraz vs. Steven Brant
CUSTOMER REF. NUMBER:
PROCEEDING: Demurrer
DATE OF HEARING: Wednesday, December 22nd, 2021 at 3:20 PM PT
FIRM NAME: Elkin Gamboa LLP
ATTORNEY/PARTY APPEARING: Jessica R. Gamboa
TELEPHONE: (323) 372-1202
FAX/EMAIL: (323) 372-1216
BASIC FEE/LATE FEE: \$94.00
AMOUNT PAID: \$94.00
PAYMENT NOW DUE: \$0.00

Payment Details

Method	Type	Amount	Reference	Date/Time
Credit	Charge	\$94.00	Visa ending in	9/24/2021 12:31:43PM

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COURTCALL ID: 11348503
CASE NAME/NUMBER: 20CECG03430 / Eric Almaraz vs. Steven Brant
CUSTOMER REF. NUMBER:
PROCEEDING: Demurrer
DATE OF HEARING: Wednesday, December 22nd, 2021 at 3:20 PM PT
FIRM NAME: Elkin Gamboa LLP
ATTORNEY/PARTY APPEARING: Jessica R. Gamboa
TELEPHONE: (323) 372-1202

EXHIBIT U

Case # 21CEPR00737 - Steven Warren Brant (Estate) (Arax, Brian M

Envelope Information

Envelope Id

7588378

Submitted Date

11/2/2021 4:00 PM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Probate

Category

Probate or Mental Health

Case Type

Decedent's Estate

Case Initiation Date

7/1/2021

Case #

21CEPR00737

Assigned to Judge

Arax, Brian M

Filings

Filing Type

EFile

Filing Code

Creditor's Claim (DE-172 Form)

Filing Description

Creditor's Claim

Filing on Behalf of

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
21_11_02 Creditor's Claim.pdf	Creditor's Claim (DE-172 Form)	Probate Document	Original File

Fees

Creditor's Claim (DE-172 Form)

Description

Filing Fee

Amount

\$0.00

[Help](#)

Filing Total: \$0.00

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50

Envelope Total: \$3.60

Transaction Amount	\$3.60		
Transaction Id	11717947		
Filing Attorney	Michael Elkin	Order Id	007588378-0
Transaction Response	Authorized		

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[Help](#)

EXHIBIT V

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire, Ro

Envelope Information

Envelope Id

7597729

Submitted Date

11/3/2021 3:49 PM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Filings

Filing Type

EFile

Filing Code

Case Management Statement

Filing Description

Case Management Statement

Filing on Behalf of

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
21_11_03 Almaraz CMC Statement.pdf	Case Management Statement	Civil Document	Original File

Fees

Case Management Statement

Description

Filing Fee

Amount

\$0.00

[Help](#)

Filing Total: \$0.00

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50

Envelope Total: \$3.60

Transaction Amount	\$3.60		
Transaction Id	11732349		
Filing Attorney	Michael Elkin	Order Id	007597729-0
Transaction Response	Authorized		

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11/19/2021 08:17 AM

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COURTCALL ID: 11386587
CASE NUMBER/NAME: 20CECG03430 / Eric Almaraz vs. Steven Brant
CUSTOMER REF. NUMBER:
PROCEEDING: Case Management Conference
DATE OF HEARING: Thursday, November 18th, 2021 at 3:30 PM PT
FIRM NAME: Elkin Gamboa LLP
ATTORNEY/PARTY APPEARING: Michael Elkin
TELEPHONE: (323) 372-1202
FAX/EMAIL: (323) 372-1216
BASIC FEE/LATE FEE: \$94.00
AMOUNT PAID: \$94.00
PAYMENT NOW DUE: \$0.00

Payment Details

Method	Type	Amount	Reference	Date/Time
Credit	Charge	\$94.00	Visa ending in	11/19/2021 8:16:31AM

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COURTCALL ID: 11386587
CASE NAME/NUMBER: 20CECG03430 / Eric Almaraz vs. Steven Brant
CUSTOMER REF. NUMBER:
PROCEEDING: Case Management Conference
DATE OF HEARING: Thursday, November 18th, 2021 at 3:30 PM PT
FIRM NAME: Elkin Gamboa LLP
ATTORNEY/PARTY APPEARING: Michael Elkin
TELEPHONE: (323) 372-1202

EXHIBIT X

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire, Ro

Envelope Information

Envelope Id

8143057

Submitted Date

1/26/2022 11:54 AM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Filings

Filing Type

EFile

Filing Code

Case Management Statement

Filing Description

Case Management Statement

Filing on Behalf of

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
22_01_26 Almaraz CMC Statement.pdf	Case Management Statement	Civil Document	Original File

Fees

Case Management Statement

Description

Filing Fee

Amount

\$0.00

[Help](#)

Filing Total: \$0.00

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50

Envelope Total: \$3.60

Transaction Amount	\$3.60		
Transaction Id	12560923		
Filing Attorney	Michael Elkin	Order Id	008143057-0
Transaction Response	Authorized		

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[Help](#)

EXHIBIT Y

Summary - Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (M

Review and submit your envelope

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Party Information

Party Type	Party Name	Lead Attorney
Plaintiff	Eric Almaraz	Michael Elkin
Defendant	Steven Warren Brant	Thomas Campagne
Defendant	Irene Brant	Thomas Campagne
Defendant	Paul Brant	Thomas Campagne
Defendant	Joe Brant	Thomas Campagne
Plaintiff in 1st cross complaint	Steven Brant	Thomas Campagne
Plaintiff in 2nd cross complaint	Steven Brant	Thomas Campagne
Defendant in 1st cross complaint	Eric Almaraz	Michael Elkin
Defendant in 1st cross complaint	Xavier Becerra	Aaron Jones
Defendant in 1st cross complaint	Lilia Garcia Brower	Aaron Jones

1

2

10 items per page

1 - 10 of 13 items

Filings

[Help](#)

Filing Code	Client Ref #	Filing Description
Proof of Service		AMENDED PROOF OF SERVICE RE: ...

Fees

▼ Proof of Service

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50
Envelope Total: \$3.60	

Party Responsible for Fees	Eric Almaraz
Payment Account	8824
Filing Attorney	Michael Elkin

EXHIBIT Z

Summary - Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (M

Review and submit your envelope

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Party Information

Party Type	Party Name	Lead Attorney
Plaintiff	Eric Almaraz	Michael Elkin
Defendant	Steven Warren Brant	Thomas Campagne
Defendant	Irene Brant	Thomas Campagne
Defendant	Paul Brant	Thomas Campagne
Defendant	Joe Brant	Thomas Campagne
Plaintiff in 1st cross complaint	Steven Brant	Thomas Campagne
Plaintiff in 2nd cross complaint	Steven Brant	Thomas Campagne
Defendant in 1st cross complaint	Eric Almaraz	Michael Elkin
Defendant in 1st cross complaint	Xavier Becerra	Aaron Jones
Defendant in 1st cross complaint	Lilia Garcia Brower	Aaron Jones

1 2

10 items per page

1 - 10 of 13 items

Filings

[Help](#)

Filing Code	Client Ref #	Filing Description
Motion		PLAINTIFF'S MOTION FOR ORDER S...

Fees

▼ Motion

Description	Amount
Filing Fee	\$60.00
Filing Total: \$60.00	

Total Filing Fee	\$60.00
Payment Service Fee	\$1.75
E-File Fee	\$3.50
Envelope Total: \$65.25	

Party Responsible for Fees	Eric Almaraz
Payment Account	8824
Filing Attorney	Michael Elkin

EXHIBIT AA



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02/10/2022 08:32 AM

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COURTCALL ID: 11439183
CASE NUMBER/NAME: 20CECG03430 / Eric Almaraz vs. Steven Brant
CUSTOMER REF. NUMBER:
PROCEEDING: Case Management Conference
DATE OF HEARING: Wednesday, February 9th, 2022 at 3:30 PM PT
FIRM NAME: Elkin Gamboa LLP
ATTORNEY/PARTY APPEARING: Michael Elkin
TELEPHONE: (323) 372-1202
FAX/EMAIL: (323) 372-1216
BASIC FEE/LATE FEE: \$94.00
AMOUNT PAID: \$94.00
PAYMENT NOW DUE: \$0.00

Payment Details

Method	Type	Amount	Reference	Date/Time
Credit	Charge	\$94.00	Visa ending in	2/10/2022 8:31:44AM

If the 'Payment Now Due' indicated above is zero, no payment is due and this receipt is for your records only; otherwise, the amount indicated is now due.

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COURTCALL ID: 11439183
CASE NAME/NUMBER: 20CECG03430 / Eric Almaraz vs. Steven Brant
CUSTOMER REF. NUMBER:
PROCEEDING: Case Management Conference
DATE OF HEARING: Wednesday, February 9th, 2022 at 3:30 PM PT
FIRM NAME: Elkin Gamboa LLP
ATTORNEY/PARTY APPEARING: Michael Elkin
TELEPHONE: (323) 372-1202

EXHIBIT BB



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02/28/2022 02:08 PM

All amounts below are in **U.S. Dollars**

COURTCALL ID: 11463679
CASE NUMBER/NAME: 20CECG03430 / Eric Almaraz vs. Steven Brant
CUSTOMER REF. NUMBER:
PROCEEDING: Status Conference
DATE OF HEARING: Tuesday, March 29th, 2022 at 3:20 PM PT
FIRM NAME: Elkin Gamboa LLP
ATTORNEY/PARTY APPEARING: Michael Elkin
TELEPHONE: (323) 372-1202
FAX/EMAIL: (323) 372-1216
BASIC FEE/LATE FEE: \$94.00
AMOUNT PAID: \$94.00
PAYMENT NOW DUE: \$0.00

Payment Details

Method	Type	Amount	Reference	Date/Time
Credit	Charge	\$94.00	Visa ending in	2/28/2022 2:07:34PM

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COURTCALL ID: 11463679
CASE NAME/NUMBER: 20CECG03430 / Eric Almaraz vs. Steven Brant
CUSTOMER REF. NUMBER:
PROCEEDING: Status Conference
DATE OF HEARING: Tuesday, March 29th, 2022 at 3:20 PM PT
FIRM NAME: Elkin Gamboa LLP
ATTORNEY/PARTY APPEARING: Michael Elkin
TELEPHONE: (323) 372-1202

EXHIBIT CC

Justice Stephen J. Kane (Ret.)

Mediator • Arbitrator • Referee



INVOICE

March 8, 2022

Case Name: Elkin v Brant

Hearing Date: April 28, 2022

Bill to: Michael Elkin
Elkin Gamboa
michael@elkingamboa.com

<u>SERVICES</u>	<u>DATE</u>	<u>HOURS</u>	<u>RATE/HR.</u>	<u>AMOUNT</u>
Half Day Mediation	4/28/2022			\$3,000.00
<i>Subtotal</i> →				\$3,000.00

Total Due \$3,000.00

Each side to pay (33.33%) of Total \$1,000.00

THIS AMOUNT IS DUE APRIL 14, 2022 \$1,000.00

Please remit payment to:

**Justice Stephen J. Kane (Ret.)
PO Box 3948
Clovis, CA 93613**

Tax ID# 82-0993221

Thank you.

ELKIN GAMBOA, LLP

14555 KESWICK ST

VAN NUYS, CA 91405-1202

7316

90/7162

DATE 3/9/22

PAY TO THE
ORDER OF

Justice Stephen J. Kane

\$ 1,000.00

One Thousand

~~100~~

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www.Chase.com

Elkin Gamboa

MEMO

Almaraz v. Brant ^{Payment} Plaintiff

Mu E

MP

EXHIBIT DD

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire, Ro

Envelope Information

Envelope Id

9432011

Submitted Date

7/12/2022 12:37 PM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Filings

Filing Type

EFile

Filing Code

Stipulation and Order

Filing Description

STIPULATION AND ORDER RE
SUBSTITUTION OF PERSONAL
REPRESENTATIVE FOR DECEASED
DEFENDANT STEVEN WARREN
BRANT

Filing on Behalf of

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
22_07_12 Stipulation and Order re Sub of Personal Rep for Deceased Def.pdf	Stipulation and Order	Civil Document	Original File

Fees

[Help](#)

Stipulation and Order

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50
Envelope Total: \$3.60	

Transaction Amount	\$3.60		
Transaction Id	14494619		
Filing Attorney	Michael Elkin	Order Id	009432011-0
Transaction Response	Authorized		

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Help

EXHIBIT EE

Case # 20CECG03430 - Eric Almaraz vs. Steven Brant (McGuire, Ro

Envelope Information

Envelope Id

9550685

Submitted Date

7/26/2022 3:05 PM PST

Submitted User Name

danielle@elkingamboa.com

Case Information

Location

Fresno - Civil

Category

Civil - Unlimited

Case Type

Other Employment

Case Initiation Date

11/20/2020

Case #

20CECG03430

Assigned to Judge

McGuire, Rosemary

Filings

Filing Type

EFile

Filing Code

Case Management Statement

Filing Description

Case Management Statement

Filing on Behalf of

Eric Almaraz

Filing Status

Submitting

Lead Document

File Name	Description	Security	Download
22_07_26 CMC Statement.pdf	Case Management Statement	Civil Document	Original File

Fees

Case Management Statement

Description

Filing Fee

Amount

\$0.00

[Help](#)

Filing Total: \$0.00

Total Filing Fee	\$0.00
Payment Service Fee	\$0.10
E-File Fee	\$3.50

Envelope Total: \$3.60

Transaction Amount	\$3.60		
Transaction Id	14676769		
Filing Attorney	Michael Elkin	Order Id	009550685-0
Transaction Response	Authorized		

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08/03/2022 11:05 AM

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COURTCALL ID: 11568001
CASE NUMBER/NAME: 20CECG03430 / Eric Almaraz vs. Steven Brant
CUSTOMER REF. NUMBER:
PROCEEDING: Case Management Conference
DATE OF HEARING: Wednesday, August 10th, 2022 at 3:20 PM PT
FIRM NAME: Elkin Gamboa LLP
ATTORNEY/PARTY APPEARING: Michael Elkin
TELEPHONE: (323) 372-1202
FAX/EMAIL: (323) 372-1216
BASIC FEE/LATE FEE: \$94.00
AMOUNT PAID: \$94.00
PAYMENT NOW DUE: \$0.00

Payment Details

Method	Type	Amount	Reference	Date/Time
Credit	Charge	\$94.00	Visa ending in	8/3/2022 11:04:21AM

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COURTCALL ID: 11568001
CASE NAME/NUMBER: 20CECG03430 / Eric Almaraz vs. Steven Brant
CUSTOMER REF. NUMBER:
PROCEEDING: Case Management Conference
DATE OF HEARING: Wednesday, August 10th, 2022 at 3:20 PM PT
FIRM NAME: Elkin Gamboa LLP
ATTORNEY/PARTY APPEARING: Michael Elkin
TELEPHONE: (323) 372-1202

PROOF OF SERVICE
(C.C.P. §§ 1013a and 2015.5)

I, DANIELLE COHEN, declare as follows:

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action. My business address is 4119 W. Burbank Blvd, Suite 110, Burbank, CA 91505. My email address is danielle@elkingamboa.com.

On May 17, 2023, I caused to be served the foregoing document described as **NOTICE OF MOTION AND JOINT MOTION FOR ORDER APPROVING PAGA SETTLEMENT AND DISMISSING PLAINTIFF'S PAGA CLAIM AGAINST DEFENDANTS STEVEN WARREN BRANT dba TRUST-ALL ROOFING, IRENE BRANT, PAUL BRANT, AND JOE BRANT; DECLARATION OF MICHAEL ELKIN IN SUPPORT THEREOF** on the interested parties in this action as follows:

Thomas E. Campagne, Esq. Justin T. Campagne, Esq. Campagne & Campagne 1685 North Helm Ave. Fresno, CA 93727	Attorneys for Defendant and Cross-Complainant Irene Brant as the personal Representative of the estate of Steven Warren Brant (formerly Steven Brant dba Trust-All Roofing) Tel: (559) 255-1637 Email: tcampagne@campagnelaw.com caitlin@campagnelaw.com
Ian B. Wieland, Esq. Charles Hamamjian, Esq. Sagaser, Watkins & Wieland, PC 5260 North Palm Ave., Ste. 400 Fresno, CA 93704	Attorneys for Cross-Defendants Chris Reta and Monica Reta Tel: (559) 255-1637 Email: ian@sw2law.com charles@sw2law.com
Aaron Jones, Esq. Deputy Attorney General California Department of Justice 455 Golden Gate Ave., Ste. 11000 San Francisco, CA 94102	Attorneys for Cross-Defendants Julia A. Su, Xavier Becerra, and Lilia Garcia Brower Tel: (415) 510-3805 Email: aaron.jones@doj.ca.gov

☒ BY EMAIL: By electronically serving the document(s) to the electronic mail addresses set forth above on this date, pursuant to Code of Civil Procedure section 1010.6(a)(2), (4), and (5).

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

Executed on May 17, 2023, at Burbank, California.


DANIELLE COHEN