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Attorneys for Plaintiff Anayeli Gutierrez

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

ANAYELI GUTIERREZ, as an individual and on)
behalf of other similarly situated employees,)

Plaintiff,

vs.

H MART BUENA PARK, LLC, a California
corporation, and DOES 1-50, inclusive,

Case No.: 30-2021-01183505-CU-OE-CXC

Assigned for all purposes to Honorable Judge
Randal J. Sherman, Dept. CX-105

**SUPPLEMENTAL DECLARATION OF
ARMOND M. JACKSON IN SUPPORT
PLAINTIFF'S UNOPPOSED
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT OF
PLAINTIFFS' MOTION FOR ORDER
APPROVING SETTLEMENT UNDER
CALIFORNIA LABOR CODE SECTION
2699 ET SEQ.**

Hearing Date: April 14, 2023

Hearing Time: 10:00 a.m.

Department: CX105

Case filed: February 9, 2021

Trial date: TBD

Reservation ID: 73816419

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EXHIBIT A



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #: 15475 Prepared By: Michael Sutherland
Estimate Date: 1/8/2023 Direct Dial #: 321-223-5067
Email: msutherland@simpluris.com

Attorney/Client: **Armond Jackson**
Firm: Jackson Law
Email: mocampo@jacksonapc.com

Attorney/Client:
Firm:
Email:

Case Name: **GUTIERREZ v H MART BUENA PARK, LLC, a California corporation, and DOES 1-50**
Spanish

Anticipated Total Cost	\$4,795
Capped Fee* after professional discount	\$4,000

Terms:

1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	150	Undeliverable Rate:	10%
Response Rate:	N/A	Call Rate:	N/A
Mailing Document Language:	English/Spanish	Fund Distribution:	Simpluris
Reminder Postcard:	No	Redistribution:	One
Unclaimed Funds:	Cy Pres	State(s):	CA
		Tax Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$250.00	1	\$250.00
Translation and mailing in Spanish	\$500.00	1	\$500.00
Database Manager - Initial Data Analysis	\$250.00	1	\$250.00
1		Total	\$1,000.00

Distribution

Setup a Disbursement Account.			
Print & Mail Checks with 4 pg Letter to Class Members: W2's & 1099's			
Account Management & Reconciliation			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	1	\$140.00
Disbursement Manager - Data Validation	\$125.00	1	\$125.00
QSF set up/bank fee	\$750.00	1	\$750.00
Print & Mail-Check, 1099	\$2.00	150	\$300.00
Postage	\$0.53	150	\$79.50
Process Returned Checks	\$0.50	15	\$7.50
Skip Trace Search Undeliverable Checks	\$2.00	15	\$30.00
Remail Checks	\$2.00	15	\$30.00
Postage	\$0.50	15	\$7.50
Individual Federal/State Tax Reporting	\$250.00	1	\$250.00
QSF Reporting / Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee-One Year	\$1,350.00	1	\$1,350.00
Disbursement Manager	\$125.00	1	\$125.00
		Total	\$3,494.50



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
		Total	\$300.00

Postage	\$79.50	Total Case Costs	\$4,794.50
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EXHIBIT B

[Date], 2023

[Name of Settlement Administrator]

[ADDRESS]

NOTICE OF SETTLEMENT

Re: *Anayeli Gutierrez v. H Mart Buena Park, LLC, et al.*, Orange County Superior Court
Case No. 30-2021-01183505-CU-OE-CXC

To: All non-exempt employees who were employed by H Mart Buena Park, LLC (“H Mart” or “Defendants”) in the State of California at any time between December 9, 2019, through [DATE] (“PAGA Members”):

You have received this notice because a settlement has been reached in the above-referenced lawsuit between Plaintiff Anayeli Gutierrez ~~H Mart Buena Park, LLC~~ (“Plaintiff”), and Defendant H Mart Buena Park, LLC.

On [DATE], the Orange County Superior Court issued an Order approving the settlement of claims brought pursuant to California’s Private Attorneys General Act of 2004 (“PAGA”) in the above-referenced case. The Court approved the settlement in the amount of \$75,000.00. After accounting for Plaintiffs’ attorneys’ fees and costs, enhancement payment to the Plaintiff, and settlement administration costs, the State of California will receive [75% of Net Settlement Amount] (75% of the settlement amount as required by law) and the PAGA Members are receiving a pro rata share of the remaining [25% of Net Settlement Amount] (25% of the settlement amount) based upon the number of pay periods they worked for Defendants from December 9, 2019 through [DATE] (the “PAGA Period”).

By way of this Settlement, Defendants have been released from claims that the State of California can pursue for certain Labor Code violations allegedly committed against you, including California Labor Code §§ 201, 202, 203, ~~204~~, 210, 221, 226, ~~226.2~~, 226.3, 226.7, 510, 512, 558, 1194, 1198, 1198.5, 2698, 2699 et. seq., ~~2802~~, and any applicable IWC Wage Order(s) based upon Plaintiff’s allegations of failure to provide meal periods and rest periods, failure to pay minimum and overtime wages, failure to timely pay wages upon discharge or termination, failure to pay employees for compensable off-the-clock work, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, and failure to pay wages on time, ~~and failure to reimburse necessary business-related expenses and costs~~. In approving this Settlement, the Orange County Superior Court did not make a determination about Plaintiff’s claims and it did not decide that Defendants did anything wrong. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims. Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation. No claims for unpaid or underpaid wages have settled, and that this settlement is without prejudice to the pursuit of any such claims.

You are receiving money under the settlement because you are or were a PAGA Member (defined above). The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Your settlement amount is << \$ Amount >>. Your check will be valid for 180 days from issuance. After that date, you cannot cash your check and it will be voided and a stop payment will be issued. Any unpaid cash residue or unclaimed PAGA Member funds will be sent to the -California State Controller for deposit in the name of the PAGA Group member to whom the unclaimed Individual Settlement Payment was drafted. You are responsible for your own tax obligations as this settlement amount will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under the PAGA as asserted by Plaintiff in her lawsuit.

If you have any questions about this notice, or would like to review the settlement-related documents between Plaintiff (on behalf of herself and the State of California) and Defendants, please contact the Settlement Administrator, [Name of Settlement Administrator] at [Insert Phone Number]. **PLEASE DO NOT CALL OR CONTACT THE COURT.**

EXHIBIT C

[Date], 2023

[Name of Settlement Administrator]

[ADDRESS]

NOTICE OF SETTLEMENT

Re: *Anayeli Gutierrez v. H Mart Buena Park, LLC, et al.*, Orange County Superior Court
Case No. 30-2021-01183505-CU-OE-CXC

To: All non-exempt employees who were employed by H Mart Buena Park, LLC (“H Mart” or “Defendants”) in the State of California at any time between December 9, 2019, through [DATE] (“PAGA Members”):

You have received this notice because a settlement has been reached in the above-referenced lawsuit between Plaintiff Anayeli Gutierrez (“Plaintiff”), and Defendant H Mart Buena Park, LLC.

On [DATE], the Orange County Superior Court issued an Order approving the settlement of claims brought pursuant to California’s Private Attorneys General Act of 2004 (“PAGA”) in the above-referenced case. The Court approved the settlement in the amount of \$75,000.00. After accounting for Plaintiffs’ attorneys’ fees and costs, enhancement payment to the Plaintiff, and settlement administration costs, the State of California will receive [75% of Net Settlement Amount] (75% of the settlement amount as required by law) and the PAGA Members are receiving a pro rata share of the remaining [25% of Net Settlement Amount] (25% of the settlement amount) based upon the number of pay periods they worked for Defendants from December 9, 2019 through [DATE] (the “PAGA Period”).

By way of this Settlement, Defendants have been released from claims that the State of California can pursue for certain Labor Code violations allegedly committed against you, including California Labor Code §§ 201, 202, 203, 210, 221, 226, 226.3, 226.7, 510, 512, 558, 1194, 1198, 1198.5, 2698, 2699 et. seq., and any applicable IWC Wage Order(s) based upon Plaintiff’s allegations of failure to provide meal periods and rest periods, failure to pay minimum and overtime wages, failure to timely pay wages upon discharge or termination, failure to pay employees for compensable off-the-clock work, failure to provide complete and accurate wage statements, failure to keep complete and accurate payroll records, and failure to pay wages on time. In approving this Settlement, the Orange County Superior Court did not make a determination about Plaintiff’s claims and it did not decide that Defendants did anything wrong. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims. Defendants maintain that they were in compliance with the California Labor Code at all times and enter into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation. No claims for unpaid or underpaid wages have settled, and that this settlement is without prejudice to the pursuit of any such claims.

You are receiving money under the settlement because you are or were a PAGA Member (defined above). The enclosed settlement check represents your portion of the Court-approved PAGA settlement. Your settlement amount is << \$ Amount >>. Your check will be valid for 180 days from issuance. After that date, you cannot cash your check and it will be voided and a stop payment will be issued. Any unpaid cash residue or unclaimed PAGA Member funds will be sent to the California State Controller for deposit in the name of the PAGA Group member to whom the unclaimed Individual Settlement Payment was drafted. You are responsible for your own tax obligations as this settlement amount will be treated as non-wage income to the Aggrieved Employees and reported by the Settlement Administrator on IRS Form 1099.

Regardless of what you do with the settlement check, you will have released claims for penalties arising under the PAGA as asserted by Plaintiff in her lawsuit.

If you have any questions about this notice, or would like to review the settlement-related documents between Plaintiff (on behalf of herself and the State of California) and Defendants, please contact the Settlement Administrator, [Name of Settlement Administrator] at [Insert Phone Number]. **PLEASE DO NOT CALL OR CONTACT THE COURT.**

EXHIBIT D

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STATE OF CALIFONRIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is 2 Venture Plaza, Ste. 240, Irvine, California 92618.

On March 29,2023, I served true copies of the following document(s) described as:

**SUPPLEMENTAL DECLARATION OF ARMOND M. JACKSON IN SUPPORT
PLAINTIFF'S UNOPPOSED MEMORANDUM OF POINTS AND AUTHORITIES IN
SUPPORT OF PLAINTIFFS' MOTION FOR ORDER APPROVING SETTLEMENT
UNDER CALIFORNIA LABOR CODE SECTION 2699 ET SEQ.**

On the interested parties in this action as follows:

Soo Y. Park, Esq. spark@btlaw.com Barnes & Thornburg LLP 2029 Century Park East, Suite 300 Los Angeles, California 90067 Telephone: (310) 284-3767	Attorney for Defendant H MART BUENA PARK, LLC
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(XX) **[BY EMAIL OR ELECTRONIC TRANSMISSION]** –I caused all of the pages of the above-entitled document created as a portable document file format and attached to a properly addressed electronic mail message to be sent to the interested parties in this action on the date specified below. The email address I used is noted above.

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

Executed on March 29, 2023, at Irvine, California.

By: /s/ Armond M. Jackson
Armond M. Jackson