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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

EDUARDO GONZALEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

GUARDIAN INDUSTRIES, LLC, a Delaware
Limited Liability Corporation; and DOES 1
through 100,

Defendants.

Case No. 19CECG02134

*[Assigned for all purposes to the Hon. Jon
M. Skiles, Dept. 502]*

**DECLARATION OF FLETCHER W.
SCHMIDT IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 26, 2023
Time: 3:30 p.m.
Dept: 502

Action Filed: June 20, 2019
Trial Date: None Set

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I, Fletcher W. Schmidt, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff
to Gonzalez (“Plaintiff”) in the above-captioned matter. I am a member in good standing
bar of the State of California and am admitted to practice in this Court. I have personal
knowledge of the facts stated in this declaration and could testify competently to them if called
to do so.

2. I am a 2012 graduate of Loyola Law School, Los Angeles, where I graduated *cum* and was awarded membership in the Order of the Coif. From August 2013 to March 2016, ed as an associate attorney at Boren, Osher & Luftman LLP. Since March 2016 I have at my current firm, Haines Law Group, APC, where, in 2018, I became a Partner.

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

4. The following is a non-exhaustive list of class action and PAGA settlements in which Plaintiff has been named as Class Counsel, and which have been granted final approval: *Julio v. [redacted] Inc.*, Case No. CV14-03172 AB (SHx), United States District Court, Central District of California, Honorable Judge Andre Birotte, Jr. presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Litt v. Western Stone & Metal Corp.*, Case No. 3:14-cv-00123-PJH, United States District Court, Northern District of California, Honorable Judge Phyllis K. Hamilton presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Alava v. United Towing and Transport Burbank, et al.*, Case No. BC518468, California Superior Court, County of Los Angeles, Honorable Judge Kenneth Freeman presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015); *Rivera Regalado v. Jaguar Labor Contracting*, Case No. CV 130569, California Superior Court, County of San Luis Obispo, Honorable Martin J. Tangeman presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015).

performed in 2014 and 2015); *Sanchez v. Res-Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Honorable John S. Wiley presiding (approving an hourly rate of \$350 for work performed in 2013, 2014 and 2015); *Rodas v. Gateways Hospital and Mental Health Center*, Case No. BC503179, California Superior Court, County of Los Angeles, Honorable Judge Amy D. Hogue presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex), United States District Court, Central District of California, Honorable Judge John F. Walter presiding (approving an hourly rate of \$350 for work performed in 2014 and 2015); *Shaw v. Conant Auto Retail, San Diego*, Case No. 37-2014-00044052-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Joan M. Lewis presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016); *Tirado v. Ricon Corp.*, Case No BC537042, California Superior Court, County of Los Angeles, Honorable Judge John Shepard Wiley, Jr. presiding (approving an hourly rate of \$375 for work performed in 2014, 2015, and 2016); *Tesla Motors Wage and Hour Litigation*, JCCP 4792, California Superior Court, County of Santa Clara, Honorable Peter H. Kirwan presiding (approving an hourly rate of \$375 for work performed in 2013, 2014, 2015, and 2016); *Lopez v. RM HQ LLC, et al.*, Case No. BC525592, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding (approving an hourly rate of \$375 for work performed in 2013, 2014, 2015, and 2016); *Horta v. Searles Valley Minerals, Inc.*, Case No. CIVDS 1507615, California Superior Court, County of San Bernardino, Honorable Donald Alvarez presiding (approving an hourly rate of \$375 for work performed in 2015 and 2016); *Mansilla v. Haeco Americas Line Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles, Honorable Judge Elihu M. Berle presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017); *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC, et al.*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge Thierry Patrick Colaw presiding (approved at an hourly rate of \$425 for work performed in 2016 and 2017); *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, Superior Court of California, County of Los Angeles, Honorable Judge Kenneth R. Freeman presiding (approved at an hourly rate of \$425 for

work performed in 2016 and 2017); *Berkel v. Pride Bakeries, LLC*, Case No. 30-2017-00923148-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Judge William Claster presiding (approved at an hourly rate of \$425 for work performed in 2017 and 2018); *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018); *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding (approving an hourly rate of \$425 for work performed in 2016, 2017 and 2018); *Sandra Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding (approving an hourly rate of \$425 for work performed in 2016, 2017, and 2018); *Tina Arellano v. Williams Sonoma Stores, Inc.*, Case No. BC693760, Los Angeles County Superior Court, Honorable Daniel J. Buckley, presiding; *William Cuellar v. UMA Enterprises, Inc.*, Case No. BC657146, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$475 for work performed in 2017, 2018 and 2019); *Maria C. Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$475 for work performed in 2018 and 2019); *Arturo Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$595 for work performed in 2018, 2019 and 2020); *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$595 for work performed in 2017-2020); *Michael Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019 and 2020); *Francisco Garcia v. Searing Industries, Inc.*, Case No. CIVDS1932477, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019 and 2020); *Ahmad Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County

1 Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$595 for work
2 performed in 2019-2021); *David Hasler, et al. v. Anheuser-Busch, LLC*, Case No. 19STCV00802,
3 Los Angeles County Superior Court, Honorable Daniel J. Buckley, presiding; and *Angel Ochoa*
4 *v. Fonseca Construction, Inc.*, Case No. CIVDS1928625, San Bernardino County Superior Court,
5 Honorable David Cohn, presiding (approving an hourly rate of \$595 for work performed in 2019
6 to 2021); *William Chang v. Avcorp Composite Fabrication, Inc.*, Case No. BC715159, Los
7 Angeles County Superior Court, Honorable Amy D. Hogue, presiding (approving an hourly rate
8 of \$595 for work performed in 2018 to 2021); *David Alvarado, et al. v. J.G. Boswell Company*,
9 Case No. 19STCV19033, Los Angeles County Superior Court, Honorable Daniel J. Buckley,
10 presiding (approving an hourly rate of \$595 for work performed in 2019 to 2021); *Gaudencio*
11 *Arroyo Reynoso, et al. v. Cream of the Crop Ag Service, Inc.*, Case No. VCU278847, Tulare
12 County Superior Court, Honorable Bret D. Hillman, presiding (approving an hourly rate of \$595
13 for work performed in 2019 to 2022); *Alejandra Parra v. Sixty Collective, LLC*, Case No.
14 19STCV01016, Los Angeles County Superior Court, Honorable Carolyn B. Kuhl, presiding
15 (approving an hourly rate of \$625 for work performed in 2019-2022); *Veronica Gonzalez v.*
16 *Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange
17 County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of
18 \$625 for work performed in 2020-2021); *David Montalvo v. Warehouse Services No. 4 LLC*, Case
19 No. CIVDS1931568, San Bernardino County Superior Court, Honorable David Cohn, presiding
20 (approving an hourly rate of \$625 for work performed in 2019-2022); *Steve Qawas v. Socal*
21 *Framing, Inc.*, Case No RIC1902588, Riverside County Superior Court, Honorable Sunshin S.
22 Sykes, presiding (approving an hourly rate of \$650 for work performed in 2019-2022); *Jessica*
23 *Burrola v. Trademark Cosmetics, Inc.*, Case No. RIC2002311, Riverside County Superior Court,
24 Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$650 for work performed in
25 2020-2022); *Elmy Calderon v. Personnel Staffing Group, LLC*, Case No. VCU278910, Tulare
26 County Superior Court, Honorable David C. Mathias, presiding (approving an hourly rate of \$650
27 for work performed in 2019-2022); and *Santos Orellana v. Smarte Carte, Inc.*, Case No.

20STCV08890, Los Angeles County Superior Court, Honorable Yvette M. Palazuelos, presiding (approving an hourly rate of \$650 for work performed in 2020-2022).

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

1 CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a
2 wage statement class); and *Danica N. Keich, et al. v. U.S. Healthworks, Inc., et al.*, Case No. 37-
3 2017-00015343-CU-OE-CTL, San Diego County Superior Court, Honorable Eddie C. Sturgeon,
4 presiding (certifying classes for rest period violations, meal period violations, on-call pay
5 violations, wage statement violations, and waiting time violations).

6 6. In each year from 2018 through 2022, Thomson Reuters and Los Angeles
7 Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising
8 Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent
9 (2.5%) of attorneys under the age of forty in Southern California each year.

10 7. As counsel for Plaintiff, I have been intimately involved in all aspects of this
11 litigation from its inception and believe that the proposed Settlement is a fair and reasonable result
12 for the Class Members.

13 8. Defendant Guardian Industries, LLC (“Defendant”) manufactures float glass,
14 fabricated glass products, fiberglass insulation and building materials for commercial, residential,
15 and automotive applications. Plaintiff, like all other Settlement Class members, was an employee
16 of Guardian and worked in California during the Class Period.

17 9. On June 20, 2019, Plaintiff filed the initial complaint as a class action in Fresno
18 Superior Court.

19 10. Plaintiff’s complaint alleges that Defendant: (1) failed to pay all minimum wages
20 owed; (2) failed to pay all overtime wages; (3) failed to provide all lawful meal periods; (4) failed
21 to comply with California’s Unfair Competition Laws; (5) failed to pay all wages due at separation
22 of employment; and (6) for civil penalties under the PAGA.

23 11. After engaging in extensive informal discovery, the Parties agreed to attend
24 mediation with Francis “Tripper” Ortman Esq. on April 27, 2020. For purposes of mediation,
25 Plaintiff evaluated Guardian’s waiting time penalty and PAGA civil penalty exposure so that
26 Plaintiff would be prepared to discuss the value of those claims at mediation. At mediation, the
27 Parties vigorously debated their legal positions, the legal bases for their claims and defenses
28 and, with the help of Mr. Ortman, were able to reach a class wide settlement of all claims. On

July 9, 2020, Plaintiff submitted a letter to the LWDA identifying the alleged Labor Code violations at issue in this case. On September 14, 2020, after receiving no response from the LWDA, Plaintiff filed the operative First Amended Complaint adding representative class and representative claims for Defendant's alleged failure to pay all final wages upon separation of employment and for violations of the PAGA. Over the following months, the Parties memorialized this resolution in the long form Stipulation of Settlement which was preliminarily approved by this Court on October 25, 2022.

12. On March 1, 2021, Plaintiff presented the proposed Settlement to the Court with his Motion for Preliminary Approval. At the April 29, 2021 hearing, the Court requested additional information and clarification on certain issues. Subsequently, Plaintiff addressed these issues and re-filed his Motion for Preliminary Approval on October 25, 2021. At the January 13, 2022 hearing, the court raised a few additional issues with Plaintiff's Motion for Preliminary Approval. After addressing the Court's remaining points, Plaintiff re-filed his Motion for Preliminary Approval on September 9, 2022. On October 25, 2022 this Court granted preliminary approval of the Settlement; Exhibit 1 (Preliminary Approval Order) A true and correct copy of this Court's Order Granting Preliminary Approval is attached hereto as **Exhibit 1**.

13. September 9, 2022, Plaintiff submitted the Settlement Agreement and moving papers to the LWDA in connection with the filing of his Motion for Preliminary Approval. Plaintiff also provided the LWDA with notice of the continued preliminary approval hearing, supplemental briefing in support of preliminary approval, this Court's orders on Preliminary Approval, and the Proposed Order Granting Preliminary Approval. True and correct copies of the LWDA's submission confirmation are attached hereto as **Exhibits 5**.

14. Prior to mediation, the Parties engaged in a significant amount of informal discovery. Specifically, Defendant provided Plaintiff with timekeeping and payroll records for approximately 10% of the non-exempt employees who worked during the Class Period as outlined in the Declaration of Lily Yang. A true and correct copy of the Declaration of Lily Yang is attached hereto as **Exhibit 6**. Defendant also produced, relevant policies for timekeeping, meal periods, and required personal protective equipment ("PPE") as well as a summary of relevant

1 information necessary for a classwide damages analysis.. Plaintiff, with the help of his retained
2 expert who holds a Ph.D. in labor economics, conducted an analysis of this data and created a
3 comprehensive damages model to calculate the likely exposure that Defendant faced on each
4 claim. A true and correct copy of the Declaration of J. Michael DuMond is attached hereto as
5 **Exhibit 10.**

6 15. The Settlement requires Defendant to pay \$500,000.00 (“Maximum Settlement
7 Amount” or “MSA”), plus employer-side taxes, which will be paid by Defendant separately and
8 in addition to the MSA. Subject to this Court’s approval, the following deductions will be made
9 from the Maximum Settlement Amount: (i) all Individual Settlement Payments to Settlement
10 Class members; (ii) a Class Representative Enhancement Payment of \$5,000.00 to Plaintiff;
11 (iii) my firm’s fee award of \$166,666.67 (one-third of the MSA), and \$42,614.62 for my firm’s
12 litigation expenses; (iv) a payment of \$22,500.00 to the LWDA for its 75% share of the
13 \$30,000.00 designated as PAGA civil penalties; and (vi) a payment to the Settlement
14 Administrator of \$10,000.00 for its fees and expenses incurred in administering the Settlement.
15 Plaintiff’s efforts resulted in an excellent result for Settlement Class members, who will receive
16 average payments of over \$756.06 as a direct result of this litigation, which as discussed *supra*,
17 far exceeds average payments obtained in many other wage and hour class action settlements. A
18 true and correct copy of my firm’s cost records are attached hereto as **Exhibit 2.**

19 16. As explained in detail in the Motion for Preliminary Approval, several risks
20 attended Plaintiff’s claims. At the time of the Parties’ proposed Settlement, Plaintiff had not yet
21 filed his Motion for Class Certification. Given Guardian’s numerous arguments that
22 individualized issues would predominate Plaintiff’s claims, thereby precluding class certification,
23 there was a legitimate risk that there would not be a certified class at the time of trial.

24 17. Guardian contends that it has paid all wages owed to employees, including
25 overtime wages, and that it strictly forbids off-the-clock work. A true and correct copy of
26 Guardian’s Timekeeping policy is attached here to as **Exhibit 7.** Guardian argues that its quarter-
27 hour rounding system used through May 2018 was neutral and not operated in a way to deprive
28 employees of time worked. As of June 3, 2018, Guardian stopped rounding time and changed its

time keeping system to reflect the time clocked in/out at the nearest minute. A true and correct exemplar of timekeeping records reflecting the end of the rounding practice is attached hereto as **Exhibit 8**. Guardian further contends that employees are expected to clock in for their shift before donning any substantive personal protective equipment necessary to perform their work. Additionally, Guardian contends that many employees arrive in boots and high visibility shirts or sweatshirts as part of their everyday clothing as a result of Guardian’s policy requiring those items in order to enter the plant. Guardian provides three time punch machines immediately upon entry to the plant to enable employees to clock in prior to performing any work, and provides a locker room located next to the time clocks immediately upon entry for the employees’ use. At the end of each shift, employees remove any PPE before clocking out to head home. Guardian argues that class certification will be unlikely due to the number of individualized inquiries that will be necessary to determine liability for each class member, including the circumstances of each class member’s employment, the timekeeping practices/schedule in that employee’s department and the employees work and clocking patterns.

18. Guardian contends that it has always provided employees with legally-compliant meal periods and that any meal periods that did not meet that standard were solely the result of employee choice (not Guardian’s policy/practice). A true and correct copy of Guardian’s meal period policy is attached hereto as **Exhibit 9**. Guardian produced evidence showing that all members of the Settlement Class, *including Plaintiff*, signed written waivers to waive their meal period when legally-allowed to do so (*e.g.* shift in excess of 5.0 hours but less than 6.0 hours total or a shift in excess of 10.0 hours but less than 12.0 hours total). Because the vast majority of shifts were longer than 10.0 hours but less than 12.0 hours, these written meal period waivers dramatically reduced Guardian’s potential exposure for meal period violations. Guardian further argues that under *Brinker* it is only required to “provide” the opportunity to take meal periods, not “ensure” meal periods are taken – which Guardian contends it has always done. *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1038 (rejecting “ensure” standard). To the to the extent putative class members did not take a compliant meal period, Guardian paid meal period premiums for non-compliant meal periods throughout the relevant time period. In

fact, Guardian contends that after accounting for valid written meal period waivers and payment of meal period premiums, only 8.4% of all shifts reflected a non-compliant meal period with no premium paid. Plaintiff recognizes that Guardian does not even face certain liability on these 8.4% of shifts, as Guardian could still escape liability by showing that in certain instances the employee simply voluntarily skipped the meal, which is an issue that itself could defeat class certification and deny Plaintiff any class-wide recovery on the claim.

19. Guardian contends that it possesses strong, good faith defense to Plaintiff's underlying claims, precluding recovery of waiting time penalties (which are only available for the "willful" failure to pay wages). Guardian maintains that not all former employees (if any) experienced an underpayment of wages, thus Plaintiff's exposure analysis is overstated. Since Plaintiff's PAGA claim is derivative of the underlying wage claims, Guardian asserts that the PAGA claim will fail with those claims..

20. In light of Defendant's numerous defenses, the Settlement represents a fair and reasonable resolution given the substantial risks involved. Although Plaintiff believes his claims have merit, Plaintiff appreciates the risk that Defendant could prevail on one or more of its arguments, and significantly limit the scope and potential recovery to the Settlement Class. Plaintiff also recognizes the inherent risks posed by continued litigation – including unfavorable decisions on summary judgment, unfavorable verdicts and/or damages awards, judicial discretion in reducing PAGA penalties, and appeals that could take years to resolve – and the comparative value of Settlement Class members receiving settlement funds immediately.

21. My firm's fee request of \$166,666.67 (one-third of the Maximum Settlement Amount) is fair and reasonable based on a percentage of the recovery and is consistent with my firm's experience in similar wage-and-hour class action matters. My firm has a lodestar of approximately \$154,187.50, which results in a modest 1.08 multiplier compared to the \$166,666.67 fee request. A true and correct copy of my firm's billing summary, grouping tasks completed as well as the attorney hours associated with each task, is attached hereto as **Exhibit 3**.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (17th Year Attorney)	\$750	30.7	\$23,025.00
Fletcher W. Schmidt (11th Year Attorney)	\$725	66.9	\$48,502.50
Andrew J. Rowbotham (9th Year Attorney)	\$575	122.9	\$70,667.50
Susan J. Perez (4th Year Attorney)	\$475	4.1	\$1,947.50
Edgar J. Morales (1st Year Attorney)	\$400	17.5	\$7,000.00
Firm Paralegals	\$175	17.4	\$3,045.00
Total Lodestar			\$154,187.50

22. My proposed hourly rate of \$725, Mr. Haines' proposed hourly rate of \$750, Mr. Rowbotham's proposed hourly rate of \$575, Ms. Perez's proposed hourly rate of \$475, and Mr. Morales' proposed hourly rate of \$400 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the Laffey Matrix, a true and correct copy of which is attached hereto as **Exhibit 4**

23. Since undertaking representation of Plaintiff almost four years ago, My firm has borne all costs of litigation without receiving any compensation to date. Some of the tasks completed by my firm to advance this matter to this stage include: (i) analyzing Plaintiff's claims and Defendant's potential defenses; (ii) conducting legal research; (iii) retaining an expert and reviewing documents and data produced by Defendant; (iv) extensive discussions with Defendant's counsel regarding Plaintiff's claims and Defendant's defenses; (v) drafting a detailed mediation brief; (vi) preparing for and attending mediation; (vii) negotiating the Settlement Agreement; (viii) preparing the Motions for Preliminary and Final Approval; (ix) overseeing the Notice process; and otherwise litigating the case.

24. My firm has incurred \$42,614.62 in litigation costs, which is less than the "up to" amount of \$45,000.00 preliminary approved by this Court on October 25, 2022. Each of these costs are documented and were reasonably necessary to prosecute this case.

25. Plaintiff requests the Court approve \$10,000.00 in settlement administration costs to Phoenix Settlement Administrators. Phoenix calculated each Individual Settlement Payment,

1 PAGA Payment, updated addresses contained in the data supplied by Defendant; translated,
2 formatted and mailed Notice Packets, maintained a toll-free telephone number for Class Members
3 to use if they had questions about the Settlement, and kept the Parties informed of the status of
4 the Notice process

5 26. Plaintiff seeks an enhancement payment of \$5,000.00 and believes this request is
6 reasonable given his time and efforts devoted to this case as well as the risks he undertook on
7 behalf of Settlement Class members. Plaintiff provided substantial factual information and
8 documents to attorneys at my firm, identified potential witnesses, participated in discussions with
9 counsel to discuss case strategy and Defendant's wage and hour practices, and made himself
10 available the entire day of mediation.

11 27. I confirm that I am not affiliated with the proposed settlement administrator,
12 Phoenix Settlement Administrators.

13 28. Plaintiff and my firm entered into a written fee split agreement at the time of
14 retainer pursuant to California Rules of Professional Conduct 1.5.1. The agreed fee split is as
15 follows: Haines Law Group, APC is to receive 75% of any attorneys' fee award and Perez,
16 Williams, Medina & Rodriguez, LLP is to receive 25% of any attorneys' fee award.

17 I declare under penalty of perjury under the laws of California and the United States that
18 the foregoing is true and correct. Executed on April 4, 2023, at El Segundo, California.

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21 Fletcher W. Schmidt
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EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA - COUNTY OF FRESNO Civil Department - Non-Limited		Entered by:
TITLE OF CASE: Eduardo Gonzalez vs. Guardian Industries, LLC / COMPLEX / CLASS ACTION		
LAW AND MOTION MINUTE ORDER		Case Number: 19CECG02134

Hearing Date: **October 25, 2022** Hearing Type: **Motion - Prelim Approval Class Settlement**
 Department: **502** Judge/Temp. Judge: **McGuire, Rosemary**
 Court Clerk: **Garcia, Sam** Reporter/Tape: **Not Reported**

Appearing Parties:	
Plaintiff:	Defendant:
Counsel: No Appearances	Counsel: No Appearances

☐ Off Calendar

☐ Continued to ☐ Set for ___ at ___ Dept. ___ for ___

☐ Submitted on points and authorities with/without argument. ☐ Matter is argued and submitted.

☐ Upon filing of points and authorities.

☐ Motion is granted ☐ in part and denied in part. ☐ Motion is denied ☐ with/without prejudice.

☐ Taken under advisement

☐ Demurrer ☐ overruled ☐ sustained with ___ days to ☐ answer ☐ amend

☒ No party requested oral argument pursuant to Local Rule 2.2.6 and CRC 3.1308(a)(1).

☒ Tentative ruling becomes the order of the court. No further order is necessary.

☒ Pursuant to CRC 3.1312(a) and CCP section 1019.5(a), no further order is necessary. The minute order adopting the tentative ruling serves as the order of the court.

☒ Service by the clerk will constitute notice of the order.

☒ See attached copy of the Tentative Ruling.

☐ Judgment debtor ___ sworn and examined.

☐ Judgment debtor ___ failed to appear.
Bench warrant issued in the amount of \$ ___

JUDGMENT:

☐ Money damages ☐ Default ☐ Other ___ entered in the amount of:
 Principal \$___ Interest \$___ Costs \$___ Attorney fees \$___ Total \$___
☐ Claim of exemption ☐ granted ☐ denied. Court orders withholdings modified to \$___ per ___

FURTHER, COURT ORDERS:

☐ Monies held by levying officer to be ☐ released to judgment creditor. ☐ returned to judgment debtor.
☐ \$___ to be released to judgment creditor and balance returned to judgment debtor.
☐ Levying Officer, County of ___, notified. ☐ Writ to issue
☐ Notice to be filed within 15 days. ☐ Restitution of Premises
☐ Other: ___

SUPERIOR COURT OF CALIFORNIA - COUNTY OF FRESNO Civil Department, Central Division 1130 "O" Street Fresno, California 93724-0002 (559) 457-2000	<i>FOR COURT USE ONLY</i>
TITLE OF CASE: Eduardo Gonzalez vs. Guardian Industries, LLC / COMPLEX / CLASS ACTION	
CLERK'S CERTIFICATE OF MAILING	CASE NUMBER: 19CECG02134

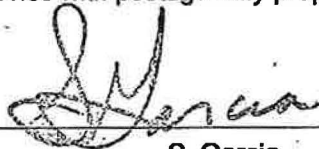
I certify that I am not a party to this cause and that a true copy of the:

MINUTE ORDER/TENTATIVE RULING

was placed in a sealed envelope and placed for collection and mailing on the date and at the place shown below following our ordinary business practice. I am readily familiar with this court's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service with postage fully prepaid.

Place of mailing: Fresno, California 93724-0002

On Date: 10/25/2022

Clerk, by  Deputy
 S. Garcia

Paul K Haines
 Haines Law Group, APC
 2155 Campus Drive, Suite 180
 El Segundo, CA 90245

Amber A. Eklof
 Gordon & Rees Scully Mansukhni LLP
 275 Battery Street, # 2000
 San Francisco, CA 94111

☐ Clerk's Certificate of Mailing Additional Address Page Attached

(20)

Tentative Ruling

Re: **Eduardo Gonzalez v. Guardian Industries, LLC**
Superior Court Case No. 19CECG02134

Hearing Date: October 25, 2022 (Dept. 502)

Motion: By plaintiff Eduardo Gonzalez, for class certification and preliminary approval of settlement

Tentative Ruling:

To grant.

Explanation:

After denial of the preceding motion for preliminary approval, the only remaining issue was plaintiff's explanation of the valuations of the class claims, and submission of a declaration by the expert to provide foundation for those valuations. Plaintiff has adequately addressed this last remaining hurdle. Plaintiff submits a declaration from expert Jon Michael DuMond of Berkeley Research Group, whose work provided the information needed by plaintiff's counsel to calculate both the total theoretical and the realistic potential recovery for the class claims. Plaintiff also provides a detailed discussion of the weaknesses and defenses that would be raised to the claims as explanation for the valuation for settlement purposes. Based on the further information provided, the court finds that the settlement reached is fair, reasonable and adequate in comparison to the potential recovery at trial.

Pursuant to California Rules of Court, rule 3.1312(a), and Code of Civil Procedure section 1019.5, subdivision (a), no further written order is necessary. The minute order adopting this tentative ruling will serve as the order of the court and service by the clerk will constitute notice of the order.

Tentative Ruling

Issued By: RTM on 10/19/2022
(Judge's initials) (Date)

EXHIBIT 2

Eduardo Gonzalez v. Guardian Industries, LLC

Additional Charges :

		<u>Qty/Price</u>	<u>Amount</u>
5/31/2019	PKH Postage for May, 2019.	1 13.60	13.60
	PKH Copying cost for May, 2019.	21 0.25	5.25
6/20/2019	PKH Jury Fees.	1 150.00	150.00
	PKH Initial and Complex Case filing fees and One Legal's service fee for filing of Summons & Complaint.	1 1,501.01	1,501.01
6/30/2019	PKH Copying cost for June, 2019.	18 0.25	4.50
7/17/2019	PKH Express Network's service fee for service on Guardian Industries, LLC	1 63.00	63.00
7/18/2019	PKH One Legal's service fee for filing of Proof of Service of Summons	1 13.55	13.55
7/31/2019	PKH Copying cost for July, 2019.	27 0.25	6.75
10/21/2019	PKH CourtCall fee for hearing on 10/23/19	1 94.00	94.00
10/31/2019	PKH Postage for October, 2019.	1 0.50	0.50
	PKH Copying cost for October, 2019.	6 0.25	1.50

			<u>Qty/Price</u>	<u>Amount</u>
1/14/2020	PKH	Ortman mediation fee - [REDACTED]	1 9,000.00	9,000.00
	PKH	FedEx	1 35.21	35.21
1/31/2020	PKH	Copying cost for January, 2020.	3 0.25	0.75
3/3/2020	PKH	FreeConferenceCall.com's service fee for 3/3/20	1 5.26	5.26
	PKH	FreeConferenceCall.com's service fee for 3/3/20	1 5.26	5.26
4/30/2020	PKH	[REDACTED] expert fees for April 2020.	1 24,959.00	24,959.00
	PKH	Westlaw cost for April , 2020.	1 61.31	61.31
6/26/2020	PKH	One Legal's fee for filing of Notice of Change of Address	1 13.55	13.55
7/9/2020	KI	Filing Fee for: LWDA-[REDACTED]	1 75.00	75.00
7/29/2020	PKH	One Legal's fee for filing of Stip and Order	1 38.36	38.36
7/31/2020	PKH	Postage for JULY, 2020.	1 11.10	11.10
	PKH	Copying cost for JULY, 2020.	22 0.25	5.50
9/15/2020	PKH	One Legal's fee for filing of Amended Complaint	1 17.55	17.55
10/30/2020	PKH	Copying cost for October, 2020.	11 0.25	2.75
2/28/2021	PKH	Westlaw cost for February, 2021.	1 25.35	25.35
3/2/2021	PKH	One Legal's fee for filing of Motion	1 82.10	82.10

			<u>Qty/Price</u>	<u>Amount</u>
4/30/2021	PKH	CourtCall fee for hearing on 4/29/21	1 94.00	94.00
10/26/2021	KI	One Legal Filing Fee for: Motion, Proposed Order, Phoenix Decl, Yang Decl, Gonzalez Updated Decl, Rowbotham Decl, Schmidt Decl, Haines Decl, Proof of Service	1 82.10	82.10
10/28/2021	KI	Westlaw cost for OCTOBER 2021	1 66.12	66.12
10/31/2021	PKH	Copying cost for October, 2021.	3 0.25	0.75
5/17/2022	KI	One Legal Filing Fee for: Case Management Statement	1 20.69	20.69
6/30/2022	ALL	CourtCall fee for hearing on 6/23/22.	1 94.00	94.00
9/12/2022	IDLC	One legal's fee for filing of: plaintiff's notice of motion and motion for preliminary approval of class action settlement, Declaration of FWS, AJR, Jodey Lawrence , PKH, Eduardo Gonzallez, J. Michael Dumond in support of plaintiff's motion, Proposed order granting plaintiff's motion for preliminary approval of class action settlement, Proof of service	1 82.62	82.62
9/30/2022	ALL	Westlaw cost for September, 2022.	1 8.73	8.73
	PKH	█ expert fee - █	1 5,932.00	5,932.00
2/10/2023	IDLC	One legal's filing fee for: Stipulation and order Order #: █	1 41.90	41.90
Total additional charges				\$42,614.62
Balance due				\$42,614.62

EXHIBIT 3

Haines Law Group, APC

Billing Summary

Eduardo Gonzalez v. Guardian Industries, LLC

Activity	Attorney/Hrs/Rate	AMOUNT
Initial case research, client intake interviews, review of personnel file and client documents, and new client onboarding	PKH 5.2 hrs @ \$750/hr FWS 7.8 hrs @ \$725/hr JR 1.7 hrs @ \$175/hr	\$9,852.50
Legal research regarding claims, research regarding legal entity name	PKH 1.5 hrs @ \$750/hr FWS 4.2 hrs @ \$725/hr AJR 5.4 hrs @ \$575/hr	\$7,275.00
Draft initial complaint, first amended complaint, and LWDA letter	FWS 1.0 hrs @ \$725/hr AJR 3.5 hrs @ \$575/hr JR 1.1 hrs @ \$175/hr	\$2,930.00
Meeting and conferring with defense counsel regarding claims alleged in complaint and waiting time / PAGA claims, informal production of documents and data for mediation, preliminary approval tentative rulings and approval filings, discussing additional exhibits for approval filings	PKH 1.3 hrs @ \$750/hr FWS 2.8 hrs @ \$725/hr AJR 3.5 hrs @ \$575/hr	\$5,017.50
Draft list of documents and data necessary for mediation, follow-ups regarding mediation data production, reviewing and organizing mediation data production, draft analysis requests to expert, review expert analysis, discussions with expert regarding findings, finalizing exposure analysis, drafting mediation brief and preparing for mediation	PKH 10.2 hrs @ \$750/hr FWS 20.1 hrs @ \$725/hr AJR 35.5 hrs @ \$575/hr JR 5.5 hrs @ \$175/hr	\$43,597.50
Attend mediation with Tripper Ortman ; draft MOU	PKH 9.0 hrs @ \$750/hr FWS 9.0 hrs @ \$725/hr AJR 9.0 hrs @ \$575/hr	\$18,450.00
Negotiating and drafting long-form settlement agreement and class notice, meeting and conferring with defense counsel re: same	FWS 4.2 hrs @ \$725/hr AJR 10.6 hrs @ \$575/hr	\$9,140.00
Drafting misc. statements, stipulations, and notices	FWS 0.5 hrs @ \$725/hr AJR 3.1 hrs @ \$575/hr JR 1.0 hrs @ \$175/hr	\$2,320.00
Drafting preliminary approval motion and supporting docs, attend hearing	FWS 5.3 hrs @ \$725/hr AJR 22.2 hrs @ \$575/hr	\$16,975.00

	JR 2.1 hrs @ \$175/hr	
Discuss court's approval checklist with team, review and revise preliminary approval motion and supporting docs for second filing	PKH 1.0 hrs @ \$750/hr FWS 3.5 hrs @ \$725/hr AJR 6.5 hrs @ \$575/hr JR 2.0 hrs @ \$175/hr	\$7,375.00
Discuss second approval checklist, discussions with expert regarding declaration, review and revise preliminary approval motion and supporting docs	PKH 1.0 hrs @ \$750/hr FWS 2.8 hrs @ \$725/hr AJR 4.0 hrs @ \$575/hr SJP 4.1 hrs @ \$475/hr JR 2.0 hrs @ \$175/hr	\$7,377.50
Drafting final approval motion, prepare billing summary, cost records, and other supporting docs	PKH 1.0 hrs @ \$750/hr FWS 3.0 hrs @ \$725/hr AJR 9.5 hrs @ \$575/hr EM 17.5 hrs @ \$400/hr JR 2.0 hrs @ \$175/hr	\$15,737.50
Telephone calls and emails to administrator regarding notices and declarations, reviewing weekly settlement administration updates	PKH 0.5 hrs @ \$750/hr FWS 0.5 hrs @ \$725/hr AJR 5.1 hrs @ \$575/hr	\$3,670.00
Telephone calls with client regarding case status and declarations, updates, settlement agreement, and other misc. questions	FWS 1.2 hrs @ \$725/hr AJR 2.8 hrs @ \$575/hr	\$2,480.00
Misc. telephone conversations with opposing counsel regarding case	FWS 1.0 hrs @ \$725/hr AJR 2.2 hrs @ \$575/hr	\$1,990.00
TOTAL:		\$154,187.50

EXHIBIT 4

Laffey Matrix

- History
- Case Law
- See the Matrix
- Contact us
- Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ½Years Out of Law School½ is calculated from June 1 of each year, when most law students graduate. ½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ½1-3" from June 1, 1996 until May 31, 1999, would move into tier ½4-7" on June 1, 1999, and tier ½8-10" on June 1, 2003.

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

EXHIBIT 5

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Other Response or Document Submission
Date: Friday, September 09, 2022 4:01:13 PM

09/09/2022 04:00:34 PM

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

Item submitted: Other Response or Document Submission

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



Private Attorneys General Act (PAGA) – Filing

Other Document

PAGA Number (LWDA-CM-): *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".

[Search for PAGA Case number](#)

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Documents

Other Document *

 1. 2022-09-0...A Motion.pdf

Other Attachment (if any)

 2. 2022-09-0...A Motion.pdf

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 3. 2022-09-08...rdian PA.pdf

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8. 2022-09-09...rdian PA.pdf

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9. 2022-09-09...f Service.pdf

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

EXHIBIT 6

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
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Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

EDUARDO GONZALEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

GUARDIAN INDUSTRIES, LLC, a
Delaware corporation; and DOES 1 through
100,

Defendants.

Case No. 19CECG02134

*[Case assigned to the Hon. Rosemary McGuire,
Dept. 402]*

**DECLARATION OF LILY YANG ON
BEHALF OF GUARDIAN INDUSTRIES,
LLC**

Action Filed: June 20, 2019

DECLARATION

I, Lily Yang, declare as follows:

1. I am a Human Resources Business Partner for Guardian Industries, LLC ("Guardian"). I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. As part of an informal production prior to mediation, Guardian produced Plaintiff Eduardo Gonzalez's personnel file, timekeeping and payroll records, and relevant company policies in effect during Plaintiff's employment and the relevant period. I understand these records were Bates stamped "GUARD000001-000162."

3. Guardian also produced a random sampling of current and former putative class member timekeeping and payroll records from the relevant time period for mediation. I understand these records were Bates stamped "GUARD000163-002483."

4. The excel spreadsheet titled "Gonzalez v. Guardian - Class List (For Mediation Purposes Only)" contains the redacted list of putative class members from June 20, 2015 to April 16, 2020, including their employee number, employment status, hire date, termination date, department name, and job name.

I declare under penalty of perjury under the laws of the state of California and the United States that the foregoing is true and correct. Executed on Feb 3, 2021, in Fresno, California.


Lily Yang

EXHIBIT 7

Policy Number: Pay-06
Policy Name: Timekeeping
Revision: 001
Effective Date: 1/31/2017
Scope: All nonexempt employees at Guardian Kingsburg

To comply with its legal obligations to maintain accurate time records and to ensure that employees are paid for all hours worked, Guardian Industries requires employees to accurately record their hours worked during each workday.

Unless otherwise notified, nonexempt employees are required to accurately record their work time by clocking in and clocking out of work every day. Employees may view their time worked by logging into Dayforce. Employees are required to report any time sheet errors immediately.

Employees are required to accurately record their work hours to ensure that they are paid for all hours worked as required by applicable law. "Hours worked" is defined by law as, all time an employee is subject to the control of an employer, and includes all time that an employee is suffered or permitted to work, whether or not required to do so.

At no time may any employee perform off-the-clock work or otherwise alter, falsify or manipulate any aspect of their time-keeping records to inaccurately reflect or hide hours worked, meal periods taken or time spent working during meal periods. Employees in violation will be subject to corrective action up and including termination.

Employees are informed on their first day to clock in and clock out using their badge. Employees are expected to follow the established procedures in keeping an accurate record of hours worked.

Any changes or corrections to an employee's time card or time record must be made note of in Dayforce. Under no circumstances may any employee punch in/out for another employee.

EXHIBIT 8

Guardian

Raw Punch Report

Date Range: 1/1/2017 - 12/31/2017

Location: Kingsburg (082)

Gonzalez, Eduardo	201603249	In	Out	Meal In	Meal Out
Sun, Jan 01	Raw	4:53:19 pm	5:15:35 am	9:18:32 pm	9:49:07 pm
	Rounded	5:00 pm	5:15 am	9:19 pm	9:49 pm
	Scheduled	5:00 pm	5:00 am		
Mon, Jan 02	Raw	4:53:29 pm	5:13:59 am	9:06:46 pm	9:37:18 pm
	Rounded	5:00 pm	5:15 am	9:07 pm	9:37 pm
	Scheduled	5:00 pm	5:00 am		
Wed, Jan 04	Raw	4:53:21 am	5:20:49 pm	8:55:36 am	9:26:13 am
	Rounded	5:00 am	5:15 pm	8:56 am	9:26 am
	Scheduled	5:00 am	5:00 pm		
Thu, Jan 05	Raw	4:53:22 am	5:10:32 pm	8:49:36 am	9:21:08 am
	Rounded	5:00 am	5:15 pm	8:50 am	9:21 am
	Scheduled	5:00 am	5:00 pm		
Sat, Jan 07	Raw		5:14:51 pm	9:06:16 am	9:36:48 am
	Rounded	5:00 am	5:15 pm	9:06 am	9:37 am
	Scheduled				
Sun, Jan 08	Raw	4:53:17 am	5:10:20 pm	9:56:33 am	10:27:57 am
	Rounded	5:00 am	5:15 pm	9:57 am	10:28 am
	Scheduled	5:00 am	5:00 pm		
Mon, Jan 09	Raw	4:53:26 am	5:08:40 pm	8:52:02 am	9:23:15 am
	Rounded	5:00 am	5:15 pm	8:52 am	9:23 am
	Scheduled	5:00 am	5:00 pm		
Tue, Jan 10	Raw	4:53:32 am	5:08:55 pm	9:01:16 am	9:32:22 am
	Rounded	5:00 am	5:15 pm	9:01 am	9:32 am
	Scheduled	5:00 am	5:00 pm		

AutoSave Off    

GUARD002474 - Employee ID 200700344 Time Punches (For Mediation Only) ▾

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1	Guardian										Raw Punch Report										Dayforce									
2																														
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4	Run By: 201100477																													
5	Date Range: 1/1/2018 - 12/31/2018																													
6																														
7	Run Date: 8/12/2019 3:09:02 PM																													
8																														
9	Location: Kingsburg (082)																													
454		Scheduled	4:00 pm	12:00 am																										
456	Wed, May 30	Raw	3:51:21 pm	2:24:24 am	8:39:55 pm	9:09:45 pm																								
457		Rounded	3:45 pm	2:30 am	8:40 pm	9:10 pm																								
458		Scheduled	4:00 pm	12:00 am																										
460	Thu, May 31	Raw																												
461		Rounded																												
462		Scheduled	4:00 pm	12:00 am																										
464	Fri, Jun 01	Raw	3:53:06 pm	2:25:25 am	8:46:08 pm	9:16:11 pm																								
465		Rounded	4:00 pm	2:30 am	8:46 pm	9:16 pm																								
466		Scheduled	4:00 pm	12:00 am																										
468	Mon, Jun 04	Raw	3:56:25 am	4:07:40 pm	8:46:13 am	9:16:19 am																								
469		Rounded	3:56 am	4:08 pm	8:46 am	9:16 am																								
470		Scheduled	4:00 am	4:00 pm																										
472	Tue, Jun 05	Raw	3:55:15 am	4:11:26 pm	8:54:23 am	9:24:55 am																								
473		Rounded	3:55 am	4:11 pm	8:54 am	9:25 am																								
474		Scheduled	4:00 am	4:00 pm																										
476	Wed, Jun 06	Raw	4:55:11 am	4:07:11 pm	9:46:46 am	10:16:50 am																								
477		Rounded	4:55 am	4:07 pm	9:47 am	10:17 am																								
478		Scheduled	5:00 am	4:00 pm																										
480	Thu, Jun 07	Raw	4:55:20 am	4:05:09 pm	9:52:46 am	10:22:33 am																								
481		Rounded	4:55 am	4:05 pm	9:53 am	10:23 am																								
482		Scheduled	5:00 am	4:00 pm																										
484	Fri, Jun 08	Raw	3:55:20 am	4:05:40 pm	8:45:28 am	9:15:27 am																								
485		Rounded	3:55 am	4:06 pm	8:45 am	9:15 am																								
486		Scheduled	4:00 am	4:00 pm																										

reflecting end of rounding practice in June 2018

reflecting end of rounding practice in June 2018

EXHIBIT 9

Policy Number: Pay-05
Policy Name: Meal and Rest Breaks
Revision: 004
Effective Date: 01/05/2017
Scope: All non-exempt employees at Guardian Kingsburg.

It is Guardian's policy to comply with all state and local laws regarding meal periods and rest breaks. The term "employees" refers to nonexempt employees.

REST BREAKS:

- Employees are permitted to take one paid 10-minute rest break every 4 hours worked or a major fraction thereof (major fraction means work time of more than 2 hours, except when an employee's work time is less than 3 ½ hours). For employees that work a shift less than 3 ½ hours, no rest break is provided.
- Employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early, or extending a meal period.
- The employee shall take the rest break as close as possible to the middle of each 4-hour portion of their shift. This, however, may be deviated where practical considerations render it infeasible.
- During rest breaks, employees shall be relieved of all their duties and are allowed to leave the premises.
- **Shifts Scheduled for 8 Working Hours:** For employees regularly scheduled for shifts comprised of 8 hours of working time, the timing of rest breaks will be provided as follows: one rest break will be taken approximately 2 hours after the beginning of the work shift and a second rest break will be taken approximately 2 hours after returning from the meal break/lunch. If required to work overtime, an employee is authorized and permitted to take on additional ten-minute rest break for each additional 4 hours of work or major fraction thereof.
- **Shifts Scheduled for 12 Hour Shifts (11 ½ Working Hours):** For employees regularly scheduled for 11 ½ hours of work time, the timing of the rest breaks will be provided as follows: one rest break will be taken approximately 2 hours after the beginning of the employee's work shift and a second rest break will be taken approximately 2 hours after returning from the first meal/lunch break. A third rest break is authorized and permitted to be taken approximately 6 hours after returning from the first meal break/lunch.

Example: Employee is scheduled from 5:00 AM to 5:00 PM. Employee arrives to work at 5:00 AM. Employee is scheduled to take a first rest break at approximately 7:00 AM for 10 minutes. The employee will take the first meal break/lunch at approximately 9:00 AM for 30 minutes. This employee will be scheduled for the second rest break at approximately 11:30 am for 10 minutes. The third rest break will be scheduled at approximately 3:30 PM for 10 minutes. The employee will clock out at 5:00 PM.

For positions where taking a rest break in the middle of a 4-hour shift is not feasible, management at their sole discretion may schedule an employee to take the first meal break/lunch within the first 3 hours of the employee's work shift, a first rest break to be taken approximately 3 ½ hours after the beginning of the employee's work shift and that rest break will be a ten-minute rest break.

Policy Number: Pay-05
Policy Name: Meal and Rest Breaks
Revision: 004
Effective Date: 01/05/2017
Scope: All non-exempt employees at Guardian Kingsburg.

Example: Employee is scheduled from 5:00 AM to 5:00 PM. Employee arrives to work at 5:00 AM. Employee is scheduled to take a first meal break/lunch at approximately 7:30 AM for 30 minutes. This employee will be scheduled for a first rest break at approximately 8:30 AM and that rest break will be for 10 minutes. The second rest break will be scheduled at approximately 11:30 AM and for 10 minutes. The third rest break will be scheduled at approximately 3:30 PM for 10 minutes. The employee will clock out at 5:00 PM.

Currently all employees working a 12-hour shift have agreed in writing to waive their second meal break. If an employee revokes the waiver of the second meal break or an employee is required to work for more than 12 hours, the employee is required to take a second meal break. When an employee does take a second unpaid meal break, meal and rest breaks may be adjusted in the discretion of management.

If required to work overtime, an employee is authorized and permitted to take one additional ten-minute break for each additional 4 hours of work or major fraction thereof.

MEAL BREAKS:

- Meal breaks for employees are scheduled by management in management's sole and absolute discretion. Employees are required to comply with management's scheduling of meal breaks so that full coverage of the duties performed by each employee is possible while the employee is on an off-duty meal break. Employees who do not take meal breaks/lunch as scheduled by management are subject to discipline, up to and including termination.
- All employees are required to take their minimum 30 minute off-duty meal break/lunch no later than the end of the 5th hour after the employee begins the work day. For example, an employee starting work at 5:00 AM must begin the employee's first meal break no later than 9:59 AM. Management will schedule employee meal breaks to insure that employees are beginning their meal break/lunch no later than the end of the employee's 5th hour of employment.
- If an employee is unable to take the employee's meal break/lunch before the end of the 5th hour of employment because of work responsibilities, the employee must obtain the written authorization of the employee's supervisor/manager. Working beyond the 5th hour without the approval of a supervisor/manager will lead to discipline, up to and including termination.
- Because meal breaks are unpaid, employees must clock in and out when taking a meal break.
- During meal breaks, employees shall be relieved of all their duties and are allowed to leave the premises.
- **Rules Applicable to Shifts Scheduled for 8 Working Hours:** For employees regularly scheduled for shifts comprised of 8 hours of working time, a meal break/lunch of a minimum of 30 minutes of off-duty, unpaid time, will be scheduled by management near the middle of the work day but no later than the end of the employee's

Policy Number: Pay-05
Policy Name: Meal and Rest Breaks
Revision: 004
Effective Date: 01/05/2017
Scope: All non-exempt employees at Guardian Kingsburg.

5th hour of work. If required to work overtime so that the employee will work more than 10 working hours, the employee will be provided with a second unpaid meal period of a minimum of 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employee and management.

- **Rules Applicable to 12 Hour Shifts (11 ½ Working Hours):** Meal break/lunch shall be taken before the 5th hour of work and should be coordinated with your assigned supervisor. If due to work responsibilities an employee is unable to take the first meal break/lunch at the time specified, the employee must notify their Supervisor/Manager to explain what work responsibilities prevented the employee from taking the meal break/lunch at the specified time.

Currently, all employees on 12 hours shifts have signed a written acknowledgement waiving their second meal break. So long as an employee does not work more than 12 hours, no second meal period need be scheduled or taken.

Employees who have signed a waiver of the second meal period may not work more than 12 hours without permission from management. If management authorizes an employee to work more than 12 hours or requires an employee to work more than 12 hours, the employee must take the employee's second meal break no later than the end of the employee's 10th hour of work.

Example: Employee is regularly scheduled from 5:00 AM to 5:00 PM. On this schedule, the employee regularly works 11 ½ hours of work time. In this example, the employee is scheduled to remain on duty until 6:00 PM and will work a total of 12 ½ hours. The employee will be required to take a second meal period no later than the end of the 10th hours of work. If the employee begins work at 5:00 AM, takes the employee's first off-duty meal break/lunch at 9:00 AM and returns to work at 9:30 AM, the employee must begin the employee's second meal period no later than 3:29 PM, which is at the end of the employee's 10th hour of work.

General Rules Concerning Rest and Meal Breaks:

- It is each non-exempt employee's responsibility to inform the employee's supervisor/manager in advance if the employee believes some work responsibility will prevent the employee from taking a rest or meal break at the time specified.
- Any non-exempt employee who (1) is not permitted a rest break within the time period set forth above, (2) is required to work through some or all of a 30-minute meal period, or (3) required to take a late meal period (i.e., is required to begin the first meal period after the end of the fifth hour of work or is required to begin a second meal period after the end of the tenth hour of work), should notify HR as soon as possible (but no later than the end of the pay period). Otherwise, Guardian will assume the employee either took his meal break/rest break or voluntarily waived his/her rest break.

Policy Number: Pay-05
Policy Name: Meal and Rest Breaks
Revision: 004
Effective Date: 01/05/2017
Scope: All non-exempt employees at Guardian Kingsburg.

- Any employee, supervisor, or manager who fails to observe this Policy will be subject to discipline, up to and including termination of employment. Violations of this Policy should be reported to any manager or the Human Resources Department. Every report will be fully investigated and corrective action will be taken where appropriate.
- In addition, the Guardian will not allow any form of retaliation against individuals who report alleged violations of this Policy or who cooperate in the Guardian's investigation of such reports. Any form of retaliation in violation of this Policy will result in disciplinary action, up to and including termination.

EXHIBIT 10

HAINES LAW GROUP, APC
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Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Andrew J. Rowbotham (SBN 301367)
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El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

EDUARDO GONZALEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

GUARDIAN INDUSTRIES, LLC, a Delaware
corporation; and DOES 1 through 100,

Defendants.

CASE NO. 19CECG02134

*[Case assigned to the Hon. Rosemary
McGuire, Dept. 402]*

**DECLARATION OF J. MICHAEL
DUMOND IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: October 4, 2022
Time: 3:30 p.m.
Dept.: 402

Action Filed: June 20, 2019
Trial Date: None Set

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I, Jon Michael DuMond, declare as follows:

1. I am employed as a Managing Director at Berkeley Research Group (“BRG”). A true and correct copy of my curriculum vitae is attached to this report as Exhibit A. My current billing rate for work in connection with this matter is \$600 per hour; staff assisting me in this matter have a billing rate of \$440 per hour. Payment for BRG’s services is not contingent upon the outcome of this litigation. I have personal knowledge of the facts stated in this declaration and could testify truthfully to them if called upon to do so.

2. In order to prepare the exposure calculations for mediation purposes, I was provided with timekeeping and payroll data files for 32 individuals (Bates Numbered D000163-002480). My understanding is that these files encompass approximately 10% of the putative class members who worked for Guardian Industries, LLC (the “Putative Class”) between June 20, 2015, and March 13, 2020 (the last date in the data). I was also provided a class list containing employee identification numbers, employment status, hire date, termination date, department name, and job name for the time period covering June 20, 2015, to March 13, 2020.

3. Despite not receiving timekeeping and payroll data for all putative class members, the data I was provided could be analyzed and extrapolated to estimate potential economic damages for the various claims negotiated at mediation through May 31, 2020. The extrapolation relied upon was 13.2781 (i.e., the available data represented 7.5312% of the total number of employees and work weeks from June 20, 2015 to May 31, 2020).

4. Based on the class list, I determined that there were approximately 315 putative members who worked at any time between June 20, 2015, through May 31, 2020 (the “Class Period”). There were approximately 104 individuals who separated their employment on or after June 20, 2016. There were approximately 236 individuals who are eligible to receive civil damages under the Private Attorneys General Act (“PAGA”). There were 52,104 workweeks worked during the Class Period and approximately 10,197 pay periods worked during the time period applicable to PAGA (i.e., June 20, 2018, through May 31, 2020).

1 5. Using the payroll and timekeeping records, I calculated the average shift length
2 worked during the Class Period at 10.87 hours, the average number of shifts worked per week at
3 4.19, and the average base rate of pay for the putative class at \$18.59.

4 6. For Plaintiff's rounding claim, I compared the actual employee punch data with
5 the rounded timekeeping entries and determined that the rounding system unfavorably rounded
6 against employees on 70.9% of shifts. This resulted in a net loss of 9,146 hours. It is my
7 understanding that at mediation, Plaintiff's counsel assumed that all of these unpaid hours were
8 overtime hours and calculated \$255,082 in economic exposure for unpaid wages (i.e., 9,146
9 unpaid overtime hours x \$18.59 x 1.5 overtime rate).

10 7. Also at mediation, Plaintiff's counsel estimated the economic exposure for unpaid
11 wages relating to an assumption of 10-minutes of unpaid off-the-clock work each shift (all of
12 which was assumed overtime) to be \$1,016,835. He did so by relying on my calculations of the
13 average base rate of pay (\$18.59), the number of work weeks in the class period (52,104) and the
14 average number of shifts worked per week (4.19). More specifically, he determined the total
15 number of work shifts (218,316) by multiplying the number of work weeks (52,104) by the
16 number of shifts per week (4.19). He then multiplied the total number of work shifts (218,316)
17 by the overtime rate of pay (\$27.89, i.e., 1.5 times the base rate of \$18.59) and finally multiplied
18 that by 10 minutes per shift (i.e., 0.167 hours). That is, 218,316 times \$27.89 times 0.167 equals
19 \$1,016,835.

20 8. For Plaintiff's meal period claims, I reviewed the timekeeping records and
21 determined that 48.35% of all shifts in excess of 6.0 hours reflected either a short, late, or missed
22 meal period. This resulted in 112,731 estimated first meal period violations during the Class
23 Period (after extrapolation). I also determined that 184,340 of the 184,738 shifts in excess of 10.0
24 hours did not have a timely second meal period of at least 30 minutes in duration – 93,797 of
25 which did not also accrue a first meal period violation in the same shift. 173,226 of the 184,738
26 shifts in excess of 10.0 hours were also not greater than 12 hours in duration. Looking at shifts in
27 excess of 12.0 hours, I determined that there were 11,499 shifts that did not have a timely second
28

1 meal period of at least 30 minutes in duration – 3,691 of which did not also accrue a first meal
2 period violation in the same shift.

3 9. My understanding is that Plaintiff's counsel relied on these numbers to calculate
4 exposure for meal period violations at mediation, and this calculation also gave Defendant credit
5 for the \$189,806 in meal period premiums already paid. More specifically, he added the number
6 of shifts with 1st and 2nd meal period violations (i.e., $112,731 + 184,340 = 297,071$) and multiplied
7 that by the base rate of pay (\$18.59) which yielded \$5,522,550. He then subtracted \$189,806 to
8 account for meal period premiums already made by the defendant. This resulted in \$5,332,744.

9 10. Plaintiff's counsel could also calculate meal period exposure based on the second
10 meal period violation rates for shifts in excess of 12.0 hours which did not incur a first meal period
11 violation. He would add the number of shifts with 1st and 2nd meal period violations (i.e., $112,731$
12 $+ 3,691 = 116,422$) and multiply that by the base rate of pay (\$18.59) which yields \$2,164,285.
13 He would then subtract \$189,806 to account for meal period premiums already made by the
14 defendant. This results in \$1,974,479.

15 11. For purposes of calculating waiting time penalties, Plaintiff's counsel multiplied
16 the average hourly rate of pay that I calculated (\$18.59) by the number of terminated employees
17 (104) by 8 hours per workday by 30 days of pay, i.e., \$464,006.

18 12. Assuming that Plaintiff could prove at least one substantive violation in each pay
19 period for the time period applicable to PAGA, potential civil penalty exposure was calculated at
20 \$1,019,700 ($10,197$ pay periods $\times$ \$100.00 "initial" violation rate).

21 I declare under penalty of perjury under the laws of California and the United States that
22 the foregoing is true and correct. Executed on September 9, 2022, at Washington, DC.

23
24 
25 Jon Michael DuMond
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EXHIBIT A

J. Michael DuMond

BERKELEY RESEARCH GROUP, LLC
1800 M Street NW, Second Floor | Washington, DC 20036

Direct: 850.402.5113
mdumond@thinkbrg.com

SUMMARY

Dr. DuMond's consulting experience includes numerous engagements in matters involving pay equity, disparate impact, wage and hour compliance, systemic EEOC investigations, OFCCP audits and the calculation of economic exposure. He routinely works with counsel and internal subject matter experts to design statistical models that are reflective of the employer's hiring, promotion, compensation, termination and performance evaluation processes. He also routinely works with employers, internal and external counsel on pro-active audits relating to potential compensation disparities.

His engagements in wage and hour matters involve allegations relating to "off-the-clock" work, miscalculation of the regular rate of pay, missed meal/rest periods and misclassification of exempt status. Dr. DuMond also specializes in the preparation and analysis of complex electronic databases. He has supported his analysis through declarations, written reports and sworn testimony.

His academic research focuses on employee compensation and selection procedures and has been published in professional peer-reviewed journals, including *Industrial and Labor Relations Review*, *Economic Inquiry*, and the *Journal of Sports Economics*.

EDUCATION

Ph.D., Economics	Florida State University, 1997
M.S., Economics	Florida State University, 1994
B.S., Economics	Florida State University, 1991

PRESENT EMPLOYMENT

Managing Director, Berkeley Research Group, LLC (2022)

PREVIOUS POSITIONS

Managing Director, Secretariat Economists (*formerly Economists Incorporated*), 2014 – 2022
Principal, Charles River Associates, 2009 – 2014
Research Economist, ERS Group, 2001 – 2009

PUBLICATIONS

- “An Easily Implemented and Accurate Model for Predicting NCAA Tournament At-Large Bids,” (With Jay B. Coleman and Allen K. Lynch), *Journal of Sports Analytics*, Vol 2., No. 2, October 2016.
- “Stockwell v. City & County of San Francisco: What it Doesn’t Say about Statistics in Age Discrimination Cases,” (with Kenneth W. Gage), *Daily Labor Report*, Bloomberg BNA, July 2, 2014.
- “Evidence of Bias in NCAA Tournament Selection and Seeding,” (with Jay B. Coleman and Allen K. Lynch), *Managerial and Decision Economics*, Vol. 31, March 2010.
- “An Examination of NBA MVP Voting Behavior: Does Race Matter?” (with Jay B. Coleman and Allen K. Lynch), *Journal of Sports Economics*, Vol. 9, No. 6, December 2008.
- “An Economic Model of the College Football Recruiting Process,” (with Allen K. Lynch and Jennifer Platania), *Journal of Sports Economics*, Vol. 9, No. 1, February 2008.
- “Estimating Wage Differentials: When Does Cost-of-Living Matter?” (with Barry Hirsch and David Macpherson), *Economic Inquiry*, Vol. 37, No. 4, October 1999.
- “Two Essays on Wage Differentials,” Ph.D. Dissertation, Department of Economics, Florida State University, April 1997.
- “Workers Compensation Reciprocity in Union and Nonunion Workplaces,” (with Barry Hirsch and David Macpherson), *Industrial and Labor Relations Review*, Vol. 50, No. 2, January 1997.

Presentations/Professional Meetings

- “Navigating the New Frontier of Steering Claims,” National Industry Liaison Group 2015 Annual Conference, July 2015, New York, NY. (Panel Discussant).
- “Early Mediation of Wage and Hour Claims,” American Conference Institute’s 20th National Forum on Wage and Hour Claims and Class Actions, January 2014, Miami, FL. (Panel Discussant).
- “Prob(it)ing the NCAA: Three Empirical Models on Collegiate Athletics,” (with Allen K. Lynch and Jay B. Coleman), 2005, presented at the SAS M2005 Data Mining Conference. Invited Presentation, Mid-day Keynote Address.

Expert Reports and Testimony

- *Johnny Reynolds v. State of Alabama*. This case involved the termination of a consent decree between the State of Alabama and the U.S. Department of Justice relating to the hiring and promotions of African-American employees. Submitted report and provided testimony at judicial hearing.
- *Audrey D. Finch v. State of Alabama Personnel Department*. Plaintiff alleged that she was denied employment to three positions due to her race. Co-authored a report which evaluates Ms. Finch’s educational attainment and past employment in relation to the required qualifications for the positions.

- Simmons, et al. v. Comerica Bank. This matter involved allegations of additional overdraft fees resulting from changes in debit posting procedures during nightly settlement. Submitted a written report that examined plaintiff's expert's statistical approach and its applicability for purposes of class certification and provided deposition testimony.
- Coordinated Proceedings Special Title, Sutter Health Wage and Hours Cases and Coordinated Actions. These matters involved allegations of missed meal and rest periods for nurses and surgical care technicians at approximately 20 affiliates within the Sutter Health system. Submitted a declaration in relation to the motion for class certification.
- Tammy Garcia v. MAKO Surgical Corporation. This case involved allegations of an unlawful termination due to plaintiff's gender. Submitted a written report that provides estimates of economic loss, arising from differences in base salary, incentive compensation, and stock options.
- Angel Corona v. Time Warner Cable. This matter involved calculation of unpaid overtime due to an alleged improper calculation of the regular rate of pay. Written report submitted.
- Selene Prado v. Warehouse Demo Services, et al. This report detailed the necessary calculations relating to the determination of rest period violations on a class-wide basis and damages relating to the miscalculation of the regular rate of pay for overtime purposes. Submitted a written report in relation to the motion for class certification.
- Victor Guerrero v. California Department of Corrections and Rehabilitation. Plaintiff alleges that he was disqualified from consideration of a Correctional Officer position due to his past usage of a false Social Security number, a pre-employment criteria that allegedly had a disparate impact on Latino applicants. Submitted written reports and provided testimony at deposition and trial.
- Daisy Vazquez and Bryan Joseph, et al. v. TWC Administration, LLC. Plaintiff alleges that putative class members were not properly paid overtime due to the inclusion of non-working hours in the calculation of the regular rate of pay and an improper allocation of commissions to the time periods in which they were earned. Submitted a written report in relation to the motion for class certification.
- Fernando Vega v. Hydraulics International, Inc. Submitted a written report in regards to allegations that non-exempt employees were not paid for all hours they were logged into the timekeeping and project management system.
- Lannden Bower, et al. v. Cycle Gear, Inc. Reviewed payroll and time keeping records to determine if defendant had properly calculated the regular rate of pay. Prepared a written report for purposes of class certification.
- Graciela Galvan v. AMVAC Chemical Corporation. Plaintiffs allege that defendant did not properly calculate the regular rate of pay when paying overtime. Submitted a written declaration showing the economic impact of this practice for the named plaintiff.
- Statement of the U.S. Chamber of Commerce on The Equal Employment Opportunity Commission's Proposed Revisions to the Employer Information Report (EEO-1). Provided two declarations describing the utility and validity of the pay reporting proposal made by the EEOC.
- Kayla Medeiros, Patrick Kim, et al. v. Vortex Financial Management Inc. Submitted a written declaration describing how the number of work hours could be approximated for a group of employees that had been classified as independent contractors.

- Anthony Countroulis, et al. v. Anheuser-Busch LLC. Analyzed the time punches of non-exempt hourly employees relative to their scheduled shift start time and developed a trial plan for purposes of measuring economic damages on a class-wide basis. Submitted a written report and provided deposition testimony.
- Raul Camacho v. Residential Fire Systems, Inc. et al. Analyzed payroll and time keeping documents to ascertain the frequency in which employees' wages exactly matched their piece rate earnings. Also analyzed the patterns of shift start/end times as well as meal periods. Submitted a written report and deposition testimony for purposes of class certification and in support of a motion for summary judgement.
- John Arndt, et al. v. DIRECTV, LLC. et al. Analyzed payroll data and work activity records for technicians and documented the shortcomings of plaintiffs' expert's damage calculations. Submitted a written report and provided deposition testimony.
- Jacquelyne Lamarr and Doretta Wagner, et al. v. Illinois Bell Telephone Company, et al. Analyzed time keeping and payroll data to determine whether employees' work schedules could be used to measure alleged amounts of pre-shift work time. Identified the frequency that employees submitted "exception" events for non-scheduled work time. Submitted a written report for purposes of class certification.
- Yadir A. Ontiveros v. Safelite Fulfillment, Inc. Submitted a written report for purposes of class certification describing how economic damages could be calculated for technicians, following summary judgement rulings.
- Limecca Corbin, et al. v. CFRA LLC. Integrated daily payroll data with time records of when restaurant servers were engaged in tip-generating activities for purposes of evaluating the validity of the tip-credit. Prepared a written report for purposes of class certification.
- Janet Aviles v. BAE Systems Norfolk Ship Repair, Inc., and BAE Systems Ship Repair, Inc. Submitted a written report with estimates of potential economic loss relating to allegation that defendant refused to allow plaintiff to return to work in violation of Title VII of the Civil Rights Act and the Americans with Disability Act.
- Enrique Vazquez, Sergio Alfonso Lopez, and Maria Viveros, individually and on behalf of themselves and others similarly situated, v. Kraft Heinz Foods Company. Submitted a written report in regards to allegations that non-exempt employees were not properly provided with meal periods.
- Miami Association of Fire Fighters, Local 587, of the International Association of Fire Fighters of Miami, Florida v. City of Miami. Reviewed the back pay calculations and identified errors made by plaintiffs' expert in connection with pay reductions made to bargaining unit members following the declaration of financial urgency by the city of Miami.
- Pedro Nativi-Reyes, et al. v. Bio-Nutraceuticals, Inc. Prepared an analysis of timekeeping records and a written report in response to allegations that employees were not provided timely, uninterrupted meal periods.
- Joshua Caudle and Krystle White, et al. v Sprint/United Management Company. Quantified the number of employees affected by an alleged improper commission deduction and the related statutory penalties under California Labor Code Section 226.

- Lisa LoCurto, et al. v. AT&T Mobility Services LLC. Prepared a declaration describing the required number of employees to be sampled in order to obtain a reliable estimate of employees' exemption status.
- Tammy Mosley-Lovings, et al. v. AT&T Corp., et al. Analyzed time keeping and payroll data to determine whether employees' work schedules could be used to measure alleged amounts of pre-shift work time. Identified errors and omissions in opposing expert's report.
- Francisco Perez, et al. v. Sunbelt Rentals, Inc. Compared timekeeping and payroll data in order to determine the number of instances that meal period premium payments were recorded among the "regular" hours worked on employees' wage statements; calculated the associated statutory penalties.
- Noberto Lucero, et al. v. Biagi Bros, Inc. Analyzed timekeeping data as well as driver logs to determine the percent of work shifts in which drivers and non-drivers took uninterrupted meal periods of at least 30 minutes in duration. The analysis also included the identification of errors and omissions in the analyses prepared by the opposing expert. Provided a supporting declaration and deposition testimony.
- Statement of the U.S. Chamber of Commerce on Notice of Proposed Rulemaking (RIN 1250-AA10). Provided a declaration regarding the proposed changes to the OFCCP's use of statistical evidence in the determination of systemic discrimination.
- Mary Crowder, et al. v. Purple Communications, Inc. This matter involved calculation of unpaid overtime due to an alleged improper calculation of the regular rate of pay. Written declaration submitted.
- Amy Staublein, et al. v. Wells Fargo Bank, National Association. Quantified the number of employees and the related statutory penalties under California Labor Code Section 226 relating to the alleged failure to properly describe language differential pay on employees' wage statements.
- Barbara J. Bowlin-Burdick vs. Life Care Centers of America. Quantified the number of work shifts with late meal periods and the number of instances that meal period premium payments were recorded among the "regular" hours worked on employees' wage statements. Submitted a written report and provided deposition testimony for purposes of class certification.
- Gregory Handloser and Cerafin Castillo, et al., vs. HCL Technologies LTD and HCL America, Inc. Plaintiffs' alleged that non-South Asian applicants were discriminated against in hiring decisions and non-South Asian employees were disproportionately terminated. Submitted a written report, supported by deposition testimony, that analyzed decision making patterns in relation to the motion for class certification.
- Erica Moniz, et al. vs. Service King, Inc. and Service King Paint & Body, LLC. Plaintiffs allege that due to a piece rate and commission compensation structure, employees were not properly compensated for rest and recovery periods. Submitted a written report for purposes of class certification describing how economic damages could be calculated for body technicians, painters and service advisors, contingent on a finding of liability.
- Valerie Loy, et al. vs. Rehab Synergies, LLC. Prepared a written report, supplemented by deposition and trial testimony, in response to plaintiffs' expert's calculation of unpaid overtime.

- James Mebane and Angela Worsham, et al., vs. GKN Driveline North America, Inc. Prepared a declaration, supplemented with deposition testimony, describing the effect and patterns stemming from defendant's time-rounding policies.
- Quinton McDonald, et al. vs. Sierra Pacific Industries. Plaintiffs allege that they were not compensated for all time worked. Prepared a written report that describes how monetary damages and related penalties could be calculated, under the assumption of a liability determination. Supported written report through deposition testimony.

EXHIBIT 11