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

JOSE D. MEJIA, an individual;

Plaintiff,

v.

LEON C. WILLARD, individually & doing
business as L. C. WILLARD ROOFING;
and DOES 1 through 20, inclusive;

Defendants.

Case Number: 21STCV20776

[Honorable Michael P. Linfield; Department 34]

**PLAINTIFF JOSE D. MEJIA’S NOTICE OF
MOTION AND UNOPPOSED MOTION FOR
COURT APPROVAL OF PAGA
SETTLEMENT;**

**DECLARATION OF SARKIS SIRMABEKIAN,
ESQ. IN SUPPORT;**

[Filed concurrently with [Proposed] Order]

Hearing:
Date: March 18, 2022
Time: 08:30 AM
Dept.: 34

Complaint Filed: June 3, 2021
Trial Date: October 17, 2022

RESERVATION ID: 763237618842

TO THE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on March 18, 2022, at 8:30 a.m. or soon thereafter as the matter may be heard in Department 34 of the Stanley Mosk Courthouse, located at 111 North Hill Street, Los Angeles, California 90012, Plaintiff JOSE D. MEJIA (“Plaintiff”) will, and hereby does apply unopposed for a Court order approving the PAGA settlement in this matter.

1 The basis for this motion is that the parties have reached and fully executed a settlement of the
2 above-entitled case that disposes of the matter entirely. However, one aspect of Plaintiff's claims
3 included a prayer for remedies under the Private Attorneys General Act ("PAGA"). Pursuant to statute,
4 settlement of PAGA claims requires court approval. *See Labor Code section 2699(l)*. Thus, the parties
5 seek court approval of the PAGA aspect of the settlement so that the matter may be dismissed entirely
6 pursuant to the settlement of the parties.

7 This motion is based on this notice of motion and unopposed motion, the attached declaration
8 of Sarkis Sirmabekian, Esq., and all exhibits attached thereto, the attached Memorandum of Points
9 and Authorities, as well as all records on file with this Court and the argument that is presented at the
10 time of the hearing.

11
12 DATED: February 24, 2022

SIRMABEKIAN LAW FIRM, PC

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15 By: 

Sarkis Sirmabekian, Esq.
Attorney for Plaintiff

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. BACKGROUND**

3 On June 3, 2021, Plaintiff JOSE D. MEJIA (“Plaintiff”) filed a Complaint against Defendant
4 LEON C. WILLARD, individually & doing business as L. C. WILLARD ROOFING, and DOES 1
5 through 20, inclusive, (collectively “Defendant”). Prior to filing the Complaint, on March 19, 2021,
6 Plaintiff filed a PAGA Notice with the Labor and Workforce Development Agency (the “LWDA”)
7 against Defendant alleging numerous violations of the California Labor Code and violations of the
8 State’s Private Attorneys’ General Act, California Labor Code §2698 *et seq.*, (“PAGA”) (the “PAGA
9 Claim”). On May 24, 2021, 65-days had elapsed since Plaintiff’s filing of her PAGA Notice, and the
10 LWDA provided no notice that it intended to investigate on the PAGA Notice. The LWDA took no
11 action against Defendant on the PAGA Notice, did not investigate and has issued no citations against
12 Defendant on the PAGA Notice. The LWDA did not notified the Parties regarding any intention to
13 investigate, consistent with *Labor Code section 2699.3 (2) (A) or (2) (B)*. Therefore, Plaintiff
14 proceeded with filing its Complaint.

15 On July 7, 2021, Defendant filed an Answer. After having engaged in voluntary disclosure of
16 documents and records and conducted independent analysis, the Parties attended a mediation session
17 with mediator Michael D. Young, Esq. of Judicate West, on November 22, 2021. As a result of the
18 mediation, the Parties reached a resolution and executed a “Confidential Settlement Agreement and
19 General Release of All Claims” on December 1, 2021. The Parties believe that settlement meets the
20 various standards for approval required by *Labor Code § 2699(1)(2)*, which states: “The superior court
21 shall review and approve any settlement of any civil action filed pursuant to this part. The proposed
22 settlement shall be submitted to the agency at the same time that it is submitted to the court.” There is
23 no noteworthy case law setting forth the standard for a court’s review and approval of PAGA penalties.

24 On December 02, 2021, the Parties filed a “Joint Stipulation and [Proposed] Order Approving
25 PAGA Settlement” with the Court. On January 14, 2022, the Court issued an order denying the
26 Stipulation and requesting further facts and information in support of approval. Therefore, Plaintiff
27 files this current unopposed Motion for Court Approval of PAGA Settlement.
28

1 **II. ARGUMENT**

2 **A. THE COURT SHOULD APPROVE THE PROPOSED SETTLEMENT OF**
3 **THE PAGA PORTION OF THIS CASE.**

4 **1. The Court’s duty to review and approve any settlement of PAGA penalties.**

5 PAGA permits an aggrieved employee to sue an employer for civil penalties associated with
6 the employer’s violation of various California Labor Code provisions. *Labor Code section 2699(a)*.
7 Pursuant to the statute, of the amount paid to settle a claim for PAGA penalties, twenty five percent
8 (25%) is payable to the employee prosecuting the action and seventy-five percent (75%) is payable to
9 the California Labor and Workforce Development Agency (LWDA). *Labor Code section 2699(i)*.
10 Under *Labor Code section 2699(l)*, “[t]he Superior Court shall review and approve any penalties
11 sought” as part of the resolution of a case that involved PAGA claims.” *Labor Code section 2699(l)*.

12 The Senate Daily Journal for the 2003-2004 Regular Session, pages 4754-55 contained the
13 following letter dated July 29, 2004, from Senator Joseph L. Dunn, regarding the intent of the PAGA:
14 “The purpose of the court review of penalties in subdivision (l) is to ensure that settlements involving
15 penalties arising under Labor Code Section 2699 do not undercut the dual statutory purposes of
16 punishment and deterrence, or result in unjust, arbitrary and oppressive, or confiscatory settlements.”

17 Here, Plaintiff’s main claims center around Defendants’ alleged failure to pay correct overtime
18 rates to aggrieved employees, of which there are a total of four (4).

19 **2. Settlement Process**

20 On November 22, 2021, the Parties participated in private mediation before Michael D. Young,
21 Esq. of Judicate West (the “Mediator”), a respected employment law mediator. The Parties came to
22 an agreement following the mediation, in which the Parties stipulated to the material terms of the
23 Settlement Agreement now before this Court. The settlement discussions during and after mediation
24 were conducted at arm’s length, and the settlement is the result of an informed and detailed analysis
25 of Defendants’ potential liability of total exposure in relation to the costs and risks associated with
26 continued litigation.

27 After having engaged in voluntary disclosure of documents and records and conducted
28 independent analysis, the Parties reached a resolution and executed a “Confidential Settlement

1 Agreement and General Release of All Claims” on December 1, 2021. Based on the data produced
2 pursuant to informal discovery, as well as PAGA Counsel’s own independent investigation and
3 evaluation and the Mediator’s efforts, PAGA Counsel believe that the settlement with Defendant for
4 the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
5 adequate and is in the best interest of the PAGA Members in light of all known facts and
6 circumstances, including the risk of significant delay and uncertainty associated with litigation,
7 various defenses asserted by Defendant, and numerous potential appellate issues.

8 Although the Parties wish to keep the exact amounts of the settlement between Plaintiff and
9 Defendant confidential, Plaintiff discloses that his individual settlement with Defendant does not
10 exceed the total gross sum of twenty thousand dollars (\$20,000). The settlement amount is fair,
11 reasonable, and adequate based on the facts and information related to this matter.

12 **3. The Court should approve the proposed settlement of the PAGA penalties**
13 **because the settlement is fair, reasonable, and adequate under the**
14 **circumstances of this case**

15 Under the recent California Supreme Court case *Z.B., NA v. Superior Court* (2019) 8 Cal.5th
16 175, 241, unpaid wages may not be collected as part of an action under the PAGA for remedies under
17 *Labor Code § 558*. Only civil penalties are recoverable in a PAGA action; statutory penalties are not
18 recoverable under the PAGA. *Tanguilig v. Bloomingdale’s, Inc.* (2016) 5 Cal.App.5th 665, 676.3.

19 Against this backdrop, the Parties have agreed to a PAGA payment of one thousand dollars
20 (\$1,000) distributed as follows: \$333.33 to Sirmabekian Law Firm for PAGA Counsel’s fees, \$75.00
21 for PAGA Counsel’s costs, with 75% of the remainder being paid to the State, and 25% of the
22 remainder being paid in equal shares to the four (4) aggrieved employees. In addition to the PAGA
23 penalties, the aggrieved employees, including Plaintiff, have individually negotiated and settled in full
24 their underlying wage and hour claims that cannot be recovered through a PAGA settlement.

25 The parties submit that payment of a \$1,000 civil penalty for the claims alleged in the
26 Complaint does not undercut the statutory purposes of the PAGA, or result in an unjust, arbitrary and
27 oppressive, or confiscatory settlement. Defendant represents to the Court that Defendant is a small
28 sole proprietorship that has very limited financial means, did not engage in intentional misconduct in

1 violation of the Labor Code, and corrected its internal procedures before this lawsuit was filed.

2 Defendant (“Settlement Administrator”) shall administer the PAGA settlement checks, and
3 provide Plaintiff a detailed declaration of compliance. Each aggrieved employee (“PAGA Settlement
4 Group Member”) must receive or cash his or her Settlement Share payment or check within 180
5 calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator,
6 the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA
7 Settlement Group Member at his or her correct address. If any PAGA Settlement Group
8 Member’s Settlement Share check is not cashed within one hundred twenty (120) calendar days
9 after its last mailing to the PAGA Settlement Group Member, the Settlement Administrator will
10 send the PAGA Settlement Group Member a letter or postcard informing him or her that unless
11 the check is cashed in the next sixty (60) calendar days, it will expire and become non-
12 negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a PAGA
13 Settlement Group Member fails to cash the check for his or her Settlement Share within one hundred
14 eighty days (180) calendar days after it is mailed to him or her, the funds shall be distributed by the
15 Settlement Administrator to the State Controller’s Unclaimed Property Fund in the Settlement Group
16 Member’s name.

17 Moreover, a trial court does not abuse its discretion in approving the settlement of a case
18 involving PAGA claims even when the settlement allocates none of the settlement payment to PAGA
19 claims. *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576, 589. *Nordstrom* was a putative
20 wage an hour class action in which the employer agreed to pay up millions in cash plus another \$2.5
21 million in merchandise vouchers to settle all claims (including PAGA claims). *Nordstrom*, 186
22 Cal.App.4th at 580. Certain class members objected to the settlement released those claims without
23 any consideration paid to the LWDA pursuant to them. *Id.* at 589. On Appeal, the appellate court held
24 that the trial court did not abuse its discretion in approving the class settlement even though it released
25 PAGA claims without any money paid to the LWDA for those claims. *Ibid.* (“We find no abuse of
26 discretion in the trial court’s approval of the settlement agreement containing these terms,” even
27 though the agreement released PAGA claims without any consideration paid to the LWDA for those
28 releases).

1 The facts supporting Plaintiff's PAGA claims included:

2 a. there are four (4) aggrieved employees total, including Plaintiff;

3 b. Defendant provided Plaintiff's counsel with informal sampling of records of potential
4 aggrieved employees prior to mediation;

5 c. Some time sheets contained no clock in/out, and some time sheets showed late lunches;

6 d. Some pay stubs showed deductions for uniforms;

7 e. The company's handbook is facially non-compliant; which results in inaccurate time
8 records, unpaid wages, meal break violations, 226, etc.

9 f. Foreman Jack got paid in cash. Labor Code 226.8, \$5,000-\$25,000 per each misclassified
10 employee.

11 Here, the parties have allocated the sum of \$1,000 as payment to the LWDA to resolve the
12 PAGA claims for the relatively small group of four (4) aggrieved employees total, including Plaintiff.
13 Under the circumstances of this case, this is more than fair and reasonable allocation. Thus, the parties
14 request that the Court approve this aspect of the settlement.

15 **4. Defendant has submitted a declaration confirming that all aggrieved**
16 **employees have separately settled, and has listed the amounts recovered by**
17 **each employee**

18 Defendant has stated that there are four (4) aggrieved employees total. Per the concurrently
19 filed Declaration of Defendant Leon C. Willard, Defendant has provided accounting of the individual
20 settlements reached by each aggrieved employee, including Plaintiff, including the total damages each
21 aggrieved employee will receive because of their claims. This information is provided in order to
22 ensure that fraud, collusion, or overreaching did not occur, and for the Court to be able to fulfill its
23 responsibilities under *Reed* and *Nordstrom*. See *Declaration of Leon C. Willard, paragraphs 4-6*.

24 Further, per the Declaration of Sarkis Sirmabekian, Esq., Plaintiff's counsel does not represent
25 any of the aggrieved employees, besides Plaintiff, the individual settlements of the aggrieved
26 employees are not at issue here, and are only being provided per the Court's request in order to achieve
27 approval of the PAGA claim.
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1 **5. Defendant has further submitted information establishing the size of**
2 **Defendant’s business, structure, financial health, possibility of intentional**
3 **misconduct, and remedial measures to prevent further injury**

4 Per the concurrently filed Declaration of Defendant Leon C. Willard, Defendant Willard
5 studied and got his roofing contractor license and slowly started out on his own. Defendant eventually
6 bough the business LC WILLARD ROOFING from his dad. As of the time that Plaintiff left the
7 company (April 2020), Defendant had three other employees. All three of them have been working at
8 Defendant’s business for at least 10 years. For the mediation, Defendant provided my tax records for
9 2020, 2019 and 2018 that showed Defendant’s average annual profits, etc. Defendant’s business is a
10 small family business. *See Declaration of Leon C. Willard, paragraphs 2-6.*

11 **6. The Parties have submitted a draft “Notice of Settlement” document**

12 Per *EXHIBIT B* of the Declaration of Sarkis Sirmabekian, Esq., a draft “Notice of Settlement”
13 document is submitted to the Court showing that each aggrieved employee will receive and/or be
14 required to sign. The Notice clearly explains to the aggrieved employees that they are not giving up
15 any rights by accepting the settlement proceeds.

16 **7. Plaintiff’s Motion for Court Approval of PAGA Settlement moving papers**
17 **were concurrently filed/served with the LWDA, in compliance with *Labor***
18 ***Code § 2699(l)(2)***

19
20 **B. DEFENDANT DOES NOT OPPOSE THIS MOTION FOR COURT**
21 **APPROVAL OF THE PAGA SETTLEMENT**

22 Defendant LEON C. WILLARD, individually & doing business as L. C. WILLARD
23 ROOFING does not oppose Plaintiff’s Motion for Court approval of the PAGA Settlement.

1 **III. CONCLUSION**

2 Based on the foregoing, the parties respectfully request that the Court approve the settlement
3 of the PAGA claims as set forth herein.

4
5 Respectfully submitted,

6
7 DATED: February 24, 2022

SIRMABEKIAN LAW FIRM, PC

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10 By: 

11 Sarkis Sirmabekian, Esq.
12 Attorney for Plaintiff
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1 **DECLARATION OF SARKIS SIRMABEKIAN, ESQ.**

2 I, SARKIS SIRMABEKIAN, hereby declare as follows:

3 1. That I am an attorney at law, duly licensed to practice before all courts of the State of
4 California. I am the attorney representing Plaintiff JOSE D. MEJIA in this action. In that capacity, I
5 am familiar with the day-to-day handling of this matter. If called upon to testify, I could and would
6 competently attest to the following, which is submitted of my own personal knowledge, except as to
7 those matters that are stated upon information and belief.

8 2. This matter involves Labor Code violations, which includes wage and hour claims. Plaintiff
9 JOSE D. MEJIA (“Plaintiff”) worked for Defendant LEON C. WILLARD, individually & doing
10 business as L. C. WILLARD ROOFING. The Complaint alleged eleven (11) substantive claims:

- 11 a. Failure to Pay Minimum Wage (Cal. Lab. Code section 1197);
12 b. Failure to Compensate for all Hours Worked (Cal. Lav. Code section 1198);
13 c. Failure to Pay Overtime Compensation (Cal. Lab. Code section 1198);
14 d. Failure to Pay Rest Period Compensation (Cal. Lab. Code section 226.7);
15 e. Failure to Pay Meal Period Compensation (Cal. Lab. Code section 226.7);
16 f. Failure to Furnish Accurate Wage and Hour Statements (Cal. Lab. Code section 226);
17 g. Failure to Pay Wages Upon Discharge (Cal. Lab. Code section 201);
18 h. Statutory Penalties (Cal. Lab. Code sections 203 and 558);
19 i. Failure to Indemnify and Illegal Deductions from Wages (Cal. Lab. Code section 2802);
20 j. Violation of the Private Attorneys General Act of 2004 (“PAGA”) (Cal. Lab. Code section
21 2698);
22 k. Violations of California’s Unfair Competition Act (Bus. & Prof. Code sections 17200 *et*
23 *seq.*);

24 **Plaintiff’s Individual Settlement:**

25 3. Although the Parties wish to keep the exact amounts of the settlement between Plaintiff and
26 Defendant confidential, Plaintiff discloses that his individual settlement with Defendant does not
27 exceed the total gross sum of twenty thousand dollars (\$20,000). The settlement amount is fair,
28 reasonable, and adequate based on the facts and information related to this matter.

1 4. Plaintiff worked for Defendant for 23 years. There are 3 years in the SOL period.

2 5. Plaintiff reports starting work at 6:30 a.m. and not taking his lunch break until 12 p.m. per his
3 foreman's orders. Defendant's timekeeping records corroborate this and show no clock in/outs. There
4 is a rebuttable presumption in Plaintiff's favor regarding meal break violations. *Donahue v. AMS*
5 *Services LLC* (2021) 11 cal.5th 58.

6 6. Meal and rest break premiums alone approximately amount to \$33,000.00 (2 premiums * \$22
7 rate * 5 days/week * 50 weeks/year * 3 years).

8 7. Plaintiff was also required to record his time while off-the-clock. Unpaid wages and waiting
9 time penalties exceeded \$5,000.00.

10 8. 10 years ago, when Defendant Willard's nephew "Jack" was absent for a few years, Plaintiff
11 was temporarily assigned as foreman. But Jack returned 5+ years ago, and Plaintiff has never been a
12 foreman in the statutory period. There was also another foreman named "Andy".

13 9. Plaintiff confirms company did not keep track of Plaintiff's clock in/outs. Only the total hours.
14 In Defense's sample records, often only "Total Time" was also kept for employees 2, 4, 6, and 8. *See*
15 *sample Timesheet attached as EXHIBIT A.*

16 **PAGA Claims:**

17 10. Defendant has stated that there are four (4) aggrieved employees total, including Plaintiff.

18 11. Besides Plaintiff, I do not represent any of the remaining aggrieved employees.

19 12. All aggrieved employees have separately settled with Defendant.

20 13. The individual settlements of each aggrieved employee are not at issue here, and are only being
21 provided per the Court's request in order to achieve approval of the PAGA claim.

22 14. The facts supporting Plaintiff's PAGA claims included:

23 a. there are four (4) aggrieved employees total, including Plaintiff;

24 b. Defendant provided Plaintiff's counsel with informal sampling of records of potential
25 aggrieved employees prior to mediation;

26 c. Some time sheets contained no clock in/outs, and some time sheets showed late lunches;

27 d. Some pay stubs showed deductions for uniforms;

28 e. The company's handbook is facially non-compliant; which results in inaccurate time records,

1 unpaid wages, meal break violations, 226, etc.

2 f. Foreman Jack got paid in cash. Labor Code 226.8, \$5,000-\$25,000 per each misclassified
3 employee.

4 15. Attached hereto as “**EXHIBIT A**” is a true and correct copy of time sheets, paystubs, and
5 portion of Defendant’s company handbook supporting Plaintiff’s PAGA claims.

6 16. Attached hereto as “**EXHIBIT B**” is a true and correct copy of the “Notice of Settlement”
7 document that each aggrieved employee will receive and/or be required to sign. The Notice clearly
8 explains to the aggrieved employees that they are not giving up any rights by accepting the settlement
9 proceeds.

10 17. Plaintiff’s Motion for Court Approval of PAGA Settlement moving papers were concurrently
11 filed/served with the LWDA, in compliance with *Labor Code § 2699(l)(2)*.

12
13 I declare under the penalty of perjury under the laws of the State of California that the foregoing
14 is true and correct. Executed this 24th day of February 2022, in Los Angeles, California.

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17 _____
18 Sarkis Sirmabekian, Esq.
19 Declarant
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EXHIBIT A

Timesheet

Printed on: 10/01/2021

Name: **REDACTED**

Feb22 to Feb 28, 2021

Customer:Job	Service Item	Payroll Item	Notes	M	Tu	W	Th	F	Sa	Su	Total	Bill*
		straight Time		8:00	8:00	8:00	8:00	8:00	0:00	0:00	40:00	N
Totals				8:00	8:00	8:00	8:00	8:00	0:00	0:00	40:00	

Signature _____

LC WILLARD ROOFING -- EMPLOYEE TIME CARD

Employee Name:

REDACTED

Pay Period: _____

JOB NAME	DAY	Date	START OF SHIFT TIME	BREAK #1 (10 MINUTES PAID)	LUNCH OUT (30 MINUTES UNPAID - START IN 5 TH HOUR OF WORK)	LUNCH IN	BREAK #2 (10 MINUTES PAID)	END OF SHIFT TIME	TOTALS R & OT
OUT	MON								
BLIX	TUES		6:30	9:30	12	11:30	1:30	3	8
OFF	WED								
ANDY	THUR		6:30	9:30	12	11:30	1:30	3	8
	FRI								
	SAT								
	SUN								

MY SIGNATURE CONFIRMS THAT THE TIME ENTRIES ABOVE ARE CORRECT AND TRUTHFUL. ALSO, I KNOW THAT IF I AM EVER NOT PREVENTED FROM TAKING A FULL AND ON-TIME REST OR MEAL BREAK, I HAVE TO NOTIFY THE COMPANY IN WRITING RIGHT AWAY.

Employee Signature: _____

REDACTED

(Reg) TOTAL: 16

(OT) TOTAL: _____

Pay date: 4-16-21

Check No. 21106

L.C. Willard Roofing
8347 Wilbur Ave.
CA 91324

Jose Mejia
13513 Mineola Ave.
Arleta, CA 91331

Employee Pay Stub

Check number: 19818

Pay Period: 03/17/2018 - 03/23/2018

Pay Date: 03/30/2018

Employee

Jose Mejia, 13513 Mineola Ave., Arleta, CA 91331

SSN

***-**-5075

Earnings and Hours	Qty	Rate	Current	YTD Amount
straight Time	15:00	21.00	315.00	9,187.50
Taxes			Current	YTD Amount
Medicare Employee Addl Tax			0.00	0.00
Federal Withholding			0.00	-477.00
Social Security Employee			-19.53	-569.63
Medicare Employee			-4.57	-133.22
CA - Withholding			0.00	-141.02
CA - Disability			-3.15	-91.88
			-27.25	-1,412.75
Adjustments to Net Pay			Current	YTD Amount
uniforms			-12.00	-156.00
Net Pay			275.75	7,618.75

Sick	Accrued	Used	Available
Current	0:00	0:00	24:00
YTD	0:40		

error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.5 Recording Time

LC Willard Roofing is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company [[time cards/time sheets/punch clock/timekeeping application/other]]. Exempt employees may also be required to track days or time worked. Speak with your Supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

[[Time sheets/time cards are to be turned in to your Supervisor or appropriate department on (date or dates).]]

[[If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.]]

Notify your Supervisor [[or appropriate department]] of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your Supervisor or appropriate department any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Open Door/Conflict Resolution Process

LC Willard Roofing strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisor. If you have already brought this matter to the attention of your Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

EXHIBIT B

Re: **NOTICE OF SETTLEMENT**

JOSE D. MEJIA VS. L. C. WILLARD ROOFING, et al.
Superior Court of California for the County of Los Angeles
Case Number: 21STCV20776

Date:

SIMID
Name
Address

Dear Name:

A settlement was reached between Plaintiff and Defendant in *Jose D. Mejia vs. L. C. Willard Roofing, et al.*, filed in the Superior Court of California for the County of Los Angeles (Case Number: 21STCV20776) (the “Action”). On , the Superior Court of California for the County of Los Angeles, issued an Order approving the Settlement, which was brought pursuant to the Private Attorneys General Act of 2004 (“PAGA”). An action under PAGA is an enforcement action in which an aggrieved employee acts as a private attorney general to collect penalties from employers. In reaching this settlement, L. C. WILLARD made no admission of liability and denied the truth of the allegations in the Action. However, to avoid additional expense, inconvenience, and interference with L. C. WILLARD’s business operations, the parties have concluded that it is in the best interests of the parties to settle.

This settlement affects certain employees and former employees of L. C. WILLARD. You are receiving this Notice of Settlement because you worked for L. C. WILLARD at some point from April 2016 through April 2020 (“Claims Period”). Pursuant to the Settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by L. C. WILLARD, your decision to cash the check will not affect your employment.

Note: By cashing the check, the employee is not giving up any right to sue for any alleged grievances that the employee has against the employer.

Payment of this settlement includes a release of any and all claims pursuant to the *California Labor Code § 2698*, which were alleged based on the facts in the operative Complaint or notice for the California Labor Workforce Development Agency (“LWDA”) on behalf of Plaintiff and all aggrieved employees during the Claims Period. The release includes all claims, rights, demands, liabilities and causes of action that arose during the PAGA period, for civil penalties under the PAGA, based on the allegations pled by Plaintiff in the Action: (a) failure to

pay minimum wage (*Labor Code section 1197*); (b) failure to compensate for all hours worked (*Labor Code section 1198*); (c) failure to pay overtime compensation (*Labor Code section 1198*); (d) failure to pay rest period compensation (*Labor Code section 226.7*); (e) failure to meal period compensation (*Labor Code section 226.7*); (f) failure to furnish accurate wage and hour statements (*Labor Code section 226*); (g) failure to pay wages upon discharge (*Labor Code section 201*); (h) statutory penalties (*Labor Code section 203 and 558*); (i) failure to indemnify and illegal deductions from wages (*Labor Code section 2802*); (j) violation of the California Private Attorneys' General Act of 2004 (*Labor Code section 2698, et. seq.*); and (k) unfair competition (*Business and Professions Code sections 17200*); including any related claims for attorneys' fees, costs, penalties or interest resulting there from, during the PAGA Period). This release only waives, and is limited to, the aggrieved employee's rights to collect civil penalties under PAGA (*2698 et seq.*).

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at 1. XXX.XXX.XXXX.

(§ 1013a, 2015.5 C.C.P.)

SERVICE LIST

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Labor and Workforce Development Agency ("LWDA") Department of Industrial Relations Attn. PAGA Administrator 1515 Clay Street, Ste. 801 Oakland, CA 94612	<i>Labor and Workforce Development Agency: filed/served online at:</i> <i>https://www.dir.ca.gov/Private-Attorneys- General-Act/Private-Attorneys-General- Act.html</i>



Court Reservation Receipt

Reservation

Reservation ID: 763237618842	Status: RESERVED
Reservation Type: Motion for Order (Motion for Court Approval of PAGA Settlement)	Number of Motions: 1
Case Number: 21STCV20776	Case Title: JOSE D. MEJIA vs LEON C. WILLARD, INDIVIDUALLY
Filing Party: Jose D. Mejia (Plaintiff)	Location: Stanley Mosk Courthouse - Department 34
Date/Time: March 18th 2022, 8:30AM	Confirmation Code: CR-ZHZU2BPJQCWI2KOWC

Fees

Description	Fee	Qty	Amount
Motion for Order (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount: \$61.65	Type: Visa
Account Number: XXXX5936	Authorization: 06687D

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