

1 DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
2 ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
3 EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
4 **GAINES & GAINES, APLC**
27200 Agoura Rd., Suite 101
5 Calabasas, CA 91301
Telephone: (818) 703-8985
6 Facsimile: (818) 703-8984

7 Attorneys for Plaintiff Duyen Le, on behalf of himself and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN JOAQUIN**

11 DUYEN LE, on behalf of himself and all
12 “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

13 Plaintiffs,

14 v.

15 RESPONSIBLE METAL FAB., INC., a
16 California corporation, and DOES 1
through 10, inclusive,

17 Defendants.
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CASE No. STK-CV-UOE-2021-934

*Assigned for All Purposes to Judge George J.
Abdallah, Dept. 10A*

UNLIMITED JURISDICTION

**DECLARATION OF EVAN S. GAINES IN
SUPPORT OF STIPULATION AND
[PROPOSED] ORDER APPROVING
SETTLEMENT OF CLAIMS AND
DISMISSING ACTION WITH PREJUDICE**

Complaint Filed: February 2, 2021

1 I, EVAN S. GAINES, hereby declare and state as follows:

2 1. I am an attorney at law duly licensed to practice before all Courts in the State of
3 California and am a senior associate at the law firm of Gaines & Gaines, APLC, attorneys of record
4 for Plaintiff Duyen Le (hereinafter "Plaintiff") in the above-captioned action. I have personal
5 knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could
6 and would competently do so.

7 2. My firm has represented employees in complex employment matters such as this
8 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
9 Court-approved class counsel in dozens of class action matters since my admission to the Bar. A
10 true and correct list of the cases in which our law firm has represented employees in wage and hour
11 matters been appointed as class counsel is attached hereto as Exhibit "C".

12 3. Plaintiff filed this representative action, pursuant to the Labor Code § 2698 *et seq.*,
13 the Labor Code Private Attorneys General Act (hereinafter, "PAGA") on February 2, 2021 alleging
14 multiple violations of the Labor Code, after complying with the administrative requirements set
15 forth in Labor Code § 2699.3 on August 20, 2020. Attached hereto as Exhibit "A" is a true and
16 correct copy of Plaintiff's letter to the California Labor and Workforce Development Agency.

17 4. After commencing the Action, the parties engaged in the exchange of information,
18 along with informal discovery, to investigate the veracity, strength, and scope of the PAGA claims.
19 AS a result of the extensive work performed by both parties, the parties ascertained the size of the
20 aggrieved employee group and the number of pay periods worked by them during the applicable
21 statutory period to ascertain the total value of Plaintiff's representative claims.

22 5. The parties thereafter engaged in arm's-length negotiations. As a result of the
23 extensive work performed by both parties, on January 29, 2021, the parties reached a resolution
24 of the PAGA claims asserted in the action and executed a written Settlement Agreement. Based
25 on discovery completed, the maximum value of the penalty claims asserted for the time period
26 reviewed, without stacking multiple alleged violations, is \$303,000 and the amount of the
27 settlement is \$300,000, or nearly 100% of the maximum recoverable penalties (based on
28

1 approximately 3,030 affected pay periods worked by 68 Aggrieved Employees at the rate of \$100
2 each, without stacking penalties). Based on my experience as noted above, the PAGA settlement is
3 a substantial recovery in light of the claims alleged, the risk of prevailing on the merits of the
4 claims, the risk the Court would apply its discretion to award less than the maximum potential
5 penalty award, the narrow scope of the release (only PAGA claims premised on specified Labor
6 Code violations), and the substantial payment to be made to the LWDA. This is a stellar result
7 which is by any measure fair and reasonable, thereby warranting approval by the Court.

8 6. The parties have entered into a settlement agreement to resolve the PAGA claim on
9 behalf of all persons employed by Defendant Responsible Metal Fab, Inc. in California between
10 August 20, 2019 and the date the Court approves their Settlement Agreement and Release. Attached
11 hereto as Exhibit "B" is a true and correct copy of the Settlement Agreement and Release.

12 I declare, under penalty of perjury, under the laws of the State of California, that the
13 foregoing is true and correct. Executed this 22nd day of February 2021 at Calabasas, California.
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15 *Evan S. Gaines*
16 EVAN S. GAINES
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EXHIBIT A

GAINES & GAINES

A PROFESSIONAL LAW CORPORATION

WWW.GAINESLAWFIRM.COM

27200 AGOURA ROAD, SUITE 101
CALABASAS, CALIFORNIA 91301

PHONE (818) 703-8985
FAX (818) 703-8984

August 20, 2020

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Responsible Metal Fab., Inc.
1256 Lawrence Station Road
Sunnyvale, CA 94089

Defendant mailed certified #70171070000055472406

Agent for Service of Process:
Peter R. Goglia
2051 Ridgewood Road
Alamo, CA 94507

Agent mailed certified #70171070000055472390

Re: ***Labor Code Violations of Responsible Metal Fab., Inc. – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Duyen Le, a former non-exempt California employee of Responsible Metal Fab., Inc. ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Herein, we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California employees ("Aggrieved Employees").

Our client alleges that he and other non-exempt Aggrieved Employees worked a 4/10 alternative workweek schedule while working for Defendant. An alternative work schedule ("AWS") refers to a compressed or flexible work schedule, as provided for in Labor Code § 511. However, because an AWS requires employees to waive their right to receive overtime, employers may not impose them unilaterally and must comply with all criteria for a proper election by affected employees set forth in the applicable Industrial Welfare Commission's Wage Order(s). Specifically, the wage orders require compliance with each and every of the following steps in order for a company to lawfully implement an AWS:

- The proposal must be in the form of a written agreement from the employer;
- The employer must disclose, in writing, to affected employees, the effects of the proposed arrangement on the employees' wages, hours and benefits. If 5% or more of the affected employees speak a language other than English, the disclosure must be provided in that language;
- A duly noticed meeting must be held at least 14 days prior to the secret ballot vote;

- Notice of the election results must be provided to the California Division of Labor Statistics and Research; and
- There must be a 30-day waiting period between the election and implementation of the AWS.

Cal. Code Regs., tit. 8 §11010, subd. 3(C)(3)).

Defendant does not have an election on file with the Department of Industrial Relations and accordingly has failed to comply with the requirements of Cal. Code Regs., tit. 8 §11010, subd. 3(C)(3)). As a result, Plaintiff and other non-exempt California employees are owed overtime wages when they worked over 8 hours in one workday and over 40 hours in one workweek, in violation of Labor Code §§ 510, 511, 558, and 1194 and IWC Wage Order 1-2001.

Our client also alleges that Defendant failed to issue accurately itemized wage statements to Aggrieved Employees, in violation of Labor Code §§ 226(a) and 226.3. As a result of Defendant's failure to pay our client and non-exempt Aggrieved Employees all overtime pay as stated above, the wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), and net wages earned, in violation of Labor Code § 226(a)(5). Separately, the wage statements issued to our client and other Aggrieved Employees failed to set forth the inclusive dates of the period for which the employee was paid, in violation of Labor Code §§ 226(a)(6) and 226.3, because they failed to list the pay period start and end dates. The wage statements list our client's entire social security number, instead of only the last four digits of his social security number or an employee identification number, in violation of Labor Code §§ 226(a)(7) and 226.3. The wage statements also failed to list the address of the legal entity that employed our client and other Aggrieved Employees, in violation of Labor Code §§ 226(a)(8) and 226.3. The wage statements also failed to list any rates of pay, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to pay him and other non-exempt Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and non-exempt Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202. Furthermore, Defendant failed to pay our client his final wages immediately on the date of his termination, in violation of Labor Code § 202. This is alleged on behalf of our client and other Aggrieved Employees.

The \$75 PAGA filing fee has been mailed to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorney to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Labor & Workforce Development Agency
Responsible Metal Fab., Inc.
Peter R. Goglia
August 20, 2020
Page 3

Our office awaits your response.

Very truly yours,

GAINES & GAINES
A Professional Law Corporation

By: *Sepideh Ardestani*
SEPIDEH ARDESTANI

EXHIBIT B

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Duyen Le v. Responsible Metal Fab, Inc.

(San Joaquin County Superior Court, Case Number STK-CV-UOE-2021-934)

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this Private Attorneys General Act (Labor Code § 2698 *et seq.*) Settlement Agreement (“**Agreement**”).

This Agreement is made by and between Defendant Responsible Metal Fab, Inc. (“**RMF**”), Plaintiff Duyen Le (“**Plaintiff**”), for himself, individually, and on behalf of the State of California, and the law firms defined below as “Plaintiff’s Counsel” and “Defense Counsel.” (RMF, Plaintiff and Aggrieved Employees, as defined herein, are sometimes collectively referred to as the “**Parties**”). This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that the Litigation shall be, and hereby is, ended, settled, resolved, and concluded by agreement of RMF to pay the total gross sum of Three Hundred Thousand U.S. Dollars and no cents (\$300,000.00) (hereinafter referred to as the “**Settlement Sum**”) for settlement of the Private Attorneys General Act (“**PAGA**”) penalties, which shall be inclusive of Plaintiff’s Counsel’s attorneys’ fees and costs and the settlement administrator’s fees and costs, any tax obligations of RMF and Plaintiff’s individual claims.

Article I.

Definitions.

Section 1.01 **Definitions.**

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “**Aggrieved Employees**” means all persons employed by Responsible Metal Fab, Inc. in California between August 20, 2019 and the date the Court approves this Agreement. RMF represents and warrants that there are no more than 68 Aggrieved Employees who worked no more than 3,030 pay periods during this time period.
- (b) “**Complaint**” means the operative Complaint filed by Plaintiff on February 2, 2021 in San Joaquin County Superior Court, Case No. STK-CV-UOE-2021-934. This action is referred to as the “**Litigation.**”
- (c) “**Court**” means the Superior Court for the State of California, County of San Joaquin.

- (d) **“Defense Counsel”** or **“Counsel for RMF”** is:

April S. Glatt, Esq.
Nicholas A. Gioiello, Esq.
CHAUVEL & GLATT, LLP
april@chauvellaw.com
nick@chauvellaw.com
66 Bovet Road, Suite 280
San Mateo, CA 94402

- (e) **“Effective Date”** means the date the Court enters the order approving the settlement of the PAGA penalties as described in this Agreement.

- (f) **“Plaintiff’s Counsel”** is:

Alex P. Katofsky, Esq.
Daniel F. Gaines, Esq.
GAINES & GAINES, APLC
attorneys@gaineslawfirm.com
27200 Agoura Road, Suite 101
Calabasas, CA 91301

- (g) **“Release Period”** means the time period August 20, 2019 through the date the Court enters the order approving the settlement of the PAGA penalties as described in this Agreement and dismissed the Litigation with prejudice.

- (h) **“Released Claims”** means any and all claims and/or causes of action under the California Private Attorneys General Act alleged in the Action, or which could have been alleged in the Action based on the facts and claims alleged therein, including but not limited to alleged violations of Labor Code §§ 201-203, 226(a), 226.3, 226.7, 510, 511, 512, 558, 1194 and 2802.

- (i) **“Released Parties”** means RMF and its past, present, and future representatives, directors, officers, employees, agents, attorneys, affiliates, members and shareholders, as well as all parent companies, affiliated companies, subsidiary companies, affiliates, client(s), client(s) facilities, consultants, agents, attorneys, predecessors, assignors, and/or assigns. Notwithstanding the Released Parties stated herein this subsection 1.01(i), for avoidance of doubt, nothing in this Agreement is intended to release Dan Martin, Michelle Bieser Martin, Candelario Arreola, Rafael Grimaldo and Jose Vargas (individually or collectively referred to as **“Sellers”**) as it relates to the indemnification of RMF by Sellers based on the Stock Purchase Agreement, dated February 14, 2019.

- (j) **“Settlement Administrator”** means the third-party administrator agreed upon by Parties to administer this Settlement, ILYM Group, Inc.

Article II.

Background.

Section 2.01 Background.

- (a) On or about August 12, 2020, Duyen Le transmitted a letter to the Labor & Workforce Development Agency and RMF in compliance with the exhaustion requirements of PAGA, articulating claims related to unpaid and unlawful deductions from wages, uncompensated meal and rest period premium wages, inaccurate wage statements, failure to reimburse expenses, and untimely payment of all wages at separation of employment.
- (b) February 2, 2021, Duyen Le filed a Complaint in the Superior Court of the State of California for the County of San Joaquin, entitled *Duyen Le, et al. v. Responsible Metal Fab, Inc., et al.*, case number STK-CV-UOE-2021-934. The Litigation was brought by Duyen Le, on behalf of the State of California and other aggrieved employees, as a PAGA action based on violations of Labor Code §§ 201-203, 226(a), 226.3, 226.7, 510, 511, 512, 558, 1194 and 2802.
- (c) During a period of time between October, 2020 and January 2021, during which the statute of limitations was tolled by agreement, the Parties engaged in discovery and fully shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the Litigation and potential defenses thereto. The Parties have reached this Settlement only after discovery and investigation was performed.
- (d) RMF disputes and denies any liability or wrongdoing of kind associated with the claims alleged in this matter. RMF contends, among other things, that it complied at all times with the local, state, and federal laws, and that the claims alleged in this matter are without merit. Further, RMF denies Plaintiff, individually and as a representative of the Aggrieved Employees, is owed any wages, penalties, or expense reimbursements, as alleged, but does recognize that litigation will be protracted and expensive. As a result, RMF has agreed to pay a reasonable amount in order to resolve this matter.
- (e) The Parties believe and agree that this Agreement provides a fair, adequate, and reasonable resolution of Plaintiff's potential individual claims and the PAGA claims after doing their own independent investigations and evaluations of the claims alleged in this matter. The parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.
- (f) This Settlement Agreement contemplates the (a) entry of an order by the Court approving the payment allocated for settlement of the PAGA penalties; (b) dismissal of the Litigation with prejudice; (c) Agreement being binding on Plaintiff, individually, and all Aggrieved Employees for the Release Period; and (d) all parties bearing their respective fees and costs except as expressly provided in this Agreement.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining through an unopposed motion an Order from the Court approving the payment of PAGA penalties as described in this Agreement at the earliest possible date. Plaintiff's Counsel shall request and be paid up to \$120,000.00 for attorneys' fees and for reimbursement of litigation costs from the Settlement Sum, and RMF will not oppose these requests. Plaintiff Le shall request and be paid up to \$10,000.00 as a general release payment from the Settlement Sum for his individual claims which has been separately and specifically negotiated with Plaintiff Le for his full general release of RMF. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of the payment of PAGA penalties as described in this Agreement.

Section 3.02 Court Approval.

The Parties will seek to obtain the Court's approval of the payment of PAGA penalties as described in this Agreement by way a stipulation and order to be filed by Plaintiff's counsel as soon as practicable following the execution date of this Agreement but no later than twenty (20) calendar days thereafter. Plaintiff's Counsel and Defense Counsel will jointly lodge this Agreement with the Court for its approval. The Court's approval of the payment of PAGA penalties as described in this Agreement shall be embodied in a written Order. Should the Court not grant approval of the payment of PAGA penalties as described in this Agreement, then the entirety of this Agreement shall be null and void.

Section 3.03 Settlement Administration.

For the purposes of this Settlement, the Parties stipulate and agree that ILYM Group, Inc. shall be retained to serve as Settlement Administrator and shall administer the Settlement Sum under this Agreement pursuant to the terms outlined below.

Section 3.04 Notice to Aggrieved Employees.

(a) Notice to Aggrieved Employees.

Notice shall be provided to the Aggrieved Employees in the following manner:

- (1) No later than fifteen (15) calendar days after the Effective Date, RMF shall confidentially provide the settlement administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee, the last known address for each Aggrieved Employee,

each Aggrieved Employee's social security number, and the number of pay periods worked by each Aggrieved Employee during the Release Period. The Settlement Administrator shall run all the addresses provided by RMF through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to verify and/or obtain current address information.

- (2) No later than fifteen (15) calendar days after the first installment payment has been paid by RMF, the settlement administrator shall mail the Notice of PAGA Settlement (attached hereto as Exhibit "A") to all Aggrieved Employees, together with their settlement checks representing a pro rata share of the first installment payment, by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices to the settlement administrator. For each Notice of PAGA Settlement that is returned as undeliverable, the settlement administrator shall promptly attempt to locate the Aggrieved Employee by using an address refresher database. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Aggrieved Employee involved and will then perform a single re-mailing. Concurrently, the settlement administrator shall mail the LWDA its pro rata share of the first installment payment. The Settlement Administrator shall mail each Aggrieved Employee and the LWDA their pro rata shares of each subsequent installment payment no later than fifteen (15) calendar days following receipt from RMF.
- (3) All costs incurred by the settlement administrator in connection with the current settlement, including mailing of the Notice of PAGA Settlement described herein, whether foreseen or not, shall be paid out of the Settlement Sum. These costs shall not exceed \$10,000.00; to the extent they exceed this amount, they shall be paid from the Net Settlement Amount (as defined herein); to the extent they fall below this amount, they shall be added to the amount distributable to the Aggrieved Employees and the LWDA.

Section 3.05 Settlement Payment Procedures.

(a) Deposit of Settlement Sum with Settlement Administrator

RMF shall issue the total gross amount of Three Hundred Thousand Dollars and zero cents (\$300,000.00) to Plaintiff, the Aggrieved Employees, and their attorneys in as full and final Settlement of this matter ("**Settlement Sum**").¹ RMF shall pay the Settlement Sum as follows:

¹ The parties attribute Two Hundred Seventy-One Thousand Dollars and no cents (\$271,000.00) of the total gross amount of \$300,000 as penalties, attorneys' fees and costs resulting from a violation of Cal. Lab. Code Section 226 *et. seq.*

(i) a payment of Fifty Thousand Dollars and no cents (\$50,000.00) will be paid to the Settlement Administrator, ILYM Group, Inc., by the later of June 15, 2021 or the Effective Date;

(ii) a payment of Forty Thousand Dollars and no cents (\$40,000.00) will be paid to the Settlement Administrator, ILYM Group, Inc., no later than December 15, 2021.

(iii) a payment of Sixty Thousand Dollars and no cents (\$60,000.00) will be paid to the Settlement Administrator, ILYM Group, Inc., no later than June 15, 2022.

(iv) a payment of Sixty Thousand Dollars and no cents (\$60,000.00) will be paid to the Settlement Administrator, ILYM Group, Inc., no later than December 15, 2022.

(v) a final payment of Ninety Thousand Dollars and no cents (\$90,000.00) will be paid to the Settlement Administrator, ILYM Group, Inc., no later than December 31, 2022.

RMF can pay any additional amount toward the Settlement Sum to the Settlement Administrator in any installment payment which will be deducted from the next installment payment and the total amount due, if such additional payments are made. The installment payments shall be deposited into a Qualified Settlement Fund ("QSF") within the meaning of Section 468B-1 of the United States Treasury Regulations. The Settlement Administrator shall be responsible for arranging for the establishment of a QSF in order to effectuate the disbursement of the Settlement Sum to the State of California Labor and Workforce Development Agency, to Aggrieved Employees, to Plaintiff, and to Plaintiff's Counsel in the manner and within the times periods described herein. The Settlement Administrator will inform RMF of the QSF in order for RMF to deposit the monthly payments as directed herein. Any delay in payment due to delay on the Settlement Administrator's side to open or inform RMF of the QSF does not constitute breach of this Agreement.

(b) Payment of PAGA Penalties.

The total sum available for payment of PAGA penalties shall be calculated by deducting Plaintiff's counsel's fees and costs (\$120,000.00), Plaintiff Le's general release payment (\$10,000.00), and the costs of administration referenced in Section 3.04(a)(3) above (no more than \$10,000.00) from the Settlement Sum (this will yield the "Net Settlement Amount," which is estimated to be approximately \$160,000.00).

Seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA; the remaining twenty-five percent (25%) of the Net Settlement Amount (the "Employee Net Settlement Amount") shall be paid to Aggrieved Employees pro rata based on the number of pay periods worked during the Release Period. **100% of the PAGA payments are considered penalties and will not be subject to local, state or federal tax withholdings.** All Aggrieved Employees who cash their settlement check may receive an IRS Form 1099 their portion of the settlement, if deemed required by the settlement administrator (in compliance with IRS guidelines).

The Parties acknowledge that the Settlement Sum is adequate consideration for this Agreement.

The settlement checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) days after issuance. Thereafter, all uncashed checks shall be transmitted to the LWDA.

The Settlement Administrator will send a declaration to Plaintiff's counsel attesting to the distribution of PAGA funds to the Aggrieved Employees within ten (10) calendar days of the final distribution at Gaines & Gaines, APLC, 27200 Agoura Road, Suite 101 Calabasas, CA 91301.

If any interest accrues on the Settlement Sum while under the control of the QSF and/or Settlement Administrator, the aggregate total of such interest shall be distributed to Aggrieved Employees and included in the Aggrieved Employee Payments on a pro rata basis.

(c) Tax Treatment of Settlement Sum.

The Settlement Administrator shall be responsible for preparation and issuing all necessary IRS form 1099s, including to Plaintiff's counsel, who shall assume full responsibility and liability for the payment of taxes due on the payments to Plaintiff's Counsel. Aggrieved Employees are solely responsible for all appropriate taxes due and any penalties assessed on any and all amounts paid to them under this Agreement. Aggrieved Employees shall hold the parties free and harmless from any claims resulting from treatment of such payments, including the treatment of such payment as not subject to withholding or deduction for payroll and employment taxes. Aggrieved Employees assume full responsibility and liability for the payment of taxes due on their individual shares of the Settlement Sum. Nothing in this Settlement is intended to constitute legal or tax advice regarding local, state, or federal tax obligations and the parties make no representations or warranties with respect to the tax consequences of any payment under this Agreement.

(d) Attorneys' Fees and Costs, General Release Payment, and Settlement Administration Expenses.

Within five (5) calendar days of receipt of each installment of the Settlement Sum by the settlement administrator from RMF, the settlement administrator shall pay Plaintiff's Counsel a pro rata share of its attorney's fees and costs, Plaintiff a pro rata share of his individual general release payment, and itself a pro rata share of its administration fees.

(e) Settlement Administrator Declaration of Compliance.

After the Court approves this Agreement and the Settlement Sum is paid in full to the Settlement Administrator, Plaintiff agrees to file the declaration attesting to the distribution of PAGA funds received by the Aggrieved Employees from the Settlement Administrator with the Court within five (5) calendar days of receipt of the declaration from the Settlement Administrator.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by RMF of any liability whatsoever, or as admission by RMF of any violations of Plaintiff's or the Aggrieved Employees' rights, violation of any order, law, statute, duty or contract whatsoever. RMF specifically disclaims any liability to Plaintiff, the Aggrieved Employees, or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

Section 4.03 Nullification.

Payment of the Settlement Sum is conditioned on the Court's approval of this Agreement. To comply with the requirements of Lab. Code Section 2699(l), Plaintiff shall prepare and submit, after RMF's approval, a Stipulation and Order to Approve Settlement Pursuant to the Private Attorneys General Act, together with a supporting declaration, within the time frames required by this Agreement. However:

- (a) If the Court should for any reason fail to approve the payment of PAGA penalties as described in this Agreement, then the Parties shall request leave and work jointly to attempt to revise the Agreement consistent with the Court's expressed concerns, if any, in order to obtain the Court's approval. In the event that the Court does not finally approve the settlement contained herein: (a) this Agreement shall be considered null and void, (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect, and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.
- (b) Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

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Article V.

Release and Waiver of Claims.

Section 5.01 Release by Aggrieved Employees.

Upon entry of the Order approving payment of the PAGA penalties as described in this Agreement, and subject to RMF's full payment of the Settlement Sum, Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims that arose during the Release Period.

Section 5.02 Release by Duyen Le.

Upon the Effective Date and subject to RMF's full payment of all sums required by this Settlement, Plaintiff Duyen Le shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, arising through the Effective Date, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief arising from or related to his employment with RMF. These claims include, but are not limited to, the Released Claims, as well as any other claims under any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under local, state, or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code §§ 12940 *et seq.*; the Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; and all of their implementing regulations and interpretive guidelines. With respect to these released claims as described in this Section, Plaintiff Le shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits she may otherwise have had pursuant to Section 1542 of the California Civil Code, which provides 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, which if known by him or her must have materially affected his or her settlement with the debtor or released party.

Plaintiff understands and acknowledges that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if he should eventually suffer injury arising out of or pertaining to the employment relationship or, where applicable, its termination through the Effective Date, he will be unable to make any claim for those injuries. Furthermore, Plaintiff acknowledges that he consciously intends these consequences even as to claims for injuries that may exist as of the Effective Date but which he does not know exist and which, if known, would materially affect his decision to execute this Agreement, regardless of whether their lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

Article VI.

Miscellaneous Provisions.

Section 6.01 Notice, Default, Cure, Acceleration, Time is of the Essence.

If any required installment payment is not received on the date due, RMF shall be in default of its obligations under this Agreement. Plaintiff shall e-mail notice of the default to RMF's Counsel at the e-mail addresses listed in paragraph 1.01(d) above. RMF will then have seven (7) business days from the date notice is e-mailed to cure the default. If the default remains uncured for seven (7) business days from the date notice is sent, then all sums remaining unpaid under this Agreement shall be accelerated and become all due and payable and begin to accrue interest at the legal rate. Plaintiff may thereafter move the Court to enforce this Agreement and enter judgment consistent herewith, pursuant to Code of Civil Procedure section 664.6. Time is of the essence with respect to all provisions of this Agreement.

Section 6.02 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity. All Parties acknowledge that they had the opportunity to consult with legal counsel prior to entering into this Agreement.

Section 6.03 No Other Actions.

Plaintiff represents that he has not filed any complaints, claims, or actions against RMF with any court or administrative agency. If any agency or court has or assumes jurisdiction of any complaint, claim, or action against RMF on behalf of Plaintiff, Plaintiff will request that agency or court to withdraw from or dismiss the matter with prejudice.

Section 6.04 Non-Disparagement.

Plaintiff agrees to not make, or encourage anyone else to make, any disparaging words, comments, or remarks, verbally or in writing, or engage in any conversation that disparages RMF and RMF's Released Parties in any way. This includes, but is not limited to, any negative or

disparaging comments, posts, review, opinions, or the like on any social media platform whatsoever at any time presently or in the future.

Section 6.05 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, RMF and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 6.06 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 6.07 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 6.08 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 6.09 Waiver of Compliance.

Any failure of any Party, hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.10 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all

of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 6.11 Necessary Acts.

The Parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

Section 6.12 Electronic Imaging and Signature.

The Parties intend to allow for the electronic imaging and storage of this Agreement, and the admissibility into evidence of such an image in lieu of the original paper version of this Agreement. The Parties stipulate that any computer printout of any such image of this Agreement shall be considered to be an "original" under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties further warrant that all DocuSign and/or SignRequest signatures were authorized by the parties to this Agreement and carry the same weight and legal effect as any wet ink signatures. Any party using DocuSign and/or SignRequest waives any claim that the signature affixed to their name is not authentic for purposes of approval and authorization in the understanding or execution of this Agreement. The Parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of this Agreement because of the fact that such image was stored or handled in electronic form. The Parties agree to allow the use of DocuSign and/or SignRequest, an electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code Section 1633.7. Electronic signatures shall be deemed originals.

Section 6.13 Attorneys' Fees and Costs.

Except as expressly provided herein, RMF and Plaintiff shall each bear their own attorney's fees and costs, including attorney's fees in connection with the negotiation and execution of this Agreement other than those included in the total Settlement Amount stated herein and those which may be recoverable for any breach by either Party of this Agreement.

Section 6.14. Ambiguity.

In the event of an ambiguity under this Agreement, such ambiguity shall not be construed against either Party, as this Agreement has been negotiated at arm's length between the Parties and the Parties have sought and been advised by counsel.

Section 6.15 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court

or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 6.16 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 6.17 Continuing Jurisdiction.

The Parties agree that upon the occurrence of the dismissal of this case pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

Section 6.18 Successors and Assigns.

The provisions of this Agreement shall be binding upon and inure to the benefit of the respective Parties and their heirs, executors, administrators, agents, representatives, successors, and assigns.

[SIGNATURES ON THE FOLLOWING PAGE]

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PLAINTIFF ACKNOWLEDGES THAT HE HAS CONSULTED WITH AN ATTORNEY BEFORE SIGNING THIS RELEASE.

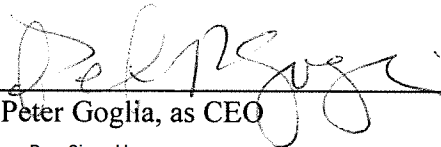
THE PARTIES ACKNOWLEDGE THAT THEY HAVE EXECUTED THIS SETTLEMENT AGREEMENT FREELY AFTER INDEPENDENT INVESTIGATION AND WITHOUT FRAUD OR UNDUE INFLUENCE. THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS SETTLEMENT AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN AND INTEND TO BE BOUND BY ALL OF ITS TERMS.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

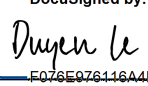
APPROVED AND ACCEPTED.

Dated: Jan 29, 2021

RESPONSIBLE METAL FAB, INC.

By 
Peter Goglia, as CEO

Dated: January 29, 2021

DocuSigned by:
By 
F076E976116A4B3
Duyen Le, individually

Dated: January 29, 2021

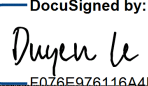
DocuSigned by:
By 
F076E976116A4B3
Duyen Le, as the PAGA representative

EXHIBIT A

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

DUYEN LE, on behalf of himself and all
“aggrieved employees” pursuant to Labor
Code § 2698, et seq.,

Plaintiff,

v.

RESPONSIBLE METAL FAB, INC., a
California corporation, and DOES 1
through 10, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-934

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as a person employed by Responsible Metal Fab, Inc. (“RMF”) in California between August 12, 2019 and _____. (“Aggrieved Employee”).

On February 2, 2021, Duyen Le (the “Plaintiff”) commenced a lawsuit in San Joaquin County Superior Court, Case No. STK-CV-UOE-2021-934 (the “Lawsuit”) to recover civil penalties against RMF. In the Lawsuit, Mr. Le alleges claims against RMF for unpaid and unlawful deductions from wages, uncompensated meal and rest period premium wages, inaccurate wage statements, failure to reimburse expenses, and untimely payment of all wages at separation of employment. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”). Plaintiff is solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the Private Attorneys General Act (“PAGA”), such that 75% of the penalties collected will be paid to the LWDA.

RMF denied and continues to deny Plaintiff’s allegations and disputes all of Plaintiff’s claims and maintains it was in compliance with the California Labor Code at all times. The Lawsuit was litigated and following an investigation and a mediation before a third-party mediator, the Parties reached a settlement which takes into account the uncertainties, challenges and risks of proceeding with litigation.

The San Joaquin Superior Court approved the settlement on _____ and has determined that the settlement is fair and reasonable. The Court has not made a determination

about Plaintiff's allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. The payment which accompanies this notice is the first of five which are being made to you pursuant to the terms of the Settlement. You are receiving a pro rata share of the settlement, calculated by taking the number of pay periods you worked during the time period from August 20, 2019 and _____, and dividing that by the total number of pay period worked by all Aggrieved Employees during the time period from August 20, 2019 and _____.

You, [Employee Name], worked <<Pay Periods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is [insert].

As a result, your individual PAGA payment is estimated to be <<Check Amount>>. You will be paid in approximately five installments between now and January, 2023; the payment attached to this notice is your first payment. If you move, contact the Settlement Administrator, ILYM Group, Inc., at [address], [phone] to update your mailing address to ensure future payments are sent to the proper address.

The Court-approved settlement contains the following release of claims, to which you are bound:

Plaintiff, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties (defined as Responsible Metal Fab, Inc. and its past, present, and future representatives, directors, officers, employees, agents, attorneys, affiliates, members and shareholders, as well as all parent companies, affiliated companies, subsidiary companies, affiliates, client(s), client(s) facilities, consultants, agents, attorneys, predecessors, assignors, and/or assigns, except the Sellers) from the Released Claims (defined as any and all claims and/or causes of action under the California Private Attorneys General Act alleged in the Action, or which could have been alleged in the Action based on the facts and claims alleged therein, including but not limited to alleged violations of Labor Code §§ 201-203, 226(a), 226.3, 226.7, 510, 511, 512, 558, 1194 and 2802) that arose during the Release Period (August 20, 2019 through the Effective Date of this Settlement, specifically _____).

If you have any questions, you may contact the settlement administrator, ILYM Group, Inc, at [Insert Contact Information]:

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

ILYM Group, Inc. has been chosen as the Settlement Administrator in this matter. A Settlement Administrator is a third-party entity appointed by the Court to handle the settlement claim

process. As Settlement Administrator, ILYM, Inc. is responsible for distributing this Notice and paying out your settlement payment pursuant to the Settlement. You may call the ILYM Group, Inc. toll free at 1 [(888) insert] with any questions.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the LWDA. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT C

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

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Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

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Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

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Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Los Angeles State of California. I am over the age of 18 and not a party to the
3 within action; my business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301

4 _____ (For messenger) my business address is:

5 On February 24, 2021, I served the foregoing document described **DECLARATION OF EVAN S. GAINES**
6 **IN SUPPORT OF STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF CLAIMS**
7 **AND DISMISSING ACTION WITH PREJUDICE** on the interested parties in this action by placing a true copy
8 thereof enclosed in sealed envelopes addressed as follows:

9 **April S. Glatt, Esq.**
10 **Nicholas A. Gioiello, Esq.**
11 **Chauvel & Glatt, LLP**
12 **66 Bovet Road, Suite 280**
13 **San Mateo, CA 94402-3127**

14 On the above date:

15 ☒ (BY X U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
16 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing
17 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of
18 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage
19 meter date is more that one day after date of deposit for mailing in affidavit.

20 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
21 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized
22 carrier or driver authorized by the express carrier to receive documents.

23 _____ (BY FACSIMILE TRANSMISSION) On _____, at _____ a.m./p.m., at Calabasas, California, I
24 served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008
25 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the
26 telephone number(s) of the receiving facsimile machine was (____) ____-____. A transmission report was properly
27 issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of
28 the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

_____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-
delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

_____ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic
transmission via email on the counsel of record listed above.

I certify that the above document was printed on recycled paper.

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

Executed on February 24, 2021, at Calabasas, California.

25 Beatriz Franco
26 BEATRIZ FRANCO