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Attorneys for Plaintiff

[Counsel for Defendant on Subsequent Page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JIMMY ARROYO, individually, on behalf of
other members of the general public similarly
situated, and on behalf of aggrieved employees
pursuant to the Private Attorneys General Act
of 2004 ("PAGA");

Plaintiff,

v.

BENTLEY MILLS, INC., a Delaware
corporation; and DOES 1 through 100,
inclusive;

Defendants.

Case No.: 20PSCV00789

Assigned for All Purposes to:
Honorable Thomas C. Falls
Department R

CLASS ACTION

**JOINT STIPULATION OF FACTS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION,
APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL
HEARING DATE**

[Amended Proposed Order filed
concurrently herewith]

Hearing Date: July 19, 2022
Hearing Time: 8:30 a.m.
Hearing Place: Department R

Complaint Filed: November 13, 2020
FAC Filed: November 10, 2021
Trial Date: None Set

1 JON G. DARYANANI (SBN 205149)

2 JILL L. RIPKE (SBN 309501)

3 **PERKINS COIE LLP**

4 1888 Century Park E., Suite 1700

5 Los Angeles, California 90067

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8 *Attorneys for Defendant*

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**JOINT STIPULATION OF FACTS IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT**

6. The Parties attended mediation on Brianna Guzman's and Plaintiff's claims on August 31, 2021, with experienced wage-and-hour mediator, Honorable Judge Carl West, that resulted in the settlement of this matter. The Parties' respective investigation and evaluation was more than sufficient to assess the merits of their respective positions and to compromise the issues on a fair and equitable basis. The Parties engaged in good faith, arm's-length negotiations to reach the Settlement.

7. The Settlement defined the Class as any and all persons who worked at Defendant Bentley Mills, Inc. (whether hired directly or engaged through a staffing agency) as non-exempt employees in California at any time from September 8, 2019, to December 31, 2021.

8. In connection with the Settlement, Brianna Guzman filed a First Amended Complaint on November 10, 2021. Among other things, the First Amended Complaint replaced Brianna Guzman with Plaintiff and added eight (8) wage-and-hour causes of action.

9. Plaintiff was engaged by Empire Staffing as an hourly-paid and non-exempt employee. Empire placed Plaintiff at Defendant. Plaintiff worked as an Electrician from approximately September 2019 to February 2020.

PLAINTIFF'S CONTENTIONS

10. Plaintiff's claims are set forth expressly in the First Amended Complaint. In summary, Plaintiff contends – and Defendant denies – that Defendant failed to provide employees legally mandated meal and rest breaks as a matter of practice. Plaintiff alleges Defendant's meal break policies were not *Brinker*-compliant. Specifically, Plaintiff also contends employees were not given reasonable opportunities to take proper meal and rest breaks due to Defendant allegedly prioritizing production and quality control. Finally, Plaintiff asserts Defendant failed to pay premium wages for noncompliant meal and rest breaks.

11. Plaintiff also alleges – and Defendant denies – that Defendant failed to pay employees for all hours worked. Plaintiff contends this included being pressured to work additional hours off-the-clock for which they were not compensated. By extension, Plaintiff also asserts Defendant had a rounding practice that had a net negative affect on employees’ time.

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1 12. Next, Plaintiff asserts – and Defendant denies – that Defendant failed to
2 reimburse employees for incurring necessary business-related expenses. Specifically, Plaintiff
3 contends employees were not reimbursed for supplying their own tools to perform their duties.

4 13. Finally, Plaintiff alleges – and Defendant denies – that Defendant is liable
5 for issuing noncompliant wage statements and waiting time penalties. Specifically, Plaintiff
6 maintains Defendant issued noncompliant wage statements and incurred waiting time penalties
7 under sections 226(a) and 203 respectively, pursuant to the violations listed above.

8 **DEFENDANT’S DENIAL OF LIABILITY AND WRONGDOING**

9 14. Notwithstanding Plaintiff’s contentions and the agreement to settle this
10 matter, Defendant generally and specifically denies any and all liability or wrongdoing with
11 regard to any of the claims alleged. Defendant makes no concessions or admissions of liability of
12 any sort and contends that for any purpose other than settlement, the Action is not appropriate for
13 class or PAGA treatment. Defendant also asserted several defenses to the claims and denied any
14 wrongdoing or liability arising out of any of the alleged facts or conduct in the Action.

15 **SETTLEMENT AGREEMENT TERMS**

16 15. The Parties have agreed that this action be settled and compromised for
17 the non-reversionary total sum of \$750,000 (“Gross Settlement Amount”) which includes,
18 subject to Court approval: (a) Attorney Fee Award of \$262,500; (b) Cost Award of \$20,000 for
19 reimbursement of litigation costs and expenses; (c) Class Representative Enhancement Payment
20 of \$10,000; (d) Administration Costs of \$10,000; and (e) PAGA Payment of \$50,000.

21 16. If the Court approves all proposed deductions from the Gross Settlement
22 Amount, it is estimated that \$397,500 will be distributed to Class Members.

23 **REASONABILITY OF THE SETTLEMENT**

24 17. Counsel for both Parties represent they are experienced in wage-and-hour
25 employment law and class actions. Specifically, Class Counsel represent they have significant
26 experience in litigating unpaid wages and noncompliant meal and rest break class actions.

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1 18. Prior to mediation, the Parties conducted significant investigation and
2 discovery of the facts and law implicated in this case. Based on experience and investigation in
3 this case, Plaintiff and Class Counsel believe the Settlement is fair, adequate, and reasonable, and
4 is in the best interests of the Class Members. Support for Plaintiff's and Class Counsel's position
5 can be found in Plaintiff's Motion for Preliminary Approval of the Class Action Settlement.
6 While Defendant makes no representation regarding the interests of the Class Members and
7 vehemently denies the claims, Defendant recognized the defense of litigation will be protracted
8 and expensive and agreed to settle in the manner set forth in the Settlement.

9 19. Therefore, solely for the purposes of this Settlement, the Parties stipulated
10 and agreed to certification of the claims asserted on behalf of Plaintiff and the Class Members.
11 Defendant contends that for any purpose other than settlement, the Action is not appropriate for
12 class or PAGA treatment.

13 **STIPULATION TO AMEND THE SETTLEMENT AGREEMENT**

14 20. The Agreement signed by the Parties on February 1, 2022 contains
15 detailed timelines, including, but not limited to, when Defendant shall deliver the Class List to
16 the Settlement Administrator, when the Settlement Administrator shall mail the Notice Packets.

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1 21. Currently, Section III.K.2.a of the Settlement Agreement provides:

2 Within twenty-one (21) calendar days after entry of the
3 Preliminary Approval Order, Defendant shall deliver
4 to the Settlement Administrator the following
5 information about each Class Member's: (1) first and
6 last name; (2) last known mailing address; (3) social
7 security number; (4) hire and termination dates; and
8 (5) the total number of weeks during which the Class
9 Member performed any actual work during the Class
10 Period as a member of the Class (collectively "Class
11 List"). If any or all this information is unavailable to
12 Defendant, Defendant will so inform Class Counsel
13 and the Parties will make their best efforts to
14 reconstruct or otherwise agree upon how to deal with
15 the unavailable information. The Settlement
16 Administrator will conduct a skip trace for the address
17 of all former Defendant employee Class Members. The
18 Settlement Administrator shall maintain the Class List
19 and all data contained within the Class List as private
20 and confidential. This provision will not impede Class
21 Counsel's ability to discharge fiduciary duties,
22 including effectuating the terms of this settlement.

23 22. As represented to Plaintiff during litigation and mediation, Plaintiff and
24 other Class Members worked for Defendant through temporary staffing agencies. Defendant
25 does not directly possess all the information about the individuals employed by the staffing
26 agencies to send to the settlement administrator and needs time to obtain this information.

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1 23. Accordingly, the Parties stipulate and agree to amend Section III.K.2.a of
2 the Settlement Agreement to provide as follows:

3 Within sixty (60) calendar days after entry of the
4 Preliminary Approval Order, Defendant shall deliver
5 to the Settlement Administrator the following
6 information about each Class Member: (1) first and
7 last name; (2) last known mailing address; (3) social
8 security number; (4) hire and termination dates (or the
9 relevant start and end dates for the temporary
10 employee while performing work for Defendant); and
11 (5) the total number of weeks during which the Class
12 Member performed any actual work during the Class
13 Period as a member of the Class (collectively “Class
14 List”). If Defendant is not satisfied with the
15 information available to send to the Settlement
16 Administrator forty-five (45) days after entry of
17 Preliminary Approval, the Parties shall reserve their
18 right to make a request from the Court for additional
19 time to obtain the relevant information. If any or all
20 this information is unavailable to Defendant,
21 Defendant will so inform Class Counsel and the
22 Parties will make their best efforts to reconstruct or
23 otherwise agree upon how to deal with the unavailable
24 information. The Settlement Administrator will
25 conduct a skip trace for the address of all former
26 Defendant employee Class Members. The Settlement
27 Administrator shall maintain the Class List and all data
28 contained within the Class List as private and
confidential. This provision will not impede Class
Counsel’s ability to discharge fiduciary duties,
including effectuating the terms of this settlement.

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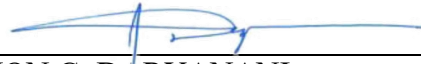
1 24. The other deadlines in the Settlement Agreement shall remain the same,
2 including that within fourteen (14) calendar days after the receipt of the Class List from
3 Defendant, the Settlement Administrator will mail the Notice Packet to the Class Members.

4 25. Class Members will have one hundred eighty (180) days to cash or deposit
5 their settlement checks. Uncashed settlement checks will be canceled and paid to the California
6 Controller's Unclaimed Property Fund in the Class Members' names.

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8 **IT IS SO STIPULATED.**

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11 Dated: July 6 , 2022

PERKINS COIE LLP

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13 By: 

JON G. DARYANANI
JILL L. RIPKE

Attorneys for Defendant

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17 Dated: July 14, 2022

JUSTICE LAW CORPORATION

18
19 By: 

20 DOUGLAS HAN
21 SHUNT TATAVOS-GHARAJEH
22 PHILLIP SONG

Attorneys for Plaintiff

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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On July 18, 2022, I served the foregoing document described as

**JOINT STIPULATION OF FACTS IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
CONDITIONAL CERTIFICATION, APPROVAL OF CLASS NOTICE,
SETTING OF FINAL APPROVAL HEARING DATE**

for the following case: **Arroyo v. Bentley Mills, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-805423-20**
 Court Case No.: 20PSCV00789
 Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on July 18, 2022, at Pasadena, California.



Mariah Anderson