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Attorneys for Plaintiff
PATRICIA MEJIA DE GONZALEZ

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

PATRICIA MEJIA DE GONZALEZ, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

GOLDEN BOLT, LLC, a California limited
liability company; GOLDEN HIPPO HOLDCO
INC., a California corporation; WHOLE BODY
RESEARCH, LLC, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 21STCV02962

[Assigned for All Purposes to Hon. Mark v. Mooney]

**DECLARATION OF SCOTT M.
LIDMAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT AWARD**

Date: March 21, 2022
Time: 8:30 a.m.
Dept.: 68

Reservation ID: 347870944658

Complaint Filed: January 25, 2021
Trial Date: None Set

1 I, SCOTT M. LIDMAN, declare as follows:

2 1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the
3 named Plaintiff Patricia Mejia de Gonzalez (“Plaintiff”) in the above-captioned matter. I am a member
4 in good standing of the bar of the State of California and am admitted to practice in this Court. I have
5 personal knowledge of the facts stated in this declaration and could testify competently to them if called
6 upon to do so.

7 2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa*
8 *cum laude*. During law school, I worked as a summer associate for the international employment law
9 firm of Littler Mendelson, P.C., located in Los Angeles, California.

10 3. Since graduating from law school, my practice has focused exclusively on employment
11 litigation. In September 1998, I began working as an associate attorney at the international law firm of
12 Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm
13 in the world exclusively devoted to representing management in employment, employee benefits and
14 labor law matters.

15 4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which
16 was at the time one of the largest international firms in the world. During my employment at Jones
17 Day, I worked exclusively in the labor and employment department. In or around 2003, I went to work
18 at the law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In
19 2008, I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the
20 end of 2017, I practiced exclusively labor and employment law, with a strong emphasis and most of my
21 time working on wage and hour class actions venued in both state and federal courts. During that time
22 and my legal career in general, I also worked on a number of single and multi-plaintiff wage and hour
23 matters as well.

24 5. During my employment at Littler Mendelson, I played a significant role in the class
25 actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In
26 particular, I received a wide-array of wage and hour class action experience performing the following
27 types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court
28

1 to federal court; drafting and responding to written discovery; drafting and opposing discovery related
2 motions; arguing discovery related motions; drafting motions to consolidate related matters;
3 interviewing putative class members and obtaining declarations in connection with class certification;
4 drafting oppositions to motions for class certification; drafting motions for decertification following
5 class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted
6 claims, the likelihood of prevailing at class certification and potential damages resulting from such
7 claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named
8 plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions
9 of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and
10 hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a
11 matter through and beyond class certification. I also supervised the work of several junior attorneys
12 who were staffed on the same wage and hour class actions.

13 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
14 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 15 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
16 States District Court, Central District of California, Honorable Gary Klausner,
17 presiding¹.
- 18 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California
19 Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 20 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
21 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 22 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
23 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.

24
25
26
27 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of
28 Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
2 United States District Court, Central District of California, Honorable Percy
3 Anderson, presiding.
- 4 ▶ *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
5 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 6 ▶ *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ▶ *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
10 States District Court, Central District of California, Honorable Percy Anderson,
11 presiding.
- 12 ▶ *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
13 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 14 ▶ *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
15 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 16 ▶ *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
17 KSC, United States District Court, Southern District of California.⁴
- 18 ▶ *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
19 of Solano, Honorable Paul Berman, presiding.
- 20 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
21 Superior Court, County of Orange, Honorable William Claster, presiding.
- 22 ▶ *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
23 Superior Court, County of Orange, Honorable William Claster, presiding.
- 24
- 25

26 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal
27 and the California Supreme Court.

27 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

28 ⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; and *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding.

9. As co-lead counsel for Plaintiff, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a reasonable result for the Aggrieved Employees.

10. Golden Bolt, LLC (“Golden Bolt” or “Defendant”) manufactures and distributes nutritional supplements.

11. On November 20, 2020, Plaintiff provided written notice to the LWDA and LJBTC asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code including: (1) failure to pay all overtime wages owed; (2) failure to provide all legally required meal periods; (3) failure to authorize and permit all rest periods; (4) failure to provide accurate, itemized wage statements; (5) failure to pay all earned wages at least twice during each calendar month and (6) failure to maintain accurate records. A true and correct copy of the LWDA letter is attached hereto as **Exhibit 1**. On January 25, 2021, after exhausting her administrative remedies, Plaintiff filed a representative action against Golden Bolt asserting a single cause of action under PAGA. On March 23, 2021, Plaintiff filed a First Amended Complaint. On April 8, 2021, pursuant to Plaintiff's request, the Court dismissed Defendants Golden Hippo Holdco, Inc. and Whole Body Research, LLC. In connection with the settlement, the Parties stipulated to the filing of a Second Amended Complaint, which Plaintiff intends to file on March 17, 2022 after the exhaustion of her administrative remedies.

12. Throughout this litigation, Plaintiff propounded formal written discovery including Form Interrogatories, Employment Law, Form Interrogatories, General, Special Interrogatories, and Requests for Production. Afterwards, the Parties agreed to participate in private mediation. Prior to mediation, Golden Bolt produced substantial information and documents pertaining to Plaintiff and other Aggrieved Employees, including sampling of timekeeping records and payroll data, employee handbooks, wage and hour policies and other relevant documents and information for the underlying claims, including claims related to unreimbursed business expenses. Plaintiff then analyzed the payroll data, time records and other data and information produced by Golden Bolt. After the detailed review of the payroll and time records analysis and other documents and policies produced by Golden Bolt, Plaintiff's Counsel drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. This discovery allowed the parties to assess the merits and value of Plaintiff's claims, if a settlement could not be reached.

13. On November 30, 2021, the Parties participated in mediation with Tripper Ortman, Esq., a well-respected On January 10, 2022, the Parties participated in mediation with Steven G. Mehta, Esq., a well-respected wage and hour class and representative action mediator. During mediation, the Parties vigorously debated their opposing legal positions and the likelihood of Plaintiff's ability to proceed on a representative basis. Ultimately, the Parties reached a settlement, the terms of which were subsequently finalized in writing after mediation. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 2**. The Proposed Notice of PAGA Settlement and Release of Claims is attached as Exhibit A to the Settlement.

14. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount:	\$100,000.00⁶
Minus Court-approved attorneys' fees (1/3):	\$33,333.33
Minus Court-approved attorneys' costs:	\$9,449.64
Minus Court-approved enhancement award:	\$5,000.00
Minus settlement administrator costs:	\$3,000.00
Net Settlement Amount:	\$49,217.03

Net Settlement Amount:	\$49,217.03
75% to LWDA	\$36,912.77
25% to Aggrieved Employees	\$12,304.26

The payment of the Gross Settlement Amount shall be made within thirty (30) calendar days of Court approval of the settlement.

15. According to Golden Bolt, there are approximately 92 Aggrieved Employees defined as "all current and former hourly, non-exempt employees of Defendant Golden Bolt LLC who worked in California at any time from November 20, 2019 through date the Court grants approval of this

⁶ Defendant represents that there are an estimated 2,700 pay periods worked by the aggrieved employees during the period of November 20, 2019 through the date of mediation, January 10, 2022. If the number of PAGA periods worked by aggrieved employees during the PAGA Period (defined above in paragraph 3 as November 20, 2019 through the date the Court grants approval of this settlement) is more than 15% greater than this figure, Defendant shall have the sole option to: (i) agree to increase the Gross Settlement Amount on a proportional basis above the 15% (i.e., if there was a 20% increase in the number of pay periods worked by aggrieved employees during the PAGA Period, Defendant would agree to increase the Gross Settlement Amount by 5%); or (ii) end the PAGA period as of the date that the number of pay periods worked by aggrieved employees reaches 15% above 2700 pay periods). See Settlement, ¶ III.4.

Settlement.” The Aggrieved Employees, including Plaintiff, estimated 2,700 pay periods worked by the aggrieved employees during the period of November 20, 2019 through the date of mediation, January 10, 2022. The average payment to an Aggrieved Employee is estimated to be \$133.74.

16. As described in the accompanying Motion for Approval, Plaintiff alleges that Golden Bolt paid her and the other hourly employees Paid Lunch Awards. Plaintiff believes that Golden Bolt failed to include this non-discretionary form of compensation in the employees’ regular rate for purposes of overtime. Thus, Plaintiff alleges that she and the other hourly employees were systematically underpaid their overtime wages. Based on Plaintiff’s review of the pay records produced in connection with mediation, this occurred in approximately 2% or 53 of the relevant time periods. Accordingly, pursuant to Labor Code section 558, and using only the initial rate of \$50, Plaintiff calculated Defendants’ exposure at \$2,650.00 (53 x \$50 initial violation).

17. Golden Bolt counters that it compensated Plaintiff and all other non-exempt employees for all overtime hours worked. Golden Bolt further counters that any bonuses to putative class members during the relevant time period were discretionary and did not need to be included in the regular rate of pay for overtime purposes. In light of these defenses and Golden Bolt’s argument that the Court would exercise its discretion to reduce any civil penalty due to its good faith efforts to comply with applicable law, Plaintiff discounted the maximum recovery on this claim by 50% to account for the risk that Defendant could prevail in their defenses, to arrive at a projected total of \$1,325.00.

18. Plaintiff alleges that as a result of the work demands imposed by Golden Bolt and the requirement to be back at their work stations at the end of the meal period, their meal periods often did not start before the end of their fifth hour of work, meaning the meal periods were late or otherwise short or unlawful in violation of Labor Code section 512. Indeed, based on Plaintiff’s review of the time records produced in connection with mediation, it appears that there was at least one meal period violation in 80% of the pay periods or 2,117 pay periods. Accordingly, pursuant to Labor Code section 558, Plaintiff calculated ASC’s maximum exposure at \$207,100.00 ((92 x \$50 initial violation) + (2,025 x \$100 subsequent violation)).

19. Golden Bolt counters that it has always provided non-exempt employees with an opportunity to take legally compliant meal periods, and any non-compliant meal periods reflected in employee timekeeping records were solely the result of employee choice, rather than any policy or practice of Defendant. Golden Bolt points out that it is only required to “provide” the opportunity to take meal periods, not “ensure” meal periods are taken, and that they have always done so. Golden Bolt further contends it paid its non-exempt employees meal period premiums when a legally compliant meal period was not provided. Golden Bolt also contends that Plaintiff could not recover the \$100 civil penalty for “subsequent violations” because it did not have notice of any initial violation. Lastly, Golden Bolt contends that the Court would use its discretion provided for in the PAGA to reduce the maximum penalty exposure due to its good faith efforts to comply with applicable law. In light of these defenses, Plaintiff discounted the maximum recovery on this claim by 65% to account for the risk that Golden Bolt could prevail in its defenses, to arrive at a projected total of \$72,845.00.

20. Plaintiff alleges that Golden Bolt failed to authorize and permit all legally required rest periods. Specifically, Plaintiff alleges that Golden Bolt's rest period practice was requiring its employees must remain on company premises. As such, pursuant to Labor Code section 558, Plaintiff calculated Golden Bolt's exposure at \$260,000.00 (92 x \$50 initial violation) + (2,554 x \$100 subsequent violations)).

21. Golden Bolt counters contends it has always maintained and enforced lawful rest period policies and practices, Plaintiff and other non-exempt employees were authorized and permitted to take all off-duty rest periods in compliance with California law, and employees were always allowed to leave the premises. Golden Bolt also contends that Plaintiff could not recover the \$100 civil penalty for “subsequent violations” because it did not have notice of any initial violation. Lastly, Golden Bolt contends that the Court would use its discretion provided for in the PAGA to reduce the maximum penalty exposure due to its good faith efforts to comply with applicable law. In light of these defenses, Plaintiff discounted the maximum recovery on this claim by 70% to account for the risk that Golden Bolt could prevail in its defenses, to arrive at a projected total of \$78,000.00.

22. As Plaintiff's PAGA claim was based on the underlying failure to pay all wages and meal and rest period premiums, Plaintiff asserts PAGA penalties for each Aggrieved Employee for each pay period in the PAGA limitations period. Therefore, only applying the initial violation rate of \$100, the estimated exposure is \$264,600 (2,646 x \$100 initial violation).

23. Golden Bolt argues that Plaintiff's underlying claims will fail and, as a result, the wholly derivative wage statement claim will also fail. Golden Bolt also argues that a meal and rest period claims cannot support a claim for wage statement penalties. Finally, Golden Bolt also argues that since the primary allegations in this case are that Golden Bolt failed to pay all wages and provide all meal and rest periods, imposing multiple penalties based on different Labor Code section under derivative theories of liability for the same conduct would be inappropriate and unfair. As such, Plaintiff discounted that figure by 75% to account for the risk of losing on the merits and for the risk of the Court reducing penalties, to arrive at a realistic recovery for Aggrieved Employees of \$66,150.00.

24. Plaintiff alleges that Golden Bolt required employees to use protective gear and their personal cellular phones to discharge their duties as required under Labor Code section 2802 and by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137. Plaintiff alleges that despite this requirement Golden Bolt failed to reimburse its employees for necessary business expenses. Plaintiff believes that this failure occurred in all of the relevant pay periods. Therefore, pursuant to Labor Code section 558, Plaintiff calculated Golden Bolt's exposure at \$260,000.00 ((92 x \$50 initial violation) + (2,554 x \$100 subsequent violations)).

25. Golden Bolt argues that , that cellular phones largely were not necessary for work and in fact use was prohibited during work but it did reimburse employees for cell phone use when required. Golden Bolt also contends that there are no uniforms to be worn, and that it provides vouchers for employees to purchase steel-toed shoes such that they would not have to incur any personal expenses. Lastly, Golden Bolt contends that it provides all protective equipment to its employees, including face masks, face shields, goggles, earplugs and gloves such that no expenses would ever need to be incurred by the employees. In light of this, Plaintiff discounted the maximum recovery on this claim by 80%

1 to account for the risk that Golden Bolt could prevail in its arguments, to arrive at a projected total of
2 \$52,000.00.

3 26. Based on the sum of the foregoing estimated figures, Plaintiff predicts the realistic total
4 recovery for the Aggrieved Employees to be approximately \$269,960.00. The proposed settlement of
5 \$100,000.00 therefore represents approximately 37% of the realistic total recovery for Aggrieved
6 Employees and avoids the risks of proceeding through trial.

7 27. My firm and co-counsel's firms request one-third of the GSA (currently estimated at
8 33,333.33 in attorneys' fees, and a total of \$9,449.64 (including costs associated with the instant
9 motion) in actual litigation costs. This fee request is consistent with my firm and co-counsel's
10 experience in similar wage-and-hour class and PAGA matters. My firm and/or co-counsel's firms
11 conducted extensive legal research regarding the merits of Plaintiff's claims, Plaintiff's ability to
12 recover penalties under the PAGA, and Defendant's potential defenses. My firm and co-counsel's
13 firms also conducted significant research and analysis of data and information produced informally
14 prior to mediation and used this data and analysis to complete an exposure analysis for PAGA penalties.
15 My firm and co-counsel's firms Counsel also expended significant additional effort in preparing
16 subsequent settlement documents, this Motion for settlement approval, and supporting declarations,
17 and will oversee the settlement administration process.

18 28. My experience in matters similar to this one was integral in evaluating the strengths and
19 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage
20 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
21 federal law, as well as the procedural law of class action litigation. This case involved nuanced legal
22 issues regarding both substantive and procedural law, including complex issues with respect to
23 providing meal periods and the propriety of statutory penalties.

24 29. My law firm and co-counsel's firm maintain records of our hours worked on this case
25 by billing our time in increments of one-tenth (1/10) of an hour into a timekeeping system. I access
26 the timekeeping system regularly for purposes of assessing the number of attorney and paralegal hours
27

worked for each case that my law firm handles. I relied on the timekeeping records for this case to prepare this declaration.

30. Plaintiff's Counsel have a lodestar of \$119,092.50 without the use of any multiplier, which is approximately 3.57 times more than the \$33,333.33 fee request. The following is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm and co-counsel's firm on this case:

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (23rd Year Attorney)	\$750	77.5	\$58,125.00
Elizabeth Nguyen (16th Year Attorney)	\$650	41.4	\$26,910.00
Paul K. Haines (15th Year Attorney)	\$650	15.2	\$9,880.00
Milan Moore (6th Year Attorney)	\$400	53.4	\$21,360.00
Paralegals	\$175	16.1	\$2,817.50
Total Lodestar			\$119,092.50

31. My proposed hourly rate of \$750, Ms. Nguyen's proposed hourly rate of \$650, Mr. Haines' proposed hourly rate of \$650, and Ms. Moore's proposed hourly rate of \$400 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey Matrix*, a true and correct copy of which is attached hereto as **Exhibit 3**.

32. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, fn. 11 (2008); *see also, In re Pacific Enterprises Securities Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award); *Chavez v. Saticoy Lemon Ass'n*, Case No. 56-2015-00468600-CU-OE-VTA, 2015 WL 5561118 (Ventura Cty. Super. Ct., Aug. 29, 2015) (approving attorneys' fees of one-third of settlement fund in representative PAGA settlement)..

33. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, Los Angeles Sup. Ct., Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

34. Being a private law practice my firm can only properly litigate a limited number of cases at one time. The professional demands of this case were significant, including a significant number of hours of attorney and paralegal time. This litigation precluded my firm from other employment due to the time and financial commitments required by the case. Indeed, because my firm takes on cases on a purely contingency fee, we are only compensated for our time if we successfully settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

35. Plaintiff has provided written approval of the split of attorneys' fees in this action: 46.5% to Haines Law Group, APC, 31% to Lidman Law, APC, 22.5% to Michael Burgis & Associates, P.C. Michael Burgis & Associates, P.C. is the referring attorney.

36. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm dedicated substantial resources to this litigation, including expending a total of \$9,449.64 (including costs associated with the instant motion) in actual litigation costs, without receiving any compensation to date. A true and correct copy of my firm's and Haines Law Group's costs summary in this matter is attached hereto as **Exhibit 4**. My office and co-counsel conducted legal research regarding the merits of Plaintiff's claims, the ability to recover penalties under the PAGA, and Golden Bolt's potential defenses. *Id.* Plaintiff's Counsel also analyzed the data and information produced informally prior to mediation and prepared an exposure analysis on the PAGA penalties. Plaintiff's Counsel also expended significant additional effort in preparing subsequent settlement documents, this Motion for

1 settlement approval, and supporting declarations, and will oversee the settlement administration
2 process.

3 37. Plaintiff also seeks an enhancement award of \$5,000.00, which is reasonable given
4 Plaintiff's efforts in this case and the risks she undertook on behalf of the Aggrieved Employees.
5 Plaintiff provided substantial factual information and documents to my firm and co-counsel's firms,
6 and attended multiple meetings. Plaintiff also made herself available on the day of the mediation, and
7 responded to all questions that I had as various issues arose. Further, Plaintiff put her current and
8 future employment prospects at risk by becoming a class representative, as the fact that she filed a
9 lawsuit "is searchable on the internet and may become known to prospective employers when
10 evaluating" them for employment.

11 38. Although the Parties had not yet engaged in substantial formal discovery, the parties
12 did commit to an exchange of informal documents and information in association with mediation.
13 Preparation for trial remained for the parties as well as the prospect of appeals in the wake of a summary
14 judgment ruling for either party. As a result, the Parties would incur considerably more attorneys' fees
15 and costs through trial. This settlement avoids those risks and the accompanying expense.

16 39. On February 24, 2022, Plaintiff submitted the proposed Settlement to the LWDA
17 pursuant to Labor Code § 2699(1)(2). A true and correct copy of the confirmation is attached hereto
18 as **Exhibit 5**.

19 40. On January 10, 2022, Plaintiff filed a supplemental letter with the LWDA asserting
20 PAGA-based claims for failure to reimburse necessarily incurred business expenses. In connection
21 with the settlement, the Parties stipulated to the filing of a Second Amended Complaint, which Plaintiff
22 intends to file on March 17, 2022 after the exhaustion of her administrative remedies subject to Court
23 approval. A true and correct copy is attached hereto as **Exhibit 6**.

24 41. As of the date of the filing of the instant Motion, I am not aware of any class,
25 representative or other collective action in any other court in this or any other jurisdiction that asserts
26 claims similar to those asserted in this action on behalf of a class or group of individuals some or all
27 of whom would also be an Aggrieved Employee.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed on February 24, 2022, at El Segundo, California.

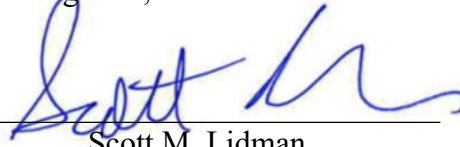
3
4 
5 Scott M. Lidman

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

November 20, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Golden Hippo Holdco, Inc.
c/o Quilli Pinotti, Agent for Service of Process
23251 Mulholland Dr., Ste. 201
Woodland Hills, CA 91364

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Golden Bolt, LLC
c/o Quilli Pinotti, Agent for Service of Process
23251 Mulholland Dr., Ste. 201
Woodland Hills, CA 91364

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Whole Body Research, LLC
c/o Quilli Pinotti, Agent for Service of Process
23251 Mulholland Dr., Ste. 201
Woodland Hills, CA 91364

Re: *Patricia Mejia de Gonzalez v. Golden Bolt, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Patricia Mejia de Gonzalez in claims arising from her employment with Golden Bolt, LLC; Golden Hippo Holdco, Inc.; and Whole Body Research, LLC (“Defendants”). Ms. Mejia de Gonzalez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendants’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the present date.

Ms. Mejia de Gonzalez, a current employee, was hired by Defendants on or around March 29, 2016. Throughout her employment with Defendants, Ms. Mejia de Gonzalez worked out of Defendants’ warehouse in Woodland Hills, California.

During her employment with Defendants, Ms. Mejia de Gonzalez held the position of a packer and Ms. Mejia de Gonzalez’s job duties included, without limitation, processing, packaging, and distributing products. During her employment with Defendants as a part-time employee, Ms. Mejia de Gonzalez was generally scheduled to work from approximately 7:30 or 8:30 a.m. to approximately 4:00 or 5:00 p.m., Monday through Wednesday or Friday.

At times during Ms. Mejia de Gonzalez’s employment with Defendants, Ms. Mejia de Gonzalez was not provided all legally required meal periods due to Defendants’ meal period policies and

practices. Specifically, Defendants had a policy and practice of providing Ms. Mejia de Gonzalez and other non-exempt employees with a meal period commencing at approximately 12:00 p.m. until approximately at 12:30 p.m. Also, throughout Ms. Mejia de Gonzalez's employment with Defendants, Defendants utilized policies and practices that required Ms. Mejia de Gonzalez and other non-exempt employees to clock back in at the end of the meal period at approximately 12:30 p.m., which often necessitated waiting in a line to use the timeclock. As such, Ms. Mejia de Gonzalez and other non-exempt employees were required to spend part of their meal period waiting in line in order to clock back in before the end of their meal period at 12:30 p.m. As a result, at times, Ms. Mejia de Gonzalez and other non-exempt employees received meal periods of less than 30 minutes.

Although Ms. Mejia de Gonzalez was not provided with all legally-compliant meal periods to which she was entitled, Defendants failed to compensate Ms. Mejia de Gonzalez with all the required meal period premium for each workday in which she experienced a meal period violation as mandated by Labor Code § 226.7. In addition, on occasion, Defendants provided Ms. Mejia de Gonzalez with a "Paid Lunch Award" when she experienced a meal period violation. However, when Ms. Mejia de Gonzalez received a "Paid Lunch Award," it was not paid at her regular rate of pay in violation of Labor Code section 226.7.

Ms. Mejia de Gonzalez was also not authorized and permitted to take all legally required and compliant rest periods due to Defendants' rest period policies and practices. Defendants' rest period policies and practices fail to authorize and permit duty-free rest periods for every four hours worked, or major fraction thereof. Specifically, Defendants' written policies and practices required Ms. Mejia de Gonzalez and the other non-exempt employees to remain on the premises during their rest periods. Because Defendants' rest period policy or practice requires employees to remain on the work premises during rest periods, Defendants' rest period policy fails to relinquish control over how employees spend their time during rest periods in violation of California law. As a result, Defendants' rest period policy fails to authorize and permit legally-compliant duty-free rest periods.

Although Ms. Mejia de Gonzalez was not authorized and permitted to take all legally-compliant rest periods to which she was entitled, Defendants failed to compensate Ms. Mejia de Gonzalez with the required rest period premium for each workday in which she experienced a rest period violation as mandated by Labor Code § 226.7. Further, upon information and belief, during at least a portion of the class period, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to provide a legally compliant rest period.

During her employment with Defendants, Ms. Mejia de Gonzalez would at times work in excess of eight hours per workday and/or more than forty hours per workweek, but did not receive overtime compensation equal to one and one-half times her regular rate of pay for working overtime hours. Specifically, for at least a portion of the time period relevant to her claims, Ms. Mejia de Gonzalez received non-discretionary "Paid Lunch Awards," for workdays in which she experienced a meal period violation, and/or other forms of pay not excludable as a matter of law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Defendants' payment of Incentive Pay to Ms. Mejia de Gonzalez, Defendants failed to include all forms of Incentive Pay when calculating Ms. Mejia de Gonzalez's regular rate of pay, thereby causing Ms. Mejia de Gonzalez to be underpaid all of her required overtime wages.

As a result of Defendants' failure to pay all overtime wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Mejia de Gonzalez.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Overtime Violations

Defendants were required to pay Ms. Mejia de Gonzalez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked. As explained above, Defendants had a policy/practice of shaving Ms. Mejia de Gonzalez's work time and/or rounding Ms. Mejia de Gonzalez's work time such that she was not fully paid for all time worked. As a result of these policies/practices, Ms. Mejia de Gonzalez and other aggrieved employees were not compensated for all overtime wages on occasions when they worked over eight hours in a workday and/or 40 hours in a workweek.

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Mejia de Gonzalez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As described above, Ms. Mejia de Gonzalez and other non-exempt employees were required to spend part of their meal period waiting in line in order to clock back in before the end of their meal period at 12:30 p.m. As a result, at times, Ms. Mejia de Gonzalez and other non-exempt employees received meal periods of less than 30 minutes. As a result, Ms. Mejia de Gonzalez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Ms. Mejia de Gonzalez was not provided with all legally-compliant meal periods to which she was entitled, Defendants failed to compensate Ms. Mejia de Gonzalez and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendants also failed to authorize and permit Ms. Mejia de Gonzalez and other aggrieved employees to take all required paid rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As alleged above, Defendants' written policies and practices required Ms. Mejia de Gonzalez and

the other non-exempt employees to remain on the premises during their rest periods. Because Defendants' rest period policy or practice requires employees to remain on the work premises during rest periods, Defendants' rest period policy fails to relinquish control over how employees spend their time during rest periods in violation of California law. As such, Ms. Mejia de Gonzalez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Mejia de Gonzalez and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all overtime wages earned, total gross wages earned, total net wages earned, and meal and rest period premium wages in violation of Labor Code § 226 *et seq.* Defendants' failure to furnish Ms. Mejia de Gonzalez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime wages earned, and unpaid meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendants' reported data.

As an "aggrieved employee," Ms. Mejia de Gonzalez will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Mejia de Gonzalez own investigation, and on information and belief, Defendants committed the following Labor Code violations:

- a. Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;
- c. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees;
- d. Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements;
- e. Defendants violated Labor Code § 204 by failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month; and

- f. Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT 2

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Agreement”) is made and entered into between Plaintiff Patricia Mejia De Gonzalez (“Plaintiff”), acting in a Private Attorney General capacity and on behalf of the State of California, and Defendant Golden Bolt, LLC (“Defendant”).

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “Action” means Plaintiff’s sole Cause of Action under the Private Attorneys’ General Act of 2004 (“PAGA”) pursuant to California Labor Code section 2699, *et seq.* alleged in the case entitled *Patricia Mejia De Gonzalez v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 21STCV02962.

2. “Aggrieved Employees” means all current and former hourly, non-exempt employees of Defendant Golden Bolt, LLC who worked in California at any time from November 20, 2019 through date the Court grants approval of this Settlement.

3. “Defendant” means Golden Bolt, LLC.

4. “Complaint” means the operative Complaint entitled *Patricia Mejia De Gonzalez v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 21STCV02962 filed in the Action at the time that this Settlement is approved by the Court.

5. “Court” means the Superior Court of California for the County of Los Angeles.

6. “Effective Date” means the date upon entry of an Order and Judgment by the Court approving this Settlement.

7. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

8. “LWDA” means the California Labor and Workforce Development Agency.

9. “Gross Settlement Amount” is the non-reversionary sum of One Hundred Thousand Dollars and Zero Cents (\$100,000.00), which represents the total amount payable under this Settlement by Defendant (unless the Gross Settlement Amount is increased pursuant to Paragraph III.4. below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s Counsel’s fees and costs, payment of Plaintiff’s enhancement award and payment to the Settlement Administrator for administration costs.

10. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Plaintiff’s Counsel’s fees up to one-third of the Gross Settlement Amount [(currently estimated at Thirty Three Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$33,333.33))] including one-third of any increase to the Gross Settlement Amount pursuant to Paragraph III.4 below; (b) Plaintiff’s verified costs up to \$15,000.00; (c)

Plaintiff's enhancement award in an amount not to exceed \$5,000.00; and (d) administration costs in an amount not to exceed \$3,000.00.

11. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

12. "PAGA Period" means the time period from November 20, 2019 through the date the Court grants approval of this Settlement.

13. "Released Parties" means Defendant and its past and present officers (including but limited to, Mark Clemens, Craig Clemens, Curt Clemens, Josh Golder), directors, shareholders, members, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective assigns, successors and predecessors in interest, its subsidiaries, sister, affiliate, and parent entities (including but not limited to Golden Bolt, LLC; Golden Customer Care, LLC; Whole Body Research, LLC; One Two Cosmetics, LLC; City Beauty, LLC; ISN Education, LLC) and their attorneys.

14. "PAGA Released Claims" means any and all claims for civil penalties arising during the PAGA Period under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.* that were actually alleged or that could have been alleged against the Released Parties based on the facts stated in the original, amended and/or operative complaint(s) or LWDA Letter (s), including PAGA claims for alleged violations of Labor Code sections 204, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1198 and 2802 and for any and all claims for civil penalties that arose during the PAGA Period related to the following:

- a. Any claims for unpaid compensation or compensation at the incorrect rate (including but not limited to overtime pay and double time pay) whether contractual or statutory;
- b. Any claims for failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate;
- c. Any claim for failure to authorize and permit rest periods in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate;
- d. Any claim for failure to provide reimbursements for business related expenses;
- e. Any claim for failure to pay wages timely; and
- f. Any claim for failure to provide all/ accurate information required to be on a wage statement or to maintain records required by the Labor Code.

15. "Parties" mean Plaintiff and Defendant, collectively.

16. "Plaintiff" means Patricia Mejia De Gonzalez.

17. “Plaintiff’s Counsel” means Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC; and Paul K. Haines of Haines Law Group, APC.

18. “Settlement Administrator” means Simpluris.

II. RECITALS

1. On January 25, 2021, Plaintiff filed the Action against Defendant alleging a single cause of action under the PAGA alleged PAGA-based civil penalty claims for: (1) failure to pay all overtime wages owed; (2) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to timely pay wages; and (7) unfair competition.

2. On November 20, 2020, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to the PAGA stemming from alleged violations of the California Labor Code described in Paragraph 1 above.

3. On March 23, 2021, Plaintiff filed a First Amended Complaint which corrected some issues raised by Defendant but did not otherwise change the underlying claims being alleged.

4. On January 10, 2022, Plaintiff provided written notice to the LWDA and Defendant supplementing her prior November 20, 2020 letter, and asserting claims for civil penalties pursuant to the PAGA stemming from Defendant’s alleged failure to reimburse aggrieved employees for business expenses.

5. During the pendency of the Action, the Parties engaged in an informal discovery exchange prior to mediation. In response to Plaintiff’s Counsel’s informal discovery requests, Defendant provided Plaintiff’s Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees and the claims in the Action, including the claim for failure to reimburse employees for all business expenses, in order for Plaintiff’s Counsel to investigate Plaintiff’s allegations and value the PAGA claim, including payroll data.

6. On January 10, 2022, the Parties participated in a full-day mediation before mediator Steven Mehta, Esq., at which time the Parties were able to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission**. Nothing in this Settlement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Amendment to Complaint.** In connection with the mediation, Defendant provided Plaintiff with relevant data and information related to a claim for failure to reimburse employees for all necessarily incurred business expenses. That information was analyzed by Plaintiff, and the Parties negotiated this Settlement with the intention of resolving not only the PAGA-based civil penalty claims asserted in the First Amended Complaint (the operative complaint at the time of mediation), but also a PAGA-based civil penalty claims for failure to reimburse for all necessarily incurred business expenses. Therefore, as a material term and condition of this Settlement, the Parties agree to stipulate once 65 days have passed following Plaintiff's submission of the supplemental LWDA letter described in Paragraph II.4. above (and assuming the LWDA does not take any action in response thereto) that Plaintiff be granted leave to file a Second Amended Complaint to add a PAGA civil penalty-based claim for failure to reimburse for all necessarily incurred business expenses. Defendant shall cooperate, as necessary, to stipulate to and/or otherwise effectuate the filing of the Second Amended Complaint. This Settlement is expressly conditioned upon the Court granting leave to file the Second Amended Complaint.

3. **Gross Settlement Amount.** Defendant shall pay One Hundred Thousand Dollars and Zero Cents (\$100,000.00) as the **non-reversionary** Gross Settlement Amount (unless the Gross Settlement Amount is increased pursuant to Paragraph III.4. below). Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator by no later than thirty (30) calendar days of Court approval of the Settlement. The Settlement Administrator shall hold all portions of the Gross Settlement Amount in an interest-bearing account for the benefit of the Aggrieved Employees until the time for disbursement. The releases identified herein shall be null and void if Defendant fails to fully fund the Gross Settlement Amount. No payment or disbursement shall be made by the Settlement Administrator to Plaintiff, Plaintiff's Counsel or the Aggrieved Employees until the appeal deadline has passed on the Court's order approving the Settlement and the judgement becomes final (e.g., 61 days after judgment is entered, if no appeal is filed).

4. **Escalator Clause.** Defendant represents that there are an estimated 2,700 pay periods worked by the aggrieved employees during the period of November 20, 2019 through the date of mediation, January 10, 2022. If the number of PAGA periods worked by aggrieved employees during the PAGA Period (defined above in paragraph 3 as November 20, 2019 through the date the Court grants approval of this settlement) is more than 15% greater than this figure, Defendant shall have the sole option to: (i) agree to increase the Gross Settlement Amount on a proportional basis above the 15% (i.e., if there was a 20% increase in the number of pay periods worked by aggrieved employees during the PAGA Period, Defendant would agree to increase the Gross Settlement Amount by 5%); or (ii) end the PAGA period as of the date that the number of pay periods worked by aggrieved employees reaches 15% above 2700 pay periods).

5. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, subject to Court approval, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiff's Attorneys' Fees and Costs.** Defendant will not oppose Plaintiff's request for attorneys' fees in the amount up to one-third (1/3) of the Gross Settlement Amount (currently estimated to be \$33,333.33) including one-third (1/3) of any increase to the Gross Settlement Amount, if applicable, pursuant to Paragraph III.4 above. Defendant will not oppose Plaintiff's request for costs incurred in prosecuting this Action in amount not to exceed \$15,000.00.

In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). If the Court believes the attorneys' fees and/or costs should be reduced, the other terms of this Settlement will remain in effect and enforceable, and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. The Settlement Administrator will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. Plaintiff's Enhancement Award. Defendant will not oppose Plaintiff's request for an enhancement award in the amount of \$5,000.00 for her service to the LWDA and the Aggrieved Employees, and the risk she undertook by attaching her name to the Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for Plaintiff's enhancement award). If the Court believes the enhancement award should be reduced, the other terms of the Settlement will remain in effect and enforceable, and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. The Settlement Administrator will report this payment on IRS Form 1099 issued to Plaintiff.

c. Administration Costs. The Parties agree that the Administration Costs shall be paid from the Gross Settlement Amount, currently estimated to be \$3,000.00, for administering the Settlement. The Settlement Administrator will report this payment on IRS Form 1099 issued to the Settlement Administrator.

6. Allocation of Net Settlement Amount. The Net Settlement Amount shall be distributed pursuant to Labor Code § 2699(i) as follows:

a. 75% of the Net Settlement Amount shall be distributed to the LWDA;

b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees. This portion of the Net Settlement Amount shall be paid to all Aggrieved Employees pro rata based on the proportional number of pay periods worked by each Aggrieved Employee during the PAGA Period.

This paragraph regarding allocation is based on the Parties' collective understanding that all payments from the Net Settlement Amount will be considered "penalties" and that there will be no employer-side tax consequence to Defendant as a result of an allocation of the penalty amount being wages. If the Parties later determine otherwise, they will meet and confer regarding changes to this allocation provision.

7. Representative PAGA Release. In her capacity as a Private Attorney General or "aggrieved employee" acting on behalf of herself, the State of California and Aggrieved Employees, and in consideration of the enhancement award awarded to her, Plaintiff hereby releases Defendant and the Released Parties, from any and all of the PAGA Released Claims that arose during the PAGA Period.

8. Plaintiff's General Release. In light of her enhancement award described above, Plaintiff personally agrees to release, in addition to the PAGA Released Claims, all claims, whether known or unknown, under federal law or state law, to the fullest extent permitted by law, against

the Released Parties. Plaintiff further understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, 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.

Notwithstanding the above nor anything else in this Agreement, this waiver and release does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims; (ii) rights or claims arising out of this Agreement after the date this Agreement is executed by Plaintiff and (iii) rights or claims arising out of this Agreement. The Agreement in no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.

9. **No Right to Opt-Out.** The Parties agree that there is no statutory right for any Aggrieved Employee to opt-out or otherwise exclude himself or herself from the Settlement.

10. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer, to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that she has read this Settlement, that she fully understands her rights, privileges and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges that she had the opportunity to consult with his attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

11. **Termination of Settlement.** If the Court does not approve the Settlement, if the Court does not enter judgment, as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of the Settlement and prior to the execution of the Memorandum of Understanding of PAGA Settlement.

12. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment that has been approved by both parties, which enters judgment in the Action in accordance with the terms of the Settlement and retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use Simpluris to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within ten (10) business days of the court signing the approval order, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, total number of pay periods worked during the PAGA Period, and Social Security number. The list shall also include the sum total of all pay periods worked by Aggrieved Employees during the PAGA Period. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in the highest of confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement and none of the information contained in the list shall be disclosed to third Parties or to Plaintiff's Counsel without the express written consent of counsel for Defendant.

Within seven (7) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall also determine whether the Escalator Clause in Section III.4 has been triggered and, if so, Defendant shall make its election as to how to proceed under said clause. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments or otherwise distributing any funds to the LWDA, Plaintiff and Plaintiff's Counsel.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within two (2) business days of receiving approval from counsel of the payment calculations as provided above and only after the judgement has become final and no appeal can be filed (whichever is later), the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in both English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.6., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

4. **Undeliverable Notices/Payments.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be re-sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing after which any returned checks will be deemed undeliverable.

The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Individual Settlement Payment(s) to the Aggrieved Employees, the postmark date of any subsequent mailing to any the Aggrieved Employees, and a list of Aggrieved Employees who did not receive the Individual Settlement Payment due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

Defendant fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the State Controller's Office pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et. seq.* for the benefit of and in the name(s) of the Aggrieved Employees to whom the checks were issued but whom did not cash the checks. The unclaimed checks shall remain in the unclaimed property fund in the name of the Aggrieved Employee until such time that they claim their property (the Individual Settlement Payment), or the property is otherwise disposed of pursuant the Unclaimed Property Laws.

5. **Payment of Remainder.** Within five (5) business days of receiving approval from counsel of the payment calculations and only after the time to appeal the Judgment has expired (whichever is later), the Settlement Administrator will distribute the following additional payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; (3) Court-approved enhancement award to Plaintiff; and (4) Court-approved administration costs to the Settlement Administrator. Upon direction by Defendant, the Administrator may release funds to the LWDA sooner than proscribed in this paragraph.

6. **Accounting.** Within fifteen (15) business days of receiving approval from counsel of the payment calculations, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement. The Settlement Administrator shall provide a further such accounting under oath, upon request, after the conclusion of the 180-day check cashing period.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. No later than January 31 of the year following payment of their individual portion of the PAGA Payment, the Settlement Administrator will prepare and issue IRS Form 1099s to Aggrieved Employees who received a payment. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

8. **Notification to LWDA:** Plaintiff agrees that Plaintiff's Counsel will notify the LWDA of the settlement at the time the settlement is submitted to the Court for approval, seek approval of the Settlement, and perform any and all statutory tasks as required by law.

V. **MISCELLANEOUS PROVISIONS**

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

2. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, assigns, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees, and other fees incurred in connection with this Settlement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California. This Settlement shall be deemed to have been entered into in the County of Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Los Angeles.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims in the Action. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

6. **Nullification of Settlement.** In the event that: (i) after good faith efforts to amend or modify the Agreement for Court approval the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions unless otherwise required under this Agreement.

7. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Plaintiff will submit a proposed judgment in conformity with this Agreement to be entered by the Court, which shall constitute a final and binding resolution of the claims in the Action.

8. **Authorization to Enter into Settlement.** The signatories hereto represent that they are fully authorized to enter into this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

9. **Execution and Counterparts.** This Settlement is subject only to its execution by all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, electronic signatures, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange a fully executed Agreement. The Parties also agree that a facsimile, electronic, or scanned copy of the fully executed Agreement shall have the same force and effect as an original signed Agreement.

10. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

11. **Non-Disclosure and Non-Disparagement.** Prior to the filing of the Motion for Approval of the Settlement, Plaintiff agrees not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity. Additionally, unless compelled by operation of law and with the exception of any information Plaintiff must submit to the Court or the LWDA to seek approval of the Settlement, Plaintiff agrees that she will not make or solicit any comments, statements, or the like to any person, the media, on any form of social media, or in any other private or public forum, or to any entity with which Plaintiff has a relationship, that may be considered disparaging to Defendant. Nothing in this paragraph, however, prohibits Plaintiff from truthfully testifying or providing information if compelled by operation of law. The Parties acknowledge that a breach by Plaintiff of the covenants set forth in Paragraph will cause substantial harm to Defendant. Both Parties therefore acknowledge that it is impossible for such harm to be calculated with any degree of certainty. Therefore, the Parties agree that any breach by Plaintiff of her obligations under this Paragraph proven by a preponderance of the evidence shall entitle Defendant to liquidated damages in the amount of Five Hundred Dollars and No Cents (\$500.00) or Ten Percent (10%) of the Enhancement Award approved by the Court, whichever is greater.

12. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

13. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or

unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

16. **Enforcement Action.** The Parties hereby agree this Agreement is enforceable under Code of Civil Procedure section 664.6, so as to allow the Parties to enforce the terms of their settlement until performance has been made in full. In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

APPROVED AS TO FORM AND CONTENT:

Dated: Feb 16, 2022

Patricia C Mejia de Gonzalez
Patricia C Mejia de Gonzalez (Feb 16, 2022 15:14 PST)

Patricia Mejia De Gonzalez, Plaintiff

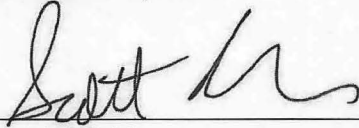
Dated: 2/18/22

By: Yangyang Li
Its: Assoc. General Counsel
Golden Bolt, LLC, Defendant

APPROVED AS TO FORM AND PARAGRAPH 10:

Dated: February 16, 2022

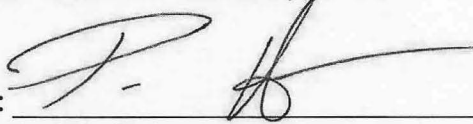
LIDMAN LAW, APC

By: 

Scott M. Lidman
Attorneys for Plaintiff, Patricia Mejia De
Gonzalez

Dated: February 16, 2022

HAINES LAW GROUP, APC

By: 

Paul K. Haines
Attorneys for Plaintiff, Patricia Mejia De
Gonzalez

APPROVED AS TO FORM:

Dated: February 18, 2022

LITTLER MENDELSON, P.C.

By: 

Khatereh Sage Fahimi
Attorneys for Defendant, Golden Bolt, LLC

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Patricia Mejia De Gonzalez v. Golden Bolt, LLC
Los Angeles County Superior Court Case No. 21STCV02962

<<Name>>
<<Address>>
<<City>>, <<State>> <<Zip Code>>
XX - XX - ____

I. NOTICE OF PAGA SETTLEMENT

The Los Angeles County Superior Court (the "Court") has approved a settlement in the above-captioned action filed by Patricia Mejia De Gonzalez ("Plaintiff") on behalf of herself, the State of California, and all other aggrieved employees.

In this lawsuit, Plaintiff is seeking to recover civil penalties for alleged violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency ("LWDA") and other aggrieved employees under the California Private Attorneys General Act (the "PAGA"). Golden Bolt, LLC denies Plaintiff's allegations.

The Court has not made a determination about the merits of Plaintiff's claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's claims.

You are receiving this Notice because you are in the group of employees referred to as "Aggrieved Employees," which is defined as: "all current and former hourly, non-exempt employees of Defendant Golden Bolt, LLC who worked in California at any time from November 20, 2019 through [insert approval date]."

II. INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period. Your payment is enclosed with this Notice.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties reported on an IRS Form 1099, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor Golden Bolt, LLC has made any representations or warranties regarding the taxation of your Individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, all Aggrieved Employees, including you, will release Golden Bolt, LLC and its past and present officers (including but limited to, Mark Clemens, Craig Clemens, Curt Clemens, Josh Golder), directors, shareholders,

members, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective assigns, successors and predecessors in interest, its subsidiaries, sister, affiliate, and parent entities (including but not limited to Golden Bolt, LLC; Golden Customer Care, LLC; Whole Body Research, LLC; One Two Cosmetics, LLC; City Beauty, LLC; ISN Education, LLC) and their attorneys ("Released Parties") from any and all claims for civil penalties arising during the PAGA Period under the Labor Code Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.* that were actually alleged or that could have been alleged against the Released Parties based on the facts stated in the original, amended and/or operative complaint(s) or LWDA Letter (s), including PAGA claims for alleged violations of Labor Code sections 204, 226, 226.7, 510, 512, 516, 558, 1174, 1194, 1198 and 2802 and for any and all claims for civil penalties that arose during the PAGA Period related to the following:

- a. Any claims for unpaid compensation or compensation at the incorrect rate (including but not limited to overtime pay and double time pay) whether contractual or statutory;
- b. Any claims for failure to provide meal periods in accordance with the California Labor Code and/or applicable Wage Orders, including any claims regarding failure to pay premium pay at the correct rate;
- c. Any claim for failure to authorize and permit rest periods in accordance with the applicable California Wage Orders or Labor Code, including any claims regarding failure to pay premium pay at the correct rate;
- d. Any claim for failure to provide reimbursements for business related expenses;
- e. Any claim for failure to pay wages timely; and
- f. Any claim for failure to provide all/ accurate information required to be on a wage statement or to maintain records required by the Labor Code ("PAGA Released Claims").

Upon entry of the Order approving the Settlement, any Aggrieved Employee covered by this Agreement (including you) will be barred from proceeding with any of the PAGA Released Claims released by this Settlement.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, Simpluris, at [ADMINISTRATOR INFO] with any questions.

Settlement checks will be void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office under the unclaimed property laws in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 3

EXHIBIT 3

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

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

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

(D.D.C. 2017)

* “Years Out of Law School” is calculated from June 1 of each year, when most law students graduate. “1-3” includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). “4-7” applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier “1-3” from June 1, 1996 until May 31, 1999, would move into tier “4-7” on June 1, 1999, and tier “8-10” on June 1, 2003.

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

EXHIBIT 4

EXHIBIT 4

Expense Summary
Patricia Mejia de Gonzalez v. Golden Bolt, LLC

EXPENSE	AMOUNT
Mediation Costs	\$8,000
CourtCall/VCourt Expenses	\$15.00
Filing, Service, and Messenger Fees	\$1,215.70
Copying Costs	\$27.00
Postage Costs	\$41.94
PAGA Approval Motion Fees (Filing, copying, postage, etc.)	\$150.00
TOTAL:	\$9,449.64

EXHIBIT 5

EXHIBIT 5

From: [DIR PAGA Unit](#)
To: [Dana Joudi](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, February 24, 2022 1:05:31 PM

02/24/2022 01:05:15 PM

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

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

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

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Scott

Your Last Name *

Lidman

Your Email Address *

djoudi@lidmanlaw.com

Your Street Name, Number and Suite/Apt *

2155 Campus Drive, Suite

Your Mobile Phone Number

Your City *

El Segundo

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

90245

Court and Hearing Information

Court *

LASC

Court Case Number *

21STCV02962

Hearing Date (if any)

March 21, 2022

Hearing Time

8:30 a.m.

Hearing Location

Dept. 68, 111 N. Hill Street

Number of aggrieved employees *

92

Gross settlement amount *

100000

Gross penalty amount *

49217.03

Penalties to LWDA *

36912.77

Date of proposed settlement *

02/18/2022

Proposed Settlement and Other Documents

Proposed Settlement *

2022-02-23 D...xecuted).pdf

Other Attachment (if any)

No file chosen

[Add Another Attachment](#)

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

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

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

EXHIBIT 6

EXHIBIT 6

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245
OFFICE: (424) 322-4772
FAX: (424) 322-4775

January 10, 2022

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Khatereh Sage Fahimi, Bar No. 252152
sfahimi@littler.com
Karimah J. Lamar, Bar No. 246862
klamar@littler.com

LITTLER MENDELSON P.C.

501 W. Broadway, Suite 900
San Diego, CA 92101.3577
Attorneys for Defendant Golden Bolt, LLC

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Golden Bolt, LLC
c/o Quilli Pinotti, Agent for Service of Process
23251 Mulholland Dr., Ste. 201
Woodland Hills, CA 91364

Re: *Patricia Mejia de Gonzalez v. Golden Bolt, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Patricia Mejia de Gonzalez in claims arising from her employment with Golden Bolt, LLC (“Defendant”). Ms. Mejia de Gonzalez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the present date.

By this letter, Ms. Mejia de Gonzalez hereby supplements her correspondence to the LWDA dated November 20, 2020 (the “LWDA letter”). Attached hereto as **Exhibit A** is a true and correct copy of the LWDA letter and is incorporated herein by reference. In addition to the Labor Code violations identified in the LWDA letter, Ms. Mejia de Gonzalez alleges Defendant is also liable for the following:

Failure to Reimburse Necessary Business Expenses

During Ms. Mejia de Gonzalez's employment with Defendant, Ms. Mejia de Gonzalez believes and thereon alleges that Defendant required her and other non-exempt employees to wear protective gear, including without limitation, steel toe shoes, goggles, ear plugs, face masks, and face shields. Although Defendant provided vouchers to its non-exempt employees for the steel toe shoes, Defendant did not provide the goggles, face masks, ear plugs, and face shields and the non-exempt employees were required to purchase these items. Therefore, Ms. Mejia de Gonzalez alleges that Defendant failed to reimburse its employees for expenses incurred related to certain requisite protective gear. Additionally, Ms. Mejia de Gonzalez alleges that some non-exempt employees had to use their personal cellular phones to discharge their duties. Defendant knew or should have known that these non-exempt employees were necessarily incurring expenses due to the use of their personal cellular phones in the direct discharge of their duties. Yet, despite the necessity of non-exempt employees using their personal cell phones for work activities and Defendant knowing or should have knowing about same, these employees were never reimbursed for a reasonable portion of her cellular phone expenses by Defendant, as mandated by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

As an "aggrieved employee," Ms. Mejia de Gonzalez will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein and, in her LWDA letter. Based on Ms. Mejia de Gonzalez's own investigation, and on information and belief, Defendant committed the following Labor Code violation, in addition to the violations set forth in Ms. Mejia de Gonzalez's LWDA letter:

- a) Defendant violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Mejia de Gonzalez and other aggrieved employees for necessary work expenditures.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT A

EXHIBIT A

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

November 20, 2020

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Golden Hippo Holdco, Inc.
c/o Quilli Pinotti, Agent for Service of Process
23251 Mulholland Dr., Ste. 201
Woodland Hills, CA 91364

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Golden Bolt, LLC
c/o Quilli Pinotti, Agent for Service of Process
23251 Mulholland Dr., Ste. 201
Woodland Hills, CA 91364

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Whole Body Research, LLC
c/o Quilli Pinotti, Agent for Service of Process
23251 Mulholland Dr., Ste. 201
Woodland Hills, CA 91364

Re: *Patricia Mejia de Gonzalez v. Golden Bolt, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Patricia Mejia de Gonzalez in claims arising from her employment with Golden Bolt, LLC; Golden Hippo Holdco, Inc.; and Whole Body Research, LLC (“Defendants”). Ms. Mejia de Gonzalez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendants’ numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the present date.

Ms. Mejia de Gonzalez, a current employee, was hired by Defendants on or around March 29, 2016. Throughout her employment with Defendants, Ms. Mejia de Gonzalez worked out of Defendants’ warehouse in Woodland Hills, California.

During her employment with Defendants, Ms. Mejia de Gonzalez held the position of a packer and Ms. Mejia de Gonzalez’s job duties included, without limitation, processing, packaging, and distributing products. During her employment with Defendants as a part-time employee, Ms. Mejia de Gonzalez was generally scheduled to work from approximately 7:30 or 8:30 a.m. to approximately 4:00 or 5:00 p.m., Monday through Wednesday or Friday.

At times during Ms. Mejia de Gonzalez’s employment with Defendants, Ms. Mejia de Gonzalez was not provided all legally required meal periods due to Defendants’ meal period policies and

practices. Specifically, Defendants had a policy and practice of providing Ms. Mejia de Gonzalez and other non-exempt employees with a meal period commencing at approximately 12:00 p.m. until approximately at 12:30 p.m. Also, throughout Ms. Mejia de Gonzalez's employment with Defendants, Defendants utilized policies and practices that required Ms. Mejia de Gonzalez and other non-exempt employees to clock back in at the end of the meal period at approximately 12:30 p.m., which often necessitated waiting in a line to use the timeclock. As such, Ms. Mejia de Gonzalez and other non-exempt employees were required to spend part of their meal period waiting in line in order to clock back in before the end of their meal period at 12:30 p.m. As a result, at times, Ms. Mejia de Gonzalez and other non-exempt employees received meal periods of less than 30 minutes.

Although Ms. Mejia de Gonzalez was not provided with all legally-compliant meal periods to which she was entitled, Defendants failed to compensate Ms. Mejia de Gonzalez with all the required meal period premium for each workday in which she experienced a meal period violation as mandated by Labor Code § 226.7. In addition, on occasion, Defendants provided Ms. Mejia de Gonzalez with a "Paid Lunch Award" when she experienced a meal period violation. However, when Ms. Mejia de Gonzalez received a "Paid Lunch Award," it was not paid at her regular rate of pay in violation of Labor Code section 226.7.

Ms. Mejia de Gonzalez was also not authorized and permitted to take all legally required and compliant rest periods due to Defendants' rest period policies and practices. Defendants' rest period policies and practices fail to authorize and permit duty-free rest periods for every four hours worked, or major fraction thereof. Specifically, Defendants' written policies and practices required Ms. Mejia de Gonzalez and the other non-exempt employees to remain on the premises during their rest periods. Because Defendants' rest period policy or practice requires employees to remain on the work premises during rest periods, Defendants' rest period policy fails to relinquish control over how employees spend their time during rest periods in violation of California law. As a result, Defendants' rest period policy fails to authorize and permit legally-compliant duty-free rest periods.

Although Ms. Mejia de Gonzalez was not authorized and permitted to take all legally-compliant rest periods to which she was entitled, Defendants failed to compensate Ms. Mejia de Gonzalez with the required rest period premium for each workday in which she experienced a rest period violation as mandated by Labor Code § 226.7. Further, upon information and belief, during at least a portion of the class period, Defendants maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to provide a legally compliant rest period.

During her employment with Defendants, Ms. Mejia de Gonzalez would at times work in excess of eight hours per workday and/or more than forty hours per workweek, but did not receive overtime compensation equal to one and one-half times her regular rate of pay for working overtime hours. Specifically, for at least a portion of the time period relevant to her claims, Ms. Mejia de Gonzalez received non-discretionary "Paid Lunch Awards," for workdays in which she experienced a meal period violation, and/or other forms of pay not excludable as a matter of law when calculating an employee's regular rate (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). Despite Defendants' payment of Incentive Pay to Ms. Mejia de Gonzalez, Defendants failed to include all forms of Incentive Pay when calculating Ms. Mejia de Gonzalez's regular rate of pay, thereby causing Ms. Mejia de Gonzalez to be underpaid all of her required overtime wages.

As a result of Defendants' failure to pay all overtime wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Mejia de Gonzalez.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Overtime Violations

Defendants were required to pay Ms. Mejia de Gonzalez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 1, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked. As explained above, Defendants had a policy/practice of shaving Ms. Mejia de Gonzalez's work time and/or rounding Ms. Mejia de Gonzalez's work time such that she was not fully paid for all time worked. As a result of these policies/practices, Ms. Mejia de Gonzalez and other aggrieved employees were not compensated for all overtime wages on occasions when they worked over eight hours in a workday and/or 40 hours in a workweek.

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Mejia de Gonzalez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As described above, Ms. Mejia de Gonzalez and other non-exempt employees were required to spend part of their meal period waiting in line in order to clock back in before the end of their meal period at 12:30 p.m. As a result, at times, Ms. Mejia de Gonzalez and other non-exempt employees received meal periods of less than 30 minutes. As a result, Ms. Mejia de Gonzalez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Ms. Mejia de Gonzalez was not provided with all legally-compliant meal periods to which she was entitled, Defendants failed to compensate Ms. Mejia de Gonzalez and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendants also failed to authorize and permit Ms. Mejia de Gonzalez and other aggrieved employees to take all required paid rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As alleged above, Defendants' written policies and practices required Ms. Mejia de Gonzalez and

the other non-exempt employees to remain on the premises during their rest periods. Because Defendants' rest period policy or practice requires employees to remain on the work premises during rest periods, Defendants' rest period policy fails to relinquish control over how employees spend their time during rest periods in violation of California law. As such, Ms. Mejia de Gonzalez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Mejia de Gonzalez and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all overtime wages earned, total gross wages earned, total net wages earned, and meal and rest period premium wages in violation of Labor Code § 226 *et seq.* Defendants' failure to furnish Ms. Mejia de Gonzalez and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime wages earned, and unpaid meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendants' reported data.

As an "aggrieved employee," Ms. Mejia de Gonzalez will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Mejia de Gonzalez own investigation, and on information and belief, Defendants committed the following Labor Code violations:

- a. Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Plaintiff and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;
- c. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees;
- d. Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements;
- e. Defendants violated Labor Code § 204 by failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month; and

- f. Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman