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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – POMONA COURTHOUSE**

PORFIRIO LANDEROS, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act,

Plaintiff,

vs.

ALLFAST FASTENING SYSTEM, an
unknown business entity; TRIMAS
CORPORATION; an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 20PSCV00807

Honorable Peter A. Hernandez
Department O

**DECLARATION OF EDWIN
AIWAZIAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LAB. CODE § 2698, *ET SEQ.*)
SETTLEMENT AGREEMENT AND
AWARD OF PLAINTIFF'S COUNSEL'S
PAYMENT, ENHANCEMENT AWARD,
AND SETTLEMENT
ADMINISTRATION FEE**

[Notice of Motion and Motion for Approval
of Private Attorneys General Act (Cal. Lab.
Code § 2698, *Et Seq.*) Settlement
Agreement and Award of Plaintiff's
Counsel's Payment, Enhancement Award,
and Settlement Administration Fee;
Declaration of Plaintiff (Porfirio Landeros);
and [Proposed] Order and Judgment filed
concurrently herewith]

Reservation ID: 284349067627
Date: March 9, 2023
Time: 9:30 a.m.
Department: O

Complaint Filed: November 18, 2020
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwazian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers for Justice, PC, attorneys of record for Plaintiff Porfirio Landeros ("Plaintiff"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal education and training in dispute resolution and negotiation from the *Straus Institute for Dispute Resolution* as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the *Los Angeles County Superior Court*. In October of 2000, I obtained a Litigation Paralegal Certificate from *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by *Girardi & Keese*.

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2 5. At *Girardi & Keese*, my practice focused on massive class actions and other
3 complex cases involving toxic torts and products liability. In addition, I gained substantial
4 experience on cases involving insurance bad faith, premises liability, and medical negligence.
5 While employed by *Girardi & Keese*, I argued approximately 100 motions, took or defended
6 approximately 150 depositions, and prepared dozens of expert witnesses for deposition and/or
7 trial.

8 6. Since its inception, in or around October of 2008, Lawyers *for* Justice, PC has
9 almost exclusively focused on the prosecution of consumer and employment representative and
10 class actions, involving wage-and-hour claims, race discrimination, unfair business practices or
11 consumer fraud. Currently, Lawyers *for* Justice, PC is attorney of record in well over a dozen
12 employment-related putative class actions and representative actions in both state and federal
13 courts in the State of California. Lawyers *for* Justice, PC has successfully litigated cases
14 involving the executive, administrative, and other overtime exemptions to the State of California
15 and federal overtime compensation requirements. During this relatively short time, in
16 association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on
17 behalf of thousands of individuals in California.

18 **EXAMPLES OF RESULTS IN REPRESENTATIVE AND CLASS ACTION CASES**

19 7. What follows are just a few examples of the type of results Lawyers *for* Justice,
20 PC (“LFJ”) has achieved on behalf of its clients:

21 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class action against a major property management company involving allegations
23 of misclassification of various “manager” positions. On September 20, 2010, the court granted
24 final approval of the class action settlement. The Los Angeles County Superior Court Case
25 Number is BC400414.

26 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a national retailer of household items involving allegations of
28 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court

1 granted final approval of the class action settlement. The Los Angeles County Superior Court
2 Case Number is BC413498.

3 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
4 wage-and-hour class action against a national property management company involving
5 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
6 granted final approval of the class action settlement. The Los Angeles County Superior Court
7 Case Number is BC430918.

8 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
9 wage-and-hour class action against a national retailer involving allegations of misclassification
10 of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
11 certification. On August 26, 2013, the court granted final approval of the class action settlement.
12 The Los Angeles County Superior Court Case Number is BC424012.

13 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a bank, involving allegations of
15 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
16 granted final approval of the class and PAGA representative action settlement. The Kern County
17 Superior Court Case Number is S-1500-CV-273194-LHB.

18 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
19 wage-and-hour class and PAGA representative action against a national wholesale distributor of
20 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
21 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
22 representative action settlement. The Sacramento County Superior Court Case Number is 34-
23 2012-00136285.

24 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
25 wage-and-hour class action against a multinational corporation that provides global workplace
26 solutions, involving allegations of misclassification of the “Operations Manager” position. On
27 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
28 County Superior Court Case Number is BC478769.

1 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
2 wage-and-hour class and PAGA representative action against a national retailer of household
3 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
4 final approval of the class and PAGA representative action settlement. The San Francisco
5 County Superior Court Case Number is CGC-13-532344.

6 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
7 wage-and-hour class and PAGA action involving allegations of misclassification of the salaried
8 residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s
9 motion for class certification. On October 20, 2017, the court granted final approval of the class
10 and PAGA representative action settlement. The Los Angeles County Superior Court Case
11 Number is BC474784.

12 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a national retailer of upscale
14 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the
15 court granted final approval of the class and PAGA representative action settlement. The Los
16 Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial
17 Council Coordination Proceeding Number is 4794.

18 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class action against a national retailer of apparel and fashion accessories, on
20 behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the
21 class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

22 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
24 involving allegations of misclassification of the “Department Manager” position. On August 12,
25 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class.
26 On August 6, 2019, the court granted final approval of the class action settlement. The Alameda
27 County Superior Court Case Number is RG13680477.

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1 m) LFJ represented the plaintiff in a PAGA representative action against a
2 real estate and property management company, on behalf of non-exempt employees. On
3 November 4, 2016, the court granted approval of the PAGA representative action settlement. The
4 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

5 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of
7 non-exempt employees. On November 18, 2016, the court granted final approval of the class and
8 PAGA representative action settlement. The San Francisco County Superior Court Case Number
9 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

10 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
11 representative action against a foodservice distributor, on behalf of non-exempt employees. On
12 January 26, 2017, the court granted final approval of the class and PAGA representative action
13 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

14 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
15 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to
16 the employer's motion to compel arbitration, which resulted in a published opinion by the
17 California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall*
18 *Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S.
19 Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are
20 RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is
21 5046.

22 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a consumer packaging company,
24 on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the
25 class and PAGA representative action settlement. The Los Angeles County Superior Court Case
26 Number is BC590429.

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1 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a manufacturer of food service
3 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
4 approval of the class and PAGA representative action settlement. The Orange County Superior
5 Court Case Number is 30-2015-00810013-CU-OE-CXC.

6 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a lumber and hardware company
8 on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the
9 class and PAGA representative action settlement. The Orange County Superior Court Case
10 Number is 30-2014-00747750-CU-OE-CXC.

11 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
12 representative action against a property management company, on behalf of non-exempt
13 employees. On June 14, 2017, the court granted final approval of the class and PAGA
14 representative action settlement. The Los Angeles County Superior Court Case Number is
15 BC586234.

16 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a food company on behalf of non-exempt employees. On June 30,
18 2017, the court granted final approval of the class and PAGA representative action settlement.
19 The Sacramento County Superior Court Case Number is 34-2015-00175871.

20 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
21 representative action against a chocolate company on behalf of non-exempt employees. On July
22 19, 2017, the court granted final approval of the class and PAGA representative action
23 settlement. The Alameda County Superior Court Case Number is RG15764300.

24 w) Lawyers for Justice, PC represented the plaintiff in a PAGA representative
25 action, against the parent company of several restaurants, on behalf of hourly-paid, non-exempt
26 employees. On October 18, 2017, the court granted approval of the PAGA representative action
27 settlement. The Los Angeles County Superior Court Case Number is BC569664.

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1 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
2 representative action against a manufacturer of plastic containers on behalf of non-exempt
3 employees. On October 31, 2017, the court granted final approval of the class and PAGA
4 representative action settlement. The Los Angeles County Superior Court Case Number is
5 BC577233.

6 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
8 employees. On December 11, 2017, the court granted final approval of the class and PAGA
9 representative action settlement. The Los Angeles County Superior Court Case Number is
10 BC569646.

11 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a property management company
13 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
14 approval of the class and PAGA representative action settlement. The Los Angeles County
15 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
16 Number is 4819.

17 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
18 wage-and-hour class and PAGA representative action against a global provider of flexible office
19 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
20 representative action settlement. The Los Angeles County Superior Court Case Number is
21 BC498401.

22 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
23 wage-and-hour class action against a container manufacturer, on behalf of non-exempt
24 employees. On October 15, 2018, the court granted the plaintiff's motion for class certification.
25 The Tulare County Superior Court Case Number is VCU264528.

26 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
27 representative action against a behavioral health service provider on behalf of non-exempt
28 employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior
7 Court Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
12 Council Coordination Proceeding Number is 4886.

13 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and representative action against a bank on behalf of non-exempt
15 employees. On September 27, 2019, the court granted the plaintiffs' motion for class
16 certification in part and certified a class. The Alameda County Superior Court Case Number is
17 RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

18 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a national retailer of apparel and
20 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
21 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
22 court granted final approval of the class and PAGA representative action settlement. The
23 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

24 hh) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
25 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
26 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
27 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
28 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted

1 approval of the PAGA representative action settlement. The San Diego County Superior Court
2 Case Number is 34-2015-00175330.

3 ii) LFJ, in association with co-counsel therein, represents the plaintiff in a
4 wage-and-hour class and PAGA representative action against a medical equipment supplier on
5 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
6 for class certification and certified a class. The San Bernardino County Superior Court Case
7 Number is CIVDS1505744.

8 jj) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class and PAGA representative action against a large national drug testing
10 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
11 plaintiff's motion for class certification and certified a class. The San Diego County Superior
12 Court Case Number is 37-2018-00019611-CU-OE-CTL.

13 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
14 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
15 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
16 court granted in part the plaintiff's motion for class certification and certified a class. The
17 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
18 Judicial Council Coordination Proceeding Number is 4930.

19 ll) LFJ, in association with co-counsel therein, represents the plaintiffs in a
20 wage-and-hour class action against manufacturer and supplier of power products and services on
21 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs'
22 motion for class certification and certified a class. The San Diego County Superior Court Case
23 Number is 37-2015-00025968-CU-OE-CTL.

24 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
25 nutritional products manufacturer on behalf of non-exempt production line employees. On
26 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
27 certified a class. The Solano County Superior Court Case Number is FCS051001.

THE SETTLEMENT REACHED IN THE ACTION

8. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorney General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement Agreement”), entered into between Plaintiff Porfirio Landeros, for himself and on behalf of the State of California and other aggrieved employees pursuant to the Private Attorneys General Act, and Defendants Allfast Fastening Systems, LLC and TriMas Corporation (together, “Defendants”)(collectively, Plaintiff and Defendants are referred to as “Parties”). The Parties have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to Allegedly Aggrieved Employees when Individual PAGA Payment checks are distributed to them, in substantially the form attached as “EXHIBIT A” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*) Settlement Agreement and Award of Plaintiff’s Counsel’s Payment, Enhancement Award, and Settlement Administration Fee. Plaintiff’s Counsel also respectfully requests that the Court approve the proposed Cover Letter.

9. The Aggrieved Employees covered by the Settlement consist of the following individuals: any and all individuals currently or formerly employed by Allfast Fastening Systems, LLC in hourly or non-exempt positions in California at any time during the PAGA Period (“Allegedly Aggrieved Employees”). The “PAGA Period” means the time period from September 14, 2019 through the date that the Court grants approval of the Settlement. Defendants have represented that there are approximately two hundred and seventy-eight (278) Allegedly Aggrieved Employees as of December 15, 2022.

10. It should also be noted that Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on September 14, 2020. The notice was sent by U.S. Certified Mail to the employer and the notice was submitted to the LWDA by way of online submission on the

1 LWDA's website. A true and correct copy of the September 14, 2020 notice letter is attached
2 hereto as "**EXHIBIT 2.**" The LWDA did not respond to the letter that was sent on behalf of
3 Plaintiff.

4 11. The Settlement is for the gross amount of Three Hundred and Seventy-Five
5 Thousand Dollars (\$375,000.00) ("Settlement Sum"). The Settlement provides that the "Net
6 PAGA Amount" will be the Settlement Sum less the following amounts subject to approval by
7 the Court: (1) Attorneys' Fee Amount in an amount not to exceed \$131,250.00 and Litigation
8 Cost Amount in an amount not to exceed \$18,000.00 for reimbursement of litigation costs and
9 expenses to Plaintiff's Counsel (together, "Plaintiff's Counsel's Payment"); (2) Enhancement
10 Award in an amount not to exceed \$7,500.00 to Plaintiff; and (3) Settlement Administration Fee
11 in an amount not to exceed \$5,500.00 to the Settlement Administrator. Plaintiff's Counsel only
12 seeks an award of reimbursement of litigation costs and expenses in the amount of \$15,769.08,
13 and assuming that the requested Plaintiff's Counsel's Payment, Enhancement Award, and
14 Settlement Administration Fee, are approved and awarded by the Court, the Net PAGA Amount
15 is estimated to be approximately \$212,750.00. The Net PAGA Amount will be distributed to the
16 LWDA and the Allegedly Aggrieved Employees pursuant to California Labor Code section
17 2699(i). Seventy-Five percent (75%) of the Net PAGA Amount will be distributed to the
18 LWDA, which is estimated to be \$159,562.50 ("LWDA Payment"), and twenty-five percent
19 (25%) of the Net PAGA Amount, which is estimated to be \$53,187.50 will be distributed to the
20 Allegedly Aggrieved Employees ("PAGA Employee Amount") on a *pro rata* basis, based on the
21 number of pay periods each Allegedly Aggrieved Employee worked during the PAGA Period
22 ("Pay Periods"). The Parties have agreed to retain Simpluris, Inc., ("Settlement Administrator")
23 to handle the administration of the Settlement, and the Court is respectfully requested to appoint
24 Simpluris, Inc., to serve as the Settlement Administrator. The Settlement Administration Fee is
25 estimated not to exceed \$5,500.00 and will be paid out of the Settlement Sum, subject to
26 approval by the Court.

27 **THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL**

28 12. The effectiveness of Lawyers for Justice PC ("Plaintiff's Counsel"), in

1 prosecuting this matter has translated into tangible monetary benefits for Plaintiff, Allegedly
2 Aggrieved Employees, and the State of California in the following respects: (1) their recoveries
3 over a reasonably short period of time as opposed to waiting additional years for the same, or
4 possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar
5 representative action settlements; and (3) significant savings in fees and costs which would have
6 only increased significantly had the case progressed through trial and/or appeals.

7 13. After engaging in extensive formal and informal discovery, the Parties
8 participated in settlement negotiations to try to resolve the lawsuit. These efforts included
9 participating in a full-day mediation on November 15, 2021, conducted by the Honorable
10 Suzanne H. Segal (Ret.), a well-respected mediator experienced in mediating complex labor and
11 employment matters. With the aid of the mediator, the Parties ultimately reached the Settlement
12 described herein. During mediation, the Parties discussed all aspects of the case, including the
13 risks and delays of further litigation, the risks to the parties of proceeding with trial, the law
14 relating to representative PAGA actions, off-the-clock theory, arbitration agreements, and wage-
15 and-hour law and enforcement, the evidence produced and analyzed, and the possibility of
16 bifurcation of discovery and/or trial and appeals, among other things. During all settlement
17 discussions, the Parties conducted their negotiations at arm's length in an adversarial position.

18 14. Prior to reaching the settlement, both sides investigated the veracity, strength, and
19 scope of the PAGA claims and allegations, and were preparing for trial. Prior to engaging in
20 mediation, Plaintiff conducted significant investigation and formal and informal discovery
21 regarding the facts of the case, including and not limited to, the exchange, review, and analysis
22 of a large volume of documents and data obtained from Plaintiff, Defendants, and other sources.
23 Plaintiff's Counsel propounded multiple sets of written discovery requests on Allfast Fastening
24 Systems, LLC, including Requests for Production of Documents (Set One), Special
25 Interrogatories (Sets One & Two), and Form Interrogatories – General (Set One). Plaintiff's
26 Counsel propounded multiple sets of written discovery requests on TriMas Corporation,
27 including Requests for Production of Documents (Set One), Special Interrogatories (Sets One &
28 Two), and Form Interrogatories – General, (Set One). Plaintiff's Counsel also served multiple

1 notices of the depositions of Allfast Fastening Systems, LLC and TriMas Corporation's Person
2 Most Knowledgeable designee(s) regarding organizational structure and wage and hour policies
3 and practices, along with requests for production of documents. Plaintiff's Counsel also
4 reviewed discovery requests and the notice of deposition of Plaintiff, served by Defendants. The
5 documents and data that were reviewed and analyzed by Plaintiff's Counsel included, and were
6 not limited to, the employment records of Plaintiff, aggrieved employees' time and pay data,
7 daily activity reports, job descriptions, various other agreements and acknowledgments (such as,
8 Agreement to Arbitrate, Meal Break Waiver Agreement, Acknowledgement of Receipt of
9 Company Cell Phone Policy, and Confirmation of Receipt of Meal Premium Policy), and
10 Defendants' employment and operations practices, policies, and procedures (such as, Exemplar
11 Wage Statements, Exemplar Meal Premium Payments, and Sick Pay, Hours of Work, Overtime,
12 Pay Day, and Overtime Policies), among other documents. Counsel for the Parties undertook
13 significant investigation, and also invested time reviewing and analyzing relevant documents and
14 data to evaluate Plaintiff's claims, including, and not limited to, calculating the potential
15 monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included but was
16 not limited to: meeting and conferring with Defendants' counsel regarding the production of
17 documents and data in the course of litigation and in connection with mediation and settlement,
18 among other issues; case strategy and analysis; drafting, reviewing, and revising the mediation
19 brief; preparing for and attending court proceedings and the mediation and settlement
20 negotiations. Counsel for the Parties have further invested time to research the applicable law,
21 which is constantly evolving as it relates to representative PAGA actions, off-the-clock theory,
22 wage-and-hour law and enforcement, and arbitration agreements, Plaintiff's claims and
23 allegations, and Defendants' defenses, as well as facts discovered.

24 15. Based on investigation and information discovered, Plaintiff's Counsel believes
25 that there is sufficient evidence to support the allegations that Defendants violated the California
26 Labor Code. While Plaintiff's Counsel believes that the PAGA claim has merit and that Plaintiff
27 will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also
28 recognize Defendants' defenses, the costs of further litigation, and multiple risks to recovery.

For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiff, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are unmanageable and thus not suitable for adjudication as to a group of employees. Thus, Plaintiff faced the risk that the Court may determine that the PAGA claim requires individualized inquiries that would render adjudication of the PAGA claim unmanageable or at odds with Defendants’ right to due process. *See, e.g., Wesson v. Staples the Office Superstore, LLC* (2021) 68 Cal.App.5th 746, 756 (“courts have inherent authority to ensure that PAGA claims can be fairly and efficiently tried and, if necessary, may strike claims that cannot be rendered manageable”); *but cf. Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 712, *review granted* (June 22, 2022) (“[i]mposing a manageability requirement would create an extra hurdle in PAGA cases that does not apply to LWDA enforcement actions.”)

16. Plaintiff and his counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiff would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that Defendants’ conduct warrants the imposition of penalties. Plaintiff’s core allegation is that Defendants have violated the California Labor Code by failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during employment and upon termination of employment, failing to provide complete and accurate wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

17. From the inception of this litigation, Defendants indicated that they would aggressively litigate this matter and contended that they would ultimately succeed in the action. Defendants maintained several defenses to Plaintiff’s allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendants maintained, and continue to maintain, that they did not engage in a

1 uniform policy and systematic scheme of wage abuse against their hourly-paid or non-exempt
2 employees, and that they had, and continue to have, legally-compliant employment policies and
3 practices throughout the time period at issue. Defendants deny that they ever violated any
4 provision of the California Labor Code. Defendants further denied, and continue to deny, that
5 the lawsuit is appropriate for representative adjudication for any purpose other than the
6 Settlement.

7 18. Importantly, Defendants also contended that the claims of Plaintiff and other
8 aggrieved employees whom Plaintiff seeks to represent are subject to enforceable arbitration
9 agreements that included, *inter alia*, requirements to arbitrate individual disputes, class action
10 waiver, collective action waiver, and representative action and private attorney general waiver.
11 Defendants contended that these agreements could effectively be used to require aggrieved
12 employees to arbitrate any and all of their claims pertaining to their employment, on an
13 individual basis. Although the Parties disagreed on whether or not Defendants' agreements are
14 enforceable and their impact, there is more uncertainty regarding the viability of PAGA claims
15 on a representative basis in the judicial forum, arising from the U.S. Supreme Court's decision in
16 *Viking River Cruises, Inc. v. Moriana* (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940.

17 19. Even if Defendants failed on their defenses, Plaintiff would inevitably face other
18 challenges in court. For example, Defendants challenged Plaintiff's standing as an aggrieved
19 employee and denied that any of Defendants' other employees whom Plaintiff seeks to represent
20 are aggrieved. Aside from challenges relating to standing, Defendants would have likely sought
21 bifurcation of discovery and/or trial of the PAGA claim — multiple courts have taken such an
22 approach, for example, limiting discovery or trial of the issues to Plaintiff. Defendants also
23 contended that an important feature of the PAGA statute is that a court has discretion to reduce
24 the penalties to be assessed against the employer pursuant to California Labor Code section
25 2699(e)(1)-(2). Defendants denied and continue to deny that they ever violated any provision of
26 the California Labor Code. Assuming, *arguendo*, that any violations occurred, Defendants
27 argued the violations would not be viewed as subsequent violations giving rise to heightened
28 penalties. Defendants also argued that the Court was unlikely to assess cumulative penalties for

1 the maximum number of possible, separate California Labor Code violations, because it would
2 be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be
3 regulated by multiple provisions of the California Labor Code that are interrelated and work in
4 tandem.

5 20. The Parties had the opportunity to review documents and data regarding
6 Plaintiff's and Allegedly Aggrieved Employees' employment with Defendants, including, and
7 not limited to, Plaintiff's employment records, aggrieved employees' time and pay data, as well
8 as extensive information and documents regarding Defendants' operations and employment
9 policies, practices, and procedures, in an effort to determine the potential value and strength of
10 the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant
11 documents and data, and this information made it possible to calculate the potential value of the
12 PAGA claim. Accordingly, the Parties have conducted sufficient investigation and review of
13 information to be sufficiently apprised of the nature and extent of the allegations and cause of
14 action asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its
15 fairness, adequacy, and reasonableness. The Parties have also considered the settlement
16 negotiations and the recommendations of the mediator, Honorable Suzanne H. Segal (Ret.), who
17 is highly experienced in mediating complex labor and employment matters. The parties have
18 agreed that this case is well-suited for settlement given the legal issues relating to the PAGA
19 claim, as well as the costs and risks to both sides that would attend further litigation. The
20 Settlement takes into account the strengths and weaknesses of each side's position and the
21 uncertainty of how the case might have concluded as litigation continued, at trial, in arbitration
22 proceedings, and/or appeals.

23 21. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks
24 attorneys' fees in the amount of \$131,250.00, which represents thirty-five percent (35%) of the
25 Settlement Sum, as provided by the Settlement Agreement. Pursuant to the contingency-fee
26 agreement entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to a
27 contingency fee of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought
28 are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the action; (2)

1 the time, effort, and expense that Plaintiff's Counsel dedicated to the matter; (3) the skill and
2 determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has
3 achieved throughout the litigation; (5) value of the settlement that Plaintiff's Counsel has
4 achieved for the Plaintiff, the State of California, and Allegedly Aggrieved Employees; and (6)
5 the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts to
6 this matter.

7 22. I am aware that the common and acceptable rate for contingency representation in
8 wage and hour class action litigation is normally 40% before trial, with the range being from
9 33.3% up to 50%.

10 23. While not necessarily required to be demonstrated because a percentage of the
11 fund based on the contingent fee agreed to by Plaintiff is proper for this settlement, it should be
12 noted that Plaintiff's Counsel has performed many hours of work in connection with prosecuting
13 this matter such that the requested attorneys' fees award is also justified under a lodestar
14 analysis. Attorneys at Lawyers *for* Justice, PC have spent a total of **315.20** hours performing
15 tasks to obtain a recovery on behalf of Plaintiff, the State of California, and the Allegedly
16 Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time Chart
17 that sets forth in detail the nature of the legal services provided by attorneys at Lawyers *for*
18 Justice, PC and the time incurred in performing those services. These hours include work done
19 by myself and several other attorneys at the firm. Also, separate from the hours referenced
20 herein, Lawyers *for* Justice, PC had litigation support personnel actively engaged in assisting
21 with the prosecution of the matter.

22 24. The work performed in this particular matter, the background of our firm, as well
23 as the individual backgrounds, training, and experience of the attorneys who worked on this
24 matter, in litigating complex wage-and-hour class and PAGA representative actions, support a
25 reasonable blended hourly rate of compensation at the rate of at least \$650 for work performed
26 by Plaintiff's Counsel. Lawyers *for* Justice, PC has been awarded attorneys' fees, compensating
27 the firm at the rate of at least \$650 per hour for legal services performed, by courts granting
28 approval of wage and hour class action and/or representative action settlements in other cases:

final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of \$919.57; final approval of the class action settlement in *Thereasa Carrozzella v. Basalite Concrete Products, LLC* (Sacramento County Superior Court Case No. 34-2017-00220214-CU-OE-GDS) was granted on February 21, 2020, and the award of attorneys' fees involved an hourly rate of \$766.05; final approval of the class and representative action settlement in *Alice Rutledge, et al. v. Healthport Technologies, LLC* (Alameda County Superior Court Case No. RG16835813) was granted on June 11, 2019, and the award of attorneys' fees involved an hourly rate of \$764.82; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96; final approval of the class and representative action settlement in *Stanley Bland, et al. v. Telecare Corporation* (Alameda County Superior Court Case No. RG16811450) was granted on November 21, 2018, and the award of attorneys' fees involved an hourly rate of \$831.38; final approval of the class and representative action settlement in *Maryjo Ungerbuhler Anderson v. Boyett Petroleum* (Stanislaus County Superior Court Case No. 2020582) was granted on May 15, 2018, and the award of attorney's fees involved an hourly rate of \$780.77; and final approval of the class and representative action settlement in *Demetrius Camarillo v. Blue Diamond Growers* (Sacramento County Superior Court Case No. 34-2015-00175871) was granted on June 30, 2017, and the award of attorneys' fees involved an hourly rate of \$845.64.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

25. Plaintiff's Counsel has borne all of the risks and costs to litigation to date and will not receive any compensation until a recovery is obtained in this matter. Plaintiff's Counsel seeks \$15,769.08 in litigation costs and expenses as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 4.**" These expenses were reasonable and necessary in the prosecution of

the matter and to obtain the Settlement, and the amount sought for reimbursement is less than the maximum amount (\$18,000) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses.

ENHANCEMENT AWARD TO PLAINTIFF

26. In recognition of his efforts and work in spearheading the litigation of this matter, the Settlement provides an Enhancement Award to Plaintiff in the amount of \$7,500.00 to be paid out of the Settlement Sum. The requested Enhancement Award is fair and appropriate. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing his employment with his counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever his counsel needed him and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Award for his services on behalf of the State of California and other Allegedly Aggrieved Employees, in addition to the Individual PAGA Payment he will receive as an Allegedly Aggrieved Employee.

27. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, is fair, reasonable, and adequate, and in the best interests of Plaintiff, the State of California, and other Allegedly Aggrieved Employees given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this action, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

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

Executed this ____ day of January 2023, at Glendale, California.

Edwin Aiwarzian

EXHIBIT 1

PRIVATE ATTORNEY GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

***Porfirio Landeros v. Allfast Fastening System, et al.* (Los Angeles County Superior Court, Case No. 20PSCV00807)**

IT IS STIPULATED AND AGREED by and among the undersigned Parties, subject to Court approval, that the settlement of the Action shall be effectuated upon and subject to the terms and conditions stated in this Private Attorney General Act Settlement Agreement and Release (the “Agreement,” “Settlement Agreement,” or “Settlement”).

This Agreement is made by and between Porfirio Landeros (“Plaintiff”), for himself and in his capacity as a representative of the State of California on behalf of other allegedly aggrieved employees, and Allfast Fastening Systems, LLC and TriMas Corporation (“Defendants”). Plaintiff and Defendants are each a “Party” and sometimes collectively referred to as the “Parties.” This Agreement is entered into by the Parties upon the last date on which it is signed by the Parties.

The Parties agree that the Action shall be and is, ended, settled, resolved, and concluded by this Agreement, subject to Court approval, which is intended to effect and complete settlement of the Action.

Article I.

Definitions

Section 1.01 Definitions.

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

- (a) “Action” means the civil action entitled *Porfirio Landeros v. Allfast Fastening System, et al.*, filed in the Superior Court for the County of Los Angeles on November 18, 2020, designated as Case Number 20PSCV00807.
- (b) “Agreement,” “Settlement,” or “Settlement Agreement” means this PAGA Settlement Agreement and Release.
- (c) “Allegedly Aggrieved Employees” means any and all individuals currently or formerly employed by Allfast Fastening Systems, LLC in hourly or non-exempt positions in California at any time during the PAGA Period.
- (d) “Approval Order” means the order to be entered by the Court upon granting approval of the Settlement of the Action and, if applicable, disposing the Action by way of judgment (or, otherwise providing for later disposition of the Action by way of dismissal) that is binding upon the Parties and all Allegedly Aggrieved Employees.

- (e) "Complaint" means Plaintiff's Complaint For Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. filed in Los Angeles County Superior Court on November 18, 2020, which is the operative Complaint.
- (f) "Litigation Cost Amount" means the reimbursement of actual and reasonable expenses and costs of litigation incurred by Plaintiff's counsel in connection with the Action, as approved by the Court, not to exceed \$18,000. The Litigation Cost Amount shall be paid from the Settlement Sum.
- (g) "Court" means the Superior Court for the State of California, County of Los Angeles.
- (h) "Cover Letter" means the Cover Letter, substantially in the form attached hereto as "**Exhibit A.**"
- (i) "Defendants" mean Allfast Fastening Systems, LLC and TriMas Corporation.
- (j) "Defense Counsel" or "Counsel for Defendants" is:

Shareef S. Farag
Vartan S. Madoyan
Jennifer F. Delarosa
BAKER & HOSTETLER LLP
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025-0509
- (k) "Effective Date" means the date the Court enters the Approval Order.
- (l) "Employee List" means the list of the Allegedly Aggrieved Employees that Defendants shall provide to the Settlement Administrator, which shall state the first name and last name for each Allegedly Aggrieved Employee, the last known mailing address and telephone number(s) for each Allegedly Aggrieved Employee, the social security number or tax identification number for each Allegedly Aggrieved Employee, and each Allegedly Aggrieved Employee's respective number of Pay Periods.
- (m) "Enhancement Award" means the amount that the Court awards to Plaintiff for his services in connection with the Action, which will be up to Seven Thousand Five Hundred Dollars (\$7,500.00), subject to Court approval.
- (n) "Attorneys' Fee Amount" means the amount to be paid to Plaintiff's Counsel for its fees incurred in connection with the Action, as approved by the Court, not to exceed thirty-five percent (35%) of the Settlement Sum. The Attorneys' Fee Amount shall be paid from the Settlement Sum.
- (o) "PAGA Employee Amount" means the amount of PAGA penalties to be paid to Allegedly Aggrieved Employees, which will be 25% of the Net PAGA Amount, subject to Court approval.

- (p) "Individual PAGA Payment" means an Allegedly Aggrieved Employee's *pro rata* share of the PAGA Employee Amount, based on his or her Pay Periods.
- (q) "LWDA" means the California Labor & Workforce Development Agency.
- (r) "LWDA Payment" means the amount of PAGA penalties to be paid to the LWDA, which will be 75% of the Net PAGA Amount, subject to Court approval.
- (s) "Net PAGA Amount" means the amount remaining from the Settlement Sum after the deduction of the Attorneys' Fee Amount, Litigation Cost Amount, Enhancement Award, and Settlement Administration Fee.
- (t) "PAGA" means the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*
- (u) "PAGA Period" means the time period from September 14, 2019 through the date that the Court grants approval of the Settlement.
- (v) "PAGA Settlement Package" means the Cover Letter and Individual PAGA Payment, which shall be mailed to all Allegedly Aggrieved Employees by the Settlement Administrator.
- (w) "Pay Periods" means the number of pay periods each Allegedly Aggrieved Employee worked during the PAGA Period.
- (x) "PAGA Notice" means the letter submitted by Plaintiff to the LWDA and Defendants on September 14, 2020, providing notice of the specific provisions of the California Labor Code that were allegedly violated.
- (y) "Plaintiff" means Porfirio Landeros.
- (z) "Plaintiff's Counsel" are as follows:

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Annabel Blanchard
LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

- (aa) "Plaintiff's Counsel's Payment" means the Attorneys' Fee Amount and the Litigation Cost Amount, collectively.
- (bb) "Released Claims" means any and all claims for civil penalties under California Labor Code section 2698 *et seq.* which were made or which could have been made against Defendants based on the factual allegations in the Complaint and PAGA Notice, arising during the PAGA Period, which include but are not limited to, the

failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to pay reporting time pay, failure to provide a day of rest, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code Sections 201, 202, 203, 204, 210, 218.6, 226(a), 226.7, 510, 512(a), 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and all applicable California Wage Orders (including and not limited, Wage Order Nos. 1-2001, 4-2001, and 7-2001).

- (cc) “Released Parties” means Defendants and Defendants’ present, former, and future parent, sister, subsidiary, affiliated, and related entities, and each of its/their present, former, and future trustees, officers, directors, employees, managers, partners, shareholders, agents, insurers, attorneys, and any other successors, assigns, or legal representatives.
- (dd) “Settlement Administrator” means the third-party settlement administration provider Simpluris, Inc.
- (ee) “Settlement Administration Fee” means costs and expenses incurred by the Settlement Administrator in connection with the Agreement, which are anticipated not to exceed Five Thousand Five Hundred Dollars (\$5,500.00).
- (ff) “Settlement Sum” means the total sum of Three Hundred and Seventy-Five Thousand Dollars (\$375,000.00), which Defendants have agreed to pay, subject to Court approval, pursuant to terms of this Agreement. In no circumstance will Defendant be required to pay greater than the Settlement Sum to resolve this Action, except as provided in Section 4.01.

Article II.

Background

Section 2.01 Background.

- (a) On September 14, 2020, Plaintiff gave written notice to the LWDA and Defendants of his intent to assert PAGA claims against Defendants (i.e., the PAGA Notice). More than sixty five (65) days have passed since the PAGA Notice was sent to the LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations referenced in the PAGA Notice.
- (b) On November 18, 2020, Plaintiff filed the Action, a representative PAGA action complaint, against Defendants in the Superior Court of Los Angeles, Case Number 20PSCV00807, alleging a single cause of action for violations of PAGA. Defendants deny each and every claim and contention alleged in the Action, and

have always maintained that they never engaged in any unlawful acts regarding any of the matters alleged in the Action.

- (c) On November 15, 2021, the Parties engaged in mediation with Judge Suzanne Segal (Ret.), an experienced and reputable wage and hour and PAGA action mediator. The Parties were unable to resolve the Action at the conclusion of the full-day mediation. With the aid of the mediator's and their respective evaluations of the case, and additional settlement negotiations, the Parties reached an agreement for settlement. This Agreement shall memorialize the terms of the Parties' settlement.
- (d) Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the Action and have made a thorough study of the legal principles applicable to the claims asserted against Defendants. Based on their investigation and evaluation of the case, Plaintiff's Counsel has concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendants, potential adverse findings regarding liability and manageability, and numerous potential appellate issues.
- (e) This Agreement contemplates the (a) entry of the Approval Order approving the payment allocated for the Settlement Sum provided in this Agreement and entering judgment with respect to the Settlement of the Action (or, otherwise providing for later disposition of the Action by way of dismissal); and (b) all Parties bearing their respective fees and costs except as expressly provided in this Agreement.

Article III.

Non-Admission of Liability

Section 3.01 Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty of proof necessary to establish manageability for purposes of PAGA, and the relative benefits to the Allegedly Aggrieved Employees of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Agreement are fair, reasonable, adequate and in the best interests of the Allegedly Aggrieved Employees.

Section 3.02 Defendants deny any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Agreement, nor any document referred to or contemplated in this Agreement, nor any action taken to carry out this Agreement, may be construed as, or may be used as, an admission, concession, or indication by or against Defendants of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendants specifically deny that they have engaged in any unlawful or wrongful conduct towards Plaintiff or the Allegedly Aggrieved Employees.

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Article IV.

Terms of Agreement

Section 4.01 Escalator Clause.

Defendants represent there are approximately 205 Allegedly Aggrieved Employees and 7,300 Pay Periods from September 14, 2019 to September 19, 2021. If the actual number of Pay Periods from September 14, 2019 to September 19, 2021 is more than ten (10%) above 7,300 (i.e., if the Pay Periods from September 14, 2019 to September 19, 2021 exceed 8,030), then the Settlement Sum will be increased by the percentage that the actual number exceeds 8,030.

Section 4.02 Settlement Sum.

Defendants agree to pay or cause to be paid the Settlement Sum as a full, complete and final settlement of the Action. The Settlement Sum includes the following: (i) LWDA Payment; (ii) PAGA Employee Amount; (iii) Plaintiffs' Counsel's Payment; (iv) Enhancement Award; and (v) Settlement Administration Fee.

Section 4.03 Plaintiff's Counsel's Payment.

Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty-five percent (35%) of the Settlement Sum (i.e., Attorneys' Fee Amount) and reimbursement of reasonable litigation costs and expenses not to exceed \$18,000 (i.e., Litigation Cost Amount) (the Attorneys' Fee Amount and Litigation Cost Amount are referred to, together, as Plaintiff's Counsel's Payment). Defendant will not oppose or object to Plaintiff's Counsel's application for the Plaintiff's Counsel's Payment. Any reduction in the amounts of the Attorneys' Fee Amount and/or Litigation Cost Amount by the Court is not grounds to void this Agreement and any funds requested but not awarded as Plaintiff's Counsel's Payment will be part of the Net PAGA Amount.

Section 4.04 Enhancement Award.

Plaintiff's Counsel shall request up to Seven Thousand Dollars (\$7,500.00) for Plaintiff (i.e., Enhancement Award). Any reduction in the amount of the Enhancement Award by the Court will be part of the Net PAGA Amount.

Section 4.05 Settlement Administrator's Duties and Settlement Administration Fee.

- (a) Plaintiff's Counsel shall request up to Five Thousand Five Hundred Dollars (\$5,500.00) as payment to the Settlement Administrator (i.e. Settlement Administration Fee). The Parties agree that the Settlement Administration Fee shall be paid from the Settlement Sum. This includes all fees and costs for postage, envelopes, and computer searches to locate addresses; and expenses of the Settlement Administrator to implement and complete the settlement process

according to the terms of this Agreement, including, and not limited to, to calculate payments to Allegedly Aggrieved Employees, and costs associated with the escheatment process for any uncashed or undeliverable settlement checks, to prepare any necessary tax documents for Allegedly Aggrieved Employees, and any other related fees and costs. Any reductions by the Court or any unused amount shall be part of the Net PAGA Amount.

- (b) The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Agreement.

Section 4.06 Net PAGA Amount - Allocation.

- (a) Seventy-five percent (75%) of the Net PAGA Amount will be paid to the LWDA as the LWDA Payment and twenty-five percent (25%) of the Net PAGA Amount will be paid to Allegedly Aggrieved Employees as Individual PAGA Payments, unless the Court determines otherwise. A reallocation of the Net PAGA Amount directed by the Court shall not be a basis for either side to void the Agreement.
- (b) One hundred percent (100%) of all Individual PAGA Payment are to be considered penalties and are reported on IRS Form 1099 (if required) that shall be issued to the Allegedly Aggrieved Employee by the Settlement Administrator.
- (c) The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of Pay Periods each Allegedly Aggrieved Employee worked during the PAGA Period as follows: the PAGA Employee Amount shall be divided by the total Pay Periods of all Allegedly Aggrieved Employees to yield the "Pay Period Value;" the Pay Period Value will then be multiplied by each Allegedly Aggrieved Employee's individual number of Pay Periods to arrive at each Allegedly Aggrieved Employee's Individual PAGA Payment.

Article V.

Approval and Implementation of Agreement

Section 5.01 Cooperation.

The Parties will cooperate in obtaining an Approval Order from the Court approving the terms of this Agreement at the earliest possible date. The Parties agree to use their best reasonable efforts to expedite the preparation and submission of the Agreement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed with the Court in order to obtain approval of this Agreement.

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Section 5.02 Court Approval.

- (a) The Parties will seek to obtain the Court's approval of this Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. The Court's approval of this Agreement shall be embodied in the Approval Order.
- (b) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the Settlement and terminate the Action pursuant to the Settlement (i.e., to terminate the Action by way of judgment or dismissal).

Section 5.03 Cover Letter to Allegedly Aggrieved Employees.

- (a) The Cover Letter shall be provided to the Allegedly Aggrieved Employees in the following manner:
 - (1) No later than fifteen (15) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with the Employee List. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the Allegedly Aggrieved Employees. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement. Defendants' records shall be determinative for purposes of calculating the number of Pay Periods worked and any payments to Allegedly Aggrieved Employees.
 - (2) The Settlement Administrator shall conduct a National Change of Address ("NCOA") search for all Allegedly Aggrieved Employees identified on the Employee List. No later than ten (10) business days after its receipt of the Settlement Sum and Employee List, the Settlement Administrator shall mail the PAGA Settlement Package to all Allegedly Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each Allegedly Aggrieved Employee.
 - (3) For each PAGA Settlement Package that is returned as undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, updated address of the Allegedly Aggrieved Employee by conducting a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package to an alternative address if one is located.

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Section 5.04 Distribution of Payments.

- (a) The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Agreement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID number and calculate all settlement checks and withholdings required under the law based on the information that will be confidentially furnished by Defendants. There are no payroll deductions to be calculated under this Agreement, since no part of the Agreement will be classified as wages.
- (b) Within (15) calendar days after the Effective Date, Defendant shall deposit the Settlement Sum into the Qualified Settlement Fund established by the Settlement Administrator for administration of the Settlement.
- (c) Within ten (10) business days of its receipt of the Settlement Sum and Employee List, the Settlement Administrator shall pay the Court approved Plaintiff's Counsel Payment to Plaintiff's Counsel, Enhancement Award to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.
- (d) All Individual PAGA Payment checks will remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their mailing by the Settlement Administrator, and thereafter, shall be cancelled. Any funds remaining from the cancelled checks shall be distributed by the Settlement Administrator to California State Controller's Office Unclaimed Property Division, in the name of that Allegedly Aggrieved Employee and in the amount of his or her respective Individual PAGA Payment.

Section 5.05 Notice to LWDA.

Pursuant to California Labor Code Section 2699(l), Plaintiff's Counsel will provide a copy of this Agreement to the LWDA concurrent with the filing of the motion for settlement approval. Plaintiff's Counsel will also file a proof of service in conjunction with the motion for settlement approval confirming that Plaintiff's Counsel has submitted the Agreement to the LWDA in compliance with Labor Code section 2699(l). In addition, Plaintiff's Counsel shall submit to the LWDA a copy of the Court's Approval Order approving the Agreement within ten (10) calendar days after entry of the Approval Order.

Article VI.

Limitations On Use Of This Agreement

Section 6.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or as admission by Defendants of any violations of Plaintiff's rights, violation of any order, law, statute, duty or contract

whatsoever. Defendants specifically disclaim any liability to Plaintiff or any 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 6.02 Nullification.

- (a) If the Court should for any reason fail to approve this Agreement, then (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 and their counsel shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article VII.

Release and Wavier of Claims

Section 7.01 Release and Wavier of Claims.

- (a) It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge disputes and claims alleged in the Action. Upon the Effective Date and full funding of the Settlement Sum, Plaintiff, the Allegedly Aggrieved Employees, and the State of California shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from the Released Claims. As a result of this release, Allegedly Aggrieved Employees will be unable to bring a claim under, or recover in any other claim brought under, the California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of the Released Claims.
- (b) Upon the Effective Date and full funding of the Settlement Sum, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy,

the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by he to exist may hereafter be discovered. It is Plaintiff's intention to, upon the Effective Date and full funding of the Settlement Sum, settle fully and release all claims he now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

Section 7.02 Tax Treatment and Tax Indemnification.

Allegedly Aggrieved Employees will assume any tax obligations or consequences which may arise from this Agreement, and will indemnify and hold harmless Defendants and the Released Parties from any claim or liability for taxes, penalties, or interest as a result of the Agreement. If any state or federal taxing authority contacts, investigates, or pursues any action against any Allegedly Aggrieved Employees for their individual share of taxes related to any payments made under this Agreement, each Allegedly Aggrieved Employee shall be responsible for his/her own defense of and payment for any claim of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the Allegedly Aggrieved Employee's share of any state or federal tax obligation. If an Allegedly Aggrieved Employee has questions about any liability to any state or federal taxing authority, they shall contact the Settlement Administrator.

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Article VIII.

Miscellaneous Provisions

Section 8.01 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.

Section 8.02 Parties' Authority.

The signatories to this Agreement represent that they are fully authorized to enter into this Agreement.

Section 8.03 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by Plaintiff's Counsel 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 8.04 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Allegedly Aggrieved Employee, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties, LWDA, and the Allegedly Aggrieved Employees, 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 8.05 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, and shall in all cases be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties.

Section 8.06 Entire Agreement.

This Agreement (including any Exhibit) contains the entire understanding of the Parties regarding the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action.

Section 8.07 Joint Drafting Of Settlement Documents.

The Parties are each represented by competent counsel of their own choosing, with Plaintiff's Counsel and Defense Counsel having arrived at this Agreement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential. This Agreement has been drafted jointly by Plaintiff's Counsel and Defense Counsel. Therefore, in any construction or interpretation of this Agreement, the Agreement shall not be construed against any of the Parties.

Section 8.08 No Press Release Or Publicity Regarding The Terms Of The Settlement.

Plaintiff and Plaintiff's Counsel, as well as Defendants and Defense Counsel, agree that they will not issue any media or press release, initiate any contact with the media or the press, respond to any media or press inquiry, or have any communications with the media or the press about the fact, amount, or terms of this Agreement.

Section 8.09 Continuing Jurisdiction Of The Court.

Pursuant to California Code Of Civil Procedure Section 664.6, the Parties agree that the Court shall retain jurisdiction over the Parties, and over this Agreement, in order to monitor and enforce compliance of this Agreement and resolve any disputes over this Agreement or the administration of the benefits of this Agreement.

Section 8.10 Counterparts.

This Agreement, and any amendments to this Agreement, may be executed in any number of counterparts and any Party and/or their respective counsel 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 to produce or account for any of the other counterparts. A signature on a faxed or electronically transmitted copy of the Settlement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

Section 8.11 Interim Stay of Proceedings.

The Parties agree to refrain from further litigation of this matter, and hold in abeyance all proceedings in the Action (including with respect to California Code of Civil Procedure section 583.310), except such proceedings as are necessary to implement and obtain an order granting approval of the terms of the Settlement. The Parties further agree that the mutual, voluntary cessation of litigation shall terminate if approval cannot be obtained for this Settlement from the Court.

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Section 8.12 Communications.

All communications to be provided concerning this Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To Defendants: Shareef S. Farag, Vartan S. Madoyan, and Jennifer F. Delarosa, Esq. of Baker & Hostetler, 11601 Wilshire Boulevard, Suite 1400, Los Angeles, California 90025; sfarag@bakerlaw.com; vmadoyan@bakerlaw.com; jdelarosa@bakerlaw.com.

To Plaintiff: Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh, and Annabel Blanchard of Lawyers for Justice, PC, 410 West Arden Avenue, Suite 203, Glendale, California 91203; edwin@calljustice.com; arby@calljustice.com; joanna@calljustice.com; annabel@calljustice.com.

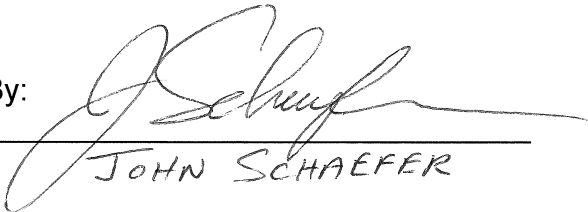
IN WITNESS WHEREOF, the Parties have executed this PAGA Settlement Agreement and Release on the dates set forth below.

APPROVED AND ACCEPTED

Dated: 08/03/2022, 2022

By: 
Porfirio Landeros

Dated: 10/24, 2022

By: 
JOHN SCHAEFER
Title: President

On Behalf of Allfast Fastening Systems,
LLC and TriMas Corporation

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APPROVED AS TO FORM

Dated: 08/03/2022, LAWYERS *for* JUSTICE, P.C.
2022

By: 

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.

On Behalf of Plaintiff and the Allegedly
Aggrieved Employees

Dated: 10/25/2022, BAKER & HOSTETLER LLP
2022

By: 

Shareef S. Farag, Esq.
Vartan S. Madoyan, Esq.
Jennifer F. Delarosa, Esq.

On Behalf of Allfast Fastening Systems,
LLC and TriMas Corporation

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
 <<Street Address>>
 <<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Porfirio Landeros v. Allfast Fastening Systems, et al.* Los Angeles Superior Court Case 20PSCV00807

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Porfirio Landeros v. Allfast Fastening Systems, et al.* Los Angeles Superior Court Case 20PSCV00807 (“Action”).

The lawsuit was filed by Porfirio Landeros (“Plaintiff”) against his former employers, on behalf of the State of California, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), with respect to himself and other alleged aggrieved employees, for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. Defendants deny the allegations in the Action and deny any wrongdoing of any kind associated with the allegations in the Action.

A settlement was reached between Plaintiff and Defendants Allfast Fastening Systems, LLC and TriMas Corporation (“Defendants”).

On **<<date of entry of order by the Court approving the Settlement>>**, the settlement was approved by the Court, with a portion to be paid to the State of California Labor and Workforce Development Agency and a portion to be paid to all individuals currently or formerly employed by Allfast Fastening Systems, LLC in hourly or non-exempt positions in the State of California at any time during the PAGA Period (“Allegedly Aggrieved Employees”). The period from September 14, 2019 through **<<date>>** is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Allegedly Aggrieved Employee. Your Individual PAGA Payment is based on your total number of pay periods that you worked for Defendant Allfast in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% alleged penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants and Defendants’ present, former, and future parent, sister, subsidiary, affiliated, and related entities, and each of its/their present, former, and future trustees, officers, directors, employees, managers, partners, shareholders, agents, insurers, attorneys, and any other successors, assigns, or legal representatives.

“Released Claims” means any and all any and all claims for civil penalties under California Labor Code section 2698 *et seq.* which were made or which could have been made against Defendants based on the factual allegations in the Complaint and PAGA Notice, arising during the PAGA Period, which include but are not limited to, the failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to pay reporting time pay, failure to provide a day of rest, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code Sections 201, 202, 203, 204, 210, 218.6, 226(a), 226.7, 510, 512(a), 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, all applicable California Wage Orders (including and not limited, Wage Order Nos. 1-2001, 4-2001, and 7-2001).

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants’ counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.

EXHIBIT 2

September 14, 2020

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: ALLFAST FASTENING SYSTEMS, LLC; TRIMAS CORPORATION

Dear Representative:

We have been retained to represent Porfirio Landeros against Allfast Fastening Systems, LLC, and TriMas Corporation (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Allfast") for violations of California wage-and-hour laws. Mr. Landeros seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Landeros seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Allfast employed Mr. Landeros as an hourly-paid, non-exempt employee from approximately June 2019 to approximately October 2019, in the State of California.

The "aggrieved employees" that Mr. Landeros may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Allfast has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 7-2001.

Allfast required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Allfast also used a rounding policy to calculate aggrieved employees' hours worked, which significantly benefited Allfast and resulted in a significant net cost savings for the company.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours

in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Landeros and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Landeros and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Allfast required Mr. Landeros and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Allfast also required aggrieved employees to stay on the premises during meal and rest periods, and failed to relinquish its control over aggrieved employees during their meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Allfast failed to pay Mr. Landeros and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Allfast failed to pay Mr. Landeros and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Allfast did not provide Mr. Landeros and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Allfast were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Landeros and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Landeros and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Landeros and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Landeros and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Landeros and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Allfast failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Landeros and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Allfast did not provide Mr. Landeros and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 7-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Allfast failed to pay Mr. Landeros and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Landeros and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Allfast failed to pay Mr. Landeros and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Landeros and the other aggrieved employees were required to report for

work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Landeros and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Allfast.

Therefore, on behalf of all aggrieved employees, Mr. Landeros seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwasian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Allfast Fastening Systems, LLC
TriMas Corporation
c/o Shareef Farag
BAKER & HOSTETLER LLP
Attorney
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025

(By U.S. Mail – Under Separate Cover with Filing Fee Enclosed)

Department of Industrial Relations Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

EXHIBIT 3

LANDEROS V. ALLFAST FASTENING SYSTEMS, ET AL.
(LOS ANGELES SUPERIOR COURT CASE NO. 20PSCV00807)

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>for</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Pre-Lawsuit Investigation of the Key Facts with a Focus on the Merits of Plaintiff Porfirio Landeros’s (“Plaintiff”) Claims and the Merits of the Claims of the State of California with Respect to the Aggrieved Employees	8.10
Pre-Lawsuit Investigation of Potential Penalties Exposure of Defendants Allfast Fastening System and Trimas Corporation (together, “Defendants”) with Respect to Plaintiff and the Aggrieved Employees	6.20
Legal Research and Analysis of Latest Decisions Regarding Off-the-Clock, Meal and Rest Breaks, Representative PAGA Actions, and Arbitration Agreements in California, Including all New and Relevant DLSE Materials	7.30
Investigation of Defendants, Defendants’ Clients and Business Relationships, and the Industry in which Defendants Operate	3.20
Investigation of Defendants’ Organizational and Corporate Structure, and Executive Reporting Structure as They Relate to the Employment and Management of the Aggrieved Employees	2.90
Investigation of Defendants’ Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Establishing Willfulness and Uniformity	2.10

Analysis of Competitors in Various Relevant Geographic Areas within which Defendants Operate, and Comparing and Contrasting Defendants' Policies, Practices, and Procedures with the Policies, Practices, and Procedures of Defendants' Competitors	3.80
Research and Investigation Re: Location(s), Division(s), and/or Department(s) Owned, Managed, Serviced, and/or Operated by Defendants in California, Including Differences Between Them to Determine Whether Those Differences Will Cause Individual Issues to Predominate Over Common Issues	4.50
Research and Investigation Re: Workforce, Staffing Models, and Staffing Levels at Location(s) Throughout California Where Aggrieved Employees Worked	3.60
Research and Investigation Re: Defendants' Written and Un-Written Policies, Practices, and Procedures Relating to Timekeeping, Bell System, Schedules, Meal/Rest Breaks, Meal/Rest Premiums, On-Duty Breaks, Meal Waivers, Non-Discretionary Bonus/Incentive/Performance/Shift Differential Pay, Overtime Compensation, Uniform Requirements, Use of Personal Cell Phone, Tools/Equipment/PPE, and Reimbursement of Business-Related Expenses	14.80
Research and Investigation Re: Various Software Programs and Other Technology Defendants Use to Conduct Everyday Business, Including Timekeeping, Production, Resource Management, Document and Information Management, Sales, Inventory, and Security Systems, with a Focus on What Documents (Both Paper and Electronic) Are Created in the Normal Course of Business Relating to Overtime Worked, Off-the-Clock Time Worked Pre/Post-Shift, and Time Worked During Meal Breaks	3.10
Research and Analysis of Potential Defenses Defendants May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	7.50
Research and Investigation Regarding Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	5.10

Research and Analysis of Defendants' Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues	1.90
Meet and Communicate with Plaintiff Porfirio Landeros Throughout the Pendency of the Case	41.50
Investigate, Meet and Communicate with, and/or Interview Aggrieved Employees and Percipient Witnesses	12.50
Pleadings and Court Filings	
Draft Plaintiff's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Legal Research and Analysis of All Allegations Involved (filed on November 18, 2020)	7.10
Review Court's Notices of Case Assignment (filed November 18, 2020)	0.10
Review Court's Notice of Case Management Conference and Notice of Order to Show Cause Hearing (filed November 19, 2020)	0.10
Draft Plaintiff's Case Management Statement (filed on March 3, 2021)	0.80
Review Court's Minute Order (filed on March 18, 2021)	0.10
Draft Plaintiff's Notice of Posting Jury Fees (filed on April 23, 2021)	0.10
Review and Analyze Defendants' Answer to Plaintiff's Complaint (served on May 6, 2021), and Research Affirmative Defenses in Answer	1.10
Meet and Confer with Defendants' Counsel, and Draft Joint Case Management Conference Statement (submitted on May 27, 2021)	0.90

Review Defendants' Notice of Unavailability of Counsel (served on June 23, 2021)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Case Management Conference Statement (submitted on August 10, 2021)	0.80
Review Court's Minute Order (filed on August 25, 2021)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on November 18, 2021)	1.10
Review Court's Order Granting Joint Stipulation to Continue Case Management Conference (filed on November 23, 2021)	0.10
Draft Plaintiff's Notice of Entry of Judgment or Order (filed on November 24, 2021)	0.10
Meet and Confer with Defendants' Counsel, and Draft Joint Case Management Conference Statement and Notice of Settlement (submitted on January 27, 2022)	0.60
Meet and Confer with Defendants' Counsel, and Draft Joint Case Management Conference Statement (submitted on May 20, 2022)	0.60
Review Court's Minute Order (filed on June 6, 2022)	0.10
Review Defendants' Case Management Statement (served on July 27, 2022)	0.10
Draft Plaintiff's Case Management Conference Statement (filed on August 3, 2022)	0.50
Meet and Confer with Defendants' Counsel, and Draft Joint Case Management Conference Statement (submitted on October 7, 2022)	0.60

Appearances	
Prepare for and Telephonically Attend Case Management Conference (March 18, 2021)	0.50
Prepare for and Telephonically Attend Case Management Conference (June 16, 2021)	1.30
Prepare for and Telephonically Attend Case Management Conference (August 25, 2021)	1.10
Prepare for and Telephonically Attend Case Management Conference (June 6, 2022)	0.70
Prepare for and Telephonically Attend Case Management Conference (August 11, 2022)	0.50
Prepare for and Telephonically Attend Case Management Conference (October 13, 2022)	0.50
Prepare for and Telephonically Attend Hearing on Plaintiff's Motion for Approval of Private Attorneys General Act (Labor Code § 2698, Et Seq.) Settlement Agreement and Award of Plaintiff's Counsel's Payment, Enhancement Award, and Settlement Administration Fee (March 9, 2023) (Anticipated)	1.50
Discovery and Deposition	
Draft Letter to Defendants Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Porfirio Landeros (served on June 17, 2020)	1.90
Review and Analyze Documents Produced by Defendants in Response to Request for Personnel Files, Pay Stubs, and Time Records for Plaintiff Porfirio Landeros (served on July 2, 2020)	2.10
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Allfast Fastening System (served on June 18, 2021)	6.40

Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) to Defendant Trimas Corporation (served on June 18, 2021)	4.10
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Allfast Fastening System and Requests for Production of Documents (Organizational Structure; noticed for July 19, 2021) (served on June 18, 2021)	3.20
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Allfast Fastening System and Requests for Production of Documents (Wage and Hour Practices; noticed for July 20, 2021) (served on June 18, 2021)	3.50
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Trimas Corporation and Requests for Production of Documents (Organizational Structure; noticed for July 21, 2021) (served on June 18, 2021)	2.50
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Trimas Corporation and Requests for Production of Documents (Wage and Hour Practices; noticed for July 22, 2021) (served on June 18, 2021)	2.80
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Allfast Fastening System and Requests for Production of Documents (Organizational Structure; noticed for December 16, 2021) (served on November 16, 2021)	2.10
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Allfast Fastening System and Requests for Production of Documents (Wage and hour Practices; noticed for December 20, 2021) (served on November 16, 2021)	2.30
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Trimas Corporation and Requests for Production of Documents (Organizational Structure; noticed for December 17, 2021) (served on November 16, 2021)	1.90

Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Trimas Corporation and Requests for Production of Documents (Wage and Hour Practices; noticed for December 21, 2021) (served on November 16, 2021)	2.10
Review and Analyze Defendant Allfast Fastening Systems, LLC.'s Form Interrogatories – Employment (Set One), Special Interrogatories (Set One), and Requests for Production of Documents (Set One) to Plaintiff (served on November 16, 2021)	1.20
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Allfast Fastening System and Requests for Production of Documents (Organizational Structure; noticed for February 3, 2022) (served on December 1, 2021)	1.20
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Allfast Fastening System and Requests for Production of Documents (Wage and Hour Practices; noticed for February 4, 2022) (served on December 1, 2021)	1.30
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Trimas Corporation and Requests for Production of Documents (Organizational Structure; noticed for February 3, 2022) (served on December 1, 2021)	1.10
Draft Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Trimas Corporation and Requests for Production of Documents (Wage and Hour Practices; noticed for February 4, 2022) (served on December 1, 2021)	1.30
Draft Plaintiff's Responses to Defendant Allfast Fastening Systems, LLC.'s Form Interrogatories – Employment (Set One), Special Interrogatories (Set One), and Requests for Production of Documents (Set One) (not served)	4.60

Letters and Correspondence	
Research and Draft Notice to California Labor and Workforce Development Agency re: Claims of Plaintiff Porfirio Landeros for Penalties Under California Labor Code section 2698, <i>et seq.</i> (“PAGA”) (served on September 14, 2020)	4.10
Meet with, Draft Correspondence to, and Respond to Correspondence from, Defendants’ Counsel	17.50
Mediation/Settlement	
Review and Analyze Documents, Data, and Information Obtained from Plaintiff, Defendants (in excess of 8,300 pages), and Other Sources and Prepare Valuation Models, Including, <i>Inter Alia</i>, Calculating PAGA Penalties for Violation Rates for Non-Compliant Meal and Rest Breaks, Unpaid Wages, Failure to Pay Premium Pay, and Incomplete or Inaccurate Wage Statements • Employment and Operations Policies, Practices, and Procedures Documents • Exemplar Wage Statements • Exemplar Meal Break Waiver Agreement • Exemplar Meal/Rest Premium Payments • Employee Time Records • Employee Payroll Records	36.50
Prepare for Mediation Session, Including Researching Merits of Claims, Drafting the Mediation Brief, and Compiling the Mediation Exhibits in Support of Plaintiff’s Mediation Brief (submitted on November 9, 2021)	17.30
Attend Mediation Session (November 15, 2021, Zoom Video Conference)	12.50

Follow-Up Meeting with Mediator (November 30, 2021) and Additional Settlement Negotiations	4.50
Review, Revise, Negotiate, and Finalize Private Attorney General Act Settlement Agreement and Release (fully executed on August 3, 2022)	12.80
Law and Motion	
Research and Draft Plaintiff's Motion for Approval of Private Attorneys General Act (Cal. Labor Code §2698 Et Seq.) Settlement Agreement and Award of Plaintiff's Counsel's Payment, Enhancement Award, and Settlement Administration Fee, Declaration of Edwin Aiwazian in Support Thereof, Declaration of Porfirio Landeros in Support Thereof, and [Proposed] Order and Judgment (filed on January , 2023) (Anticipated)	15.10
Total Hours:	315.20

EXHIBIT 4

LAWYERS for JUSTICE PC CASE COST DETAIL
Landeros v. Allfast Fastening System (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
9/14/2020	Labor & Workforce Development Agency	Filing Fee	75.00
11/19/2020	Los Angeles Superior Court	Court Filing Fee	435.00
11/19/2020	Legal Document Server, Inc.	Attorney Service	30.43
3/3/2021	Legal Document Server, Inc.	Attorney Service	15.20
3/3/2021	General Logisitcs Systems US, Inc.	Courier Service	15.45
4/26/2021	Legal Document Server, Inc.	Attorney Service	20.45
4/26/2021	Los Angeles Superior Court	Jury Fee	150.00
6/21/2021	Los Angeles Superior Court	Remote Hearing Fee	15.00
7/9/2021	FedEx Express	Courier Service	23.63
8/10/2021	Legal Document Server, Inc.	Attorney Service	15.20
8/30/2021	Los Angeles Superior Court	Remote Hearing Fee	15.00
10/25/2021	General Logisitcs Systems US, Inc.	Courier Service	20.95
10/25/2021	Signature Resolution	Mediation Fee	5,950.00
10/27/2021	FedEx Express	Courier Service	24.06
11/15/2021	Robert A. Parris	Damages Consulting Expert	5,700.00
11/15/2021	Codici	Analysis of Sampling of Time Records	3,000.00
11/16/2021	General Logisitcs Systems US, Inc.	Courier Service	23.72
11/18/2021	Legal Document Server, Inc.	Attorney Service	16.05
11/18/2021	Los Angeles Superior Court	Filing Fee	20.00
11/19/2021	General Logisitcs Systems US, Inc.	Courier Service	18.20
11/26/2021	FedEx Express	Courier Service	24.39
11/29/2021	Legal Document Server, Inc.	Attorney Service	15.20
1/27/2022	Legal Document Server, Inc.	Attorney Service	130.20
8/3/2022	Legal Document Server, Inc.	Attorney Service	15.95
Total:			15,769.08