

Armond M. Jackson, SBN 281547
ajackson@jacksonapc.com
Andrea M. Fernandez-Jackson, SBN 295924
afernandez@jacksonapc.com
JACKSON APC
2 Venture Parkway, Suite 400
Irvine, California 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

Attorneys for Plaintiff Juan Carlos Barragan,
individually, and on behalf of all other similarly situated employees

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

JUAN CARLOS BARRAGAN, as an
individual and on behalf of other similarly
situated employees,

Plaintiff,

vs.

CALIFORNIA MANTEL & FIREPLACE,
INC, a California corporation and DOES 1-50,
inclusive,

Defendant

Case No.: 30-2021-01193396-CU-OE-CXC

*Assigned for all purposes to the
Hon. Melissa R. McCormick, Dept. CX104*

**DECLARATION OF ARMOND M.
JACKSON IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: August 14, 2025

Hearing Time: 2:00 p.m.

Department: CX104

Reservation ID: 74525851

1 1. I am an attorney licensed to practice law before all courts of the State of California. I am
2 an attorney for Jackson APC, attorney of record for Plaintiff Rocio Rosales (referred to herein as
3 “Plaintiff”). I have personal knowledge of everything stated below and could and would
4 competently testify thereto if sworn.

5 2. I submit this Declaration in support of Plaintiffs’ motion for preliminary approval of class
6 action settlement. A true and correct copy of the fully executed Stipulation for Class Action
7 Settlement is attached to this declaration as **Exhibit A**.

8 3. During the litigation, I interviewed Juan Carlos Barragan (“Mr. Barragan”) and
9 determined she was a suitable plaintiff based upon her experience of being subjected to
10 Defendants’ purported Labor Code violations and his concern to hold the Defendants
11 accountable for any alleged liability for such violations. By initiating this lawsuit against a
12 former employer, Mr. Barragan has subjected himself to reputational risk. Throughout the
13 course of this litigation, Mr. Barragan assisted this office in preparing the complaint. Mr.
14 Barragan also made himself available on an “on call” basis to answer any questions regarding the
15 case and approve any settlement. Mr. Barragan also continuously provided my office with
16 updated information concerning the Defendants’ business operations.

17 4. On April 2, 2021, Juan Carlos Barragan filed claims alleging violations regarding: (1)
18 failure to provide minimum wages; (2) failure to provide overtime wages; (3) failure to pay
19 timely wages; (4) failure to unlawfully receive wages; (5) failure to provide meal breaks; (6)
20 failure to provide rest periods; (7) failure to provide and maintain accurate itemized wage
21 statements and maintain records; (8) failure to pay timely wages upon termination; and (9)
22 unlawful business practices. Case Number: 30-2021-01193396-CU-OE-CXC.

23 5. On December 10, 2021, Juan Carlos Barragan filed claims alleging additional violations
24 regarding: (1) failure to reimburse for business expenses; (2) unlawful business practices; and (3)
25 Violation of the California Private Attorney General Act. Case Number: 30-2021-01235971-CU-
26 OE-CXC.
27
28

1 6. During each phase of discovery, Plaintiff's counsel engaged in detailed case analysis
2 based on the information revealed. Calculations were performed, as well as an analysis of the
3 risks and rewards of continued litigation.

4 7. Plaintiff served formal discovery on Defendant. The parties continued to engage in
5 discovery and ultimately agreed to exchange informal discovery in preparation for a mediation.
6 After the parties negotiated the scope of informal discovery, the parties agreed to engage
7 mediator Mike Young, Esq. Before mediation, it was agreed that Defendants produce a
8 sampling of the payroll records for the class, handbooks, relevant wage and hour policies and
9 pay data for the class. After Defendants produced the requested sampling and documentation,
10 the wage and hour policies and payroll data was reviewed and allowed the party to analyze the
11 purported violations of the Defendants. This information allowed Plaintiff to evaluate the claims
12 in preparation for mediation. The parties engaged in a full day mediation on October 24, 2024
13 with Michael Young, Esq. that ultimately resulted in a settlement through a mediator's proposal.
14 Thereafter, the parties continued to negotiate the terms of the long-form settlement agreement
15 and eventually executed a long-form settlement agreement. Plaintiff also took into account the
16 uncertainty and risk of the outcome of further litigation, and the difficulty and delays inherent in
17 such litigation. Plaintiff and Counsels also considered the burdens of proof necessary to
18 establish liability of the claims asserted in the case, both generally and in response to
19 Defendants' defenses, and the difficulties in establishing penalties, and other relief sought in the
20 case, particularly where, as here, Plaintiff may face difficulty obtaining the cooperation of class
21 members and PAGA Members who are current employees, given their likely reluctance to aid in
22 the prosecution of a lawsuit against their employer. Based on the foregoing, Plaintiff and PAGA
23 Counsels determined that the Settlement set forth in the Agreement is fair, adequate, and
24 reasonable and is in the best interests of the class and PAGA Members.
25

26 8. Throughout the litigation, my office performed a thorough investigation into the claims at
27 issue, which included: (1) determining Plaintiff's suitability as a class representative, background
28

1 investigations, and analyses of his employment files and related records; (2) evaluating all of
2 Plaintiff's potential representative claims; (3) researching similar class claims and PAGA actions
3 as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing a
4 sample of employees' time and wage records; (5) reviewing Defendant's employment policies
5 and practices; (6) researching settlements in similar cases; (7) evaluating Plaintiff's claims and
6 estimating Defendants' liability for purposes of settlement; (8) drafting the mediation brief; and
7 (9) participating in the mediation.

8
9 9. By engaging in an investigation and evaluation of Plaintiff's claims, I can opine that the
10 Settlement, for the consideration and on the terms set forth in the Settlement Agreement, is fair,
11 reasonable, an adequate, and is in the best interests of the LWDA in light of all known facts and
12 circumstances, including the risk of significant delay and uncertainty associated with litigation,
13 and various defenses asserted by Defendants. Based upon review of the payroll documents,
14 below is the analysis of the alleged Labor Code violations segmented by way of factual
15 predicates to support Labor Code violations.

16 10. Based on the information and evidence provided by Defendant in discovery, the analysis
17 of the payroll data, and my own independent investigation, I determined an appropriate range of
18 recovery for settlement purposes by offsetting Defendants' maximum theoretical exposure by:
19 (i) the strength of Defendant's affirmative defenses; (ii) the risk of losing a motion for class
20 certification on some or all of the claims; (iii) the risk of the Court finding that a class and PAGA
21 trial would be unmanageable; (iv) the risk of losing on various dispositive or quasi-dispositive
22 motions that Defendant will bring before trial (*e.g.*, motion to strike class and representative
23 allegations, motion to decertify a class action, and/or motions for summary judgment), which
24 may eliminate all or some of Plaintiff's claims, or bar evidence necessary to prove such claims;
25 (v) the risk of losing some or all of the claims at trial; (vi) the chances a Court may find
26 Defendant did not willfully refuse to pay discharged or terminated employees (*i.e.*, a good faith
27 failure) under Cal. Lab. Code section 203; (vii) the chances a Court may find Defendant did not
28 willfully and intentionally refuse to comply (*i.e.*, a good faith failure) with the wage statement

1 requirements under Cal. Labor Code section 226(e); (viii) the chances of the Court exercising its
2 discretion to reduce PAGA penalties (*see* Cal. Lab. Code section 2699(e); (ix) the delay in
3 payment to class members due to years of protracted litigation in certifying a class, obtaining a
4 favorable verdict at trial, upholding that verdict on appeal, and administering class notice and
5 payments to the class at that later stage instead of now; (x) the chances of a favorable verdict
6 being reversed on appeal; and (xi) the difficulties attendant to collecting on a judgment
7 (collectively, the “Discount Factors”). Based on the preceding and considering the aggregate
8 value of the claims in light of the Discount Factors, I valued the claims for settlement purposes at
9 \$1,275,601.94 after applying a 50% probability on loss on the merits discounts to the damages
10 claims.

11 11. The evaluation determined there to be approximately 21,196 workweeks. Based upon the
12 evaluation, the following is a table of potential damages:

13 **Meal and Rest Periods**

14 12. Plaintiff alleged that Defendants understaffed shifts and scheduled meal periods such
15 that employees did not take their meal periods within the first five hours of a shift, were less than
16 thirty minutes, or did not take a meal period at all, on some occasions. Similarly, Plaintiff
17 alleges employees were not authorized to take rest periods due to understaffing.

18 13. Although Defendants’ time records may create a rebuttable presumption that it did not
19 provide meal periods on those occasions, in compliance with California law, *see, e.g., Donahue*
20 *v. AMN Services, LLC*, 11 Cal. 5th 58 (2021), the claims are likely overwhelmed by individual
21 inquiries, and substantial other evidence either rebuts the presumption or minimizes the potential
22 value of the claims.

23 14. Furthermore, in opposition to any motion for class certification, it is anticipated that
24 Defendants will likeley present declarations from dozens of employees attesting to Defendants’
25 lawful meal and rest period policies and practices, and how employees personally chose to skip,
26 delay or shorten breaks on their own without any influence from Defendant.

1 15. Therefore, based on the foregoing and the “Discounted Factors” described above, these
2 claims should be discounted. After taking into account the foregoing considerations and the
3 Discount Factors, I have assessed the combined value of the meal and rest period claims,
4 inclusive of civil penalties, at between \$0 and \$424,410 reasonable range of liability * 50%
5 probability of prevailing on claims) equating to \$212,205.36.

6 **Minimum Wage and Overtime Claim**

7 16. The theory regarding Plaintiff’s owed wage claims amounted to \$294,706.50 was based
8 upon Plaintiff’s failure to pay wages claims. After taking into account the foregoing
9 considerations and the Discount Factors, I have assessed the combined value of the unpaid wage
10 claims, at between \$0 and \$294,706.50 reasonable range of liability * 50% probability of
11 prevailing on claims) equating to \$147,353.25.

12 17. In this case, damages may be difficult or prove-up given the lack of documentation to
13 show off-the-clock work, tips and gratuities, despite any written policy for purposes of
14 commonality and superiority (i.e. a manageable trial plan), as well as to demonstrate at trial for
15 purposes of finding class-wide liability and damages. As with the preceding claims, we
16 discounted the value of the wage claims to account for the risks of continued litigation and
17 Defendant’s affirmative defenses.

18 18. For example, Defendants will simply argue that Plaintiffs will not be able to present any
19 evidence that an unlawful policy was actually implemented for all class members.

20 19. However, based on certain Discount Factors (i.e., lack of common evidence such as time
21 records or confirmation of hours worked/trained), the lack of documentary evidence, and
22 Defendants’ ability to garner numerous declarations in support of its defense to this claim creates
23 uncertainty.

24 **Wage Statement Claim**

25 20. Plaintiffs allege that Defendants failed to provide Plaintiffs with timely and accurate
26 wage statements as a result of failing to record all hours worked for off-the-clock work.
27 Plaintiffs also allege as a derivative claim of the foregoing allegations for failure to provide
28

1 wages, breaks and pay for all hours worked. Plaintiffs also allege Labor Code section 226
2 damages. Plaintiffs allege that Defendants failed to provide Plaintiffs with timely and accurate
3 wage statements as a derivative claim of the foregoing allegations for failure to provide wages,
4 breaks and pay for all hours worked.

5 21. Defendants provided wage statements with the itemized information, as required under
6 Cal. Lab. Code section 226, to its workers, including Plaintiffs, on a semi-monthly basis. To the
7 extent this claim is derivative of the claims set forth above - that Plaintiffs wage statements were
8 not accurate because Plaintiffs were not paid an additional hour of pay when they were not
9 provided meal and rest periods, not paid for all hours worked, and not properly compensated for
10 all overtime premium pay - the claim bears the same risk for failure as the factual reasons
11 discussed above.

12 22. Moreover, Labor Code section 204(b) permits employers to advance wages or pay for
13 excess hours worked in one pay period onto the next pay period.

14 23. Furthermore, to award statutory penalties under section 226(e), Defendants will argue
15 that Plaintiffs would have had to show that Defendants knowingly and intentionally issued wage
16 statements with unlawful deficiencies which justifies a discount for this claim. [See Labor Code
17 § 226; *Price v. Starbucks Corp.*, 192 Cal. App. 4th 1136, 1142-43 (2011); *see also Elliot v.*
18 *Spherion Pac. Work, LLC*, 572 F. Supp. 2d 1169, 1180-81 (2008).]

19 24. Dating back one year prior to the filing of the complaint are inaccurate, in light of these
20 considerations and the Discount Factors, Plaintiff assessed the settlement value of the wage
21 statement claim at \$522,250. Additionally, a further discount of 50% was applied to account for
22 risk of loss of the entire claim at trial or trial reduction based upon discretionary grounds under
23 PAGA ultimately providing to a realistic range of recovery for wage statements claims combined
24 in the amount of \$261,125.

1 **Waiting Time Penalties**

2 25. This claim is based on Plaintiff's allegations that an extra hour of pay was not provided
3 when meal or rest breaks were not provided, and that workers were not paid all wages and/or
4 premium wages. Plaintiff assessed the settlement value of the wage time penalty claim at
5 \$473,855.50. Additionally, a further discount of 50% was applied to account for risk of loss of
6 the entire claim at trial or trial reduction based upon discretionary grounds under PAGA
7 ultimately providing to a realistic range of recovery in the amount of \$236,927.75.
8

9 **2802 Business Reimbursement Claims**

10 26. Plaintiffs alleged aggrieved employees and class members were subjected to California
11 Labor Code section 2802 violations for failure to reimburse class members and aggrieved
12 employees. Given the risk of litigation, Plaintiff assessed the settlement value of the 2802 Labor
13 Code claims at \$105,980. A discount of 50% was applied to account for risk of loss of the entire
14 claim at trial or trial reduction based upon discretionary grounds under PAGA ultimately
15 providing to a realistic range of recovery for meal break claim and rest break claim combined in
16 the amount of \$52,990.
17

18 **Private Attorney General Act Claims Evaluation**

19 **Total PAGA Exposure:**

20 27. It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil
21 penalties "based on the facts and circumstances of a particular case" when "to do otherwise
22 would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab.
23 Code § 2699(h). In reducing PAGA penalties, courts have considered issues including whether
24 the employees suffered actual injury from the violations, whether the defendant was aware of the
25 violations, and the employer's willingness to fix the violation. *Carrington v. Starbucks Corp.*,
26 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); see
27 also *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*,
28

No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011). For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—or 0.21% of the maximum—and stated that this reduction was warranted because imposing the maximum penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’ “good faith attempts” to comply with meal period obligations and because the court found the violations were minimal. *Carrington*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the lower court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. Likewise, in *Covidien*, the court reduced the potential penalties by over 82%, awarding \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under specified PAGA claim where the employer produced evidence that it took its obligations seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May 12, 2011) (reversing trial court decision denying any civil penalties where violations had been proven, remanding for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15, 2012) (denying PAGA penalties for violation of California Labor Code section 226 as redundant with recovery on a class basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

28. Here, the total realistic PAGA penalties incorporating discounts is estimated at \$365,000.58 in civil penalties that are already included in the exposure analysis. Considering the issues, class claims, defenses, and the risks of reduction, a \$25,000 settlement for a release of PAGA penalties while Defendant pays \$255,000 in total value—is a fair and just result and furthers PAGA’s objectives, and is not “unjust, arbitrary, and oppressive.” Moreover, in class action settlements, courts have approved settlements where no allocation was made to PAGA

1 claims. (*see, e.g., Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 579 (2010) (“[T]rial court did
2 not abuse its discretion in approving a settlement which does not allocate any damages to the
3 PAGA claims.”)).

4 5 **Unlawful Business Practices Claims**

6 29. Plaintiff alleged herself, aggrieved employees and class members were subjected to
7 unlawful business practices for the alleged labor code violations of Defendant. (*See* Cal. Bus.
8 and Prof. Code section 17200.) This claim is derivative and the purpose of this claim was to
9 extend any statute of limitations claims for the wage and hour claims. The value of this claim is
10 incorporated into the value of the wage and hour claims.

11 30. On February 1, 2023, the Parties participated in a full-day mediation with David
12 Rottman, Esq. who is a premier wage and hour class action mediator. After several rounds of
13 negotiations, the parties were not able to resolve this case into the afternoon. As a result of the
14 impasse, David Rottman, Esq. configured a mediator’s proposal that was ultimately accepted by
15 all parties after months of ongoing negotiations. Plaintiff made herself available for the entire
16 duration of the mediation providing necessary information in order to engage in effective
17 negotiations.

18 31. I have been a California licensed attorney since November 2011. I began my career in
19 law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and
20 Resolution Corporation (“PLDRC”) handling employment-related litigation matters. While
21 clerking for PLDRC, I analyzed and organized discovery documents and researched employment
22 litigation issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I
23 worked as an associate attorney at Pedersen McQueen between March 2013 through January
24 2017, almost exclusively engaging in employment matters representing employees. I have
25 litigated several wage and hour cases to trial and am currently litigating or have litigated cases
26 valued in the six and seven figure dollar range, including representative actions. I had primary
27
28

1 responsibility for approximately 20 litigation matters on average throughout my employment at
2 PLDRC and Pedersen McQueen and Pedersen Law. I regularly practiced in state court and
3 sometimes Federal court. As an associate, my responsibilities included carrying primary case
4 responsibility which includes tasks like taking depositions, conducting damages analysis,
5 analyzing discovery documents, conducting client intake, developing discovery and litigation
6 strategies, participating in mediations and arbitrations, engaging in settlement negotiations, trial
7 preparation and trial work, as well as other responsibilities that commonly coincide with
8 managing cases from start to finish. I have been a member of local bar associations, including
9 the Orange County Bar Association, as well as the State Bar of California and American Bar
10 Association and served in a number of leadership roles at all levels. Most notably, I served as a
11 Committee Member of the Orange County Bar Association Young Lawyers' Education
12 Committee and Social Committee.

13
14 32. In January 2017, I officially started my own practice, Jackson APC. Throughout my
15 career, I have currently litigated approximately 100 Private Attorneys General Act cases and/or
16 class action cases to resolution by way of settlement or trial. Over the course of my career, I
17 have litigated above 150 employment cases, including wage and hour representative actions to
18 resolution by way of settlement, default or trial. Based upon my experience, I believe the benefit
19 conferred by the proposed Settlement is eminently fair and reasonable, and is in the best interests
20 of the Class Members because (1) of the monetary benefits to the Class Members and (2)
21 avoiding the risk, delay, and uncertainty of continued litigation.

22 33. Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff's Private Attorneys
23 General Act notice sent to Defendant on March 25, 2021.

24 34. On April 2, 2025, my office submitted a true and correct copy of the operative fully
25 executed Stipulation for Class Action Settlement for this matter to the California Labor and
26 Workforce Development Agency and the moving papers filed concurrently herewith as stated on
27 the proof of service.
28

35. To date, the California Labor and Workforce Development Agency has not responded.

36. Jackson APC advanced 100% of all costs for this matter.

37. Below is a list of prior wage and hour representative actions on which I have served as lead or co-counsel.

1. *Kim v. FNS, InL.*, Los Angeles Superior Court, Case No. BC 578015

2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court, Case No. 37-2017-00003415-CU-OE-CTL

3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-WT-CLT

4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court, Case No. 30-2017-00899277-CU-OE-CXC

5. *Sanchez, et al v. Pueblo Restaurant, InL. dba Casa Torres*, Los Angeles Superior Court, Case No. BC697241

6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court, Case No. CIVDS1610431

7. *Mendoza v. McNeal, Duckworth and McNeal, InL.*, Orange County Superior Court, Case No. 30-2017-00899290-CU-OE-CXC

8. *Ortiz v. Bayside Insurance Associates, InL. et al*, Orange County Superior Court, Case No. 30-2016-00895669-CU-OE-CXC

9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No. BC609306

10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County Superior Court, Case No. BC691018

11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court, Case No. BC715217

1 12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No.
2 30-2016-00854699-CU-OE-CXC

3 13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,
4 Case No. 30-2018-00989673-CU-OE-CXC

5 14. *Mr. Ruiz v. Habit Restaurants, LLC, The et al*, Orange County Superior Court, Case
6 No. 30-2016-00840385-CU-OE-CJC

7 15. *Radilla v. States Logistics Services, InI.*, Orange County Superior Court,
8 Case No. 30-2018-00978231-CU-WT-CJC

9 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court,
10 Case No. 30-2017-00900653-CU-OE-CJC

11 17. *January v. Discovery Management InI. et al*, Los Angeles Superior Court,
12 Case No. BC635918

13 18. *Angel Hernandez v. Merchants Landscape Services, InI. et al.*, Los Angeles Superior
14 Court, Case No. BC674131

15 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court,
16 Case No. 30-2016-00840321-CU-OE-CJC

17 20. *Munoz v. Batten Down, InI. et al*, Los Angeles County Superior Court, Case No.
18 BC617880

19 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case
20 No. 30-2016-00840386-CU-OE-CJC

21 22. *Darmawati v. Westview Services InI.*, Orange County Superior Court, Case No. 30-
22 2015-00795449-CU-OE-CJC

23 23. *Escobar v. Westcoast Textiles, InI. et al*, Orange County Superior Court,
24 Case No. 30-2018-00979111-CU-OE-CXC

25 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
26 No. 30-2017-00900648-CU-OE-CXC
27
28

- 1 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
2 No. 8:19-cv-00564
- 3 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior
4 Court, Case No. 30-2017-00926015-CU-OE-CXC
- 5 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
6 Case No. 30-2016-00877489-CU-OE-CXC
- 7 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
8 Case No. 30-2018-00978815-CU-OE-CXC
- 9 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
10 BC653817
- 11 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County
12 Superior Court, Case No. 30-2018-00981362-CU-WT-CXC
- 13 31. *Santisteban v. Rod Fraser Enterprises, Inl. et al*, Orange County Superior Court,
14 Case No. 30-2017-00904202-CU-OE-CXC
- 15 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
16 Case No. 30-2018-00966582-CU-WT-CXC
- 17 33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No. BC696168
- 18 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
19 Case No. BC710735
- 20 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
21 Case No. 30-2015-00795457-CU-OE-CJC
- 22 36. *Juarez v. Arakelian Enterprises, Inl., et al*, Los Angeles Superior Court,
23 Case No. BC710736
- 24 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,
25 Case No. 30-2018-00981299-CU-OE-CXC
- 26
27
28

1 38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court,
2 Case No. BC722778

3 39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case
4 No. 30-2018-00982745-CU-OE-CXC

5 40. *Magana v. Zara USA, InI., et al*, Orange County Superior Court,
6 Case No. 8:18-cv-02249-AG (ADSx)

7 41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,
8 Case No. 30-2018-00971152-CU-WT-CJC

9 42. *Diaz v. Macy's West Stores, InI. dba Macy's*, Central District of California,
10 Case No. SACV19-00303 ODW (MAAx)

11 43. *Aguirre v. Shelfmaster el al*, Orange County Superior Court, 30-2015-00787557-CU-
12 OE-CJC

13 44. *Goldman v. Encore Energy, InI.*, Los Angeles County Superior Court, BC606773

14 45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,
15 Case No. BC646999
16

17
18 I declare under the penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct. Executed on this 2nd day of April 2025 in Irvine, California.
20

21 /s/ Armond M. Jackson

22 Armond M. Jackson, Declarant
23
24
25
26
27
28

EXHIBIT A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Armond M. Jackson, SBN 281547
ajackson@jacksonapc.com
Andrea M. Fernandez-Jackson, SBN 295924
afernandez@jacksonapc.com
JACKSON APC
2 Venture Parkway, Suite 400
Irvine, California 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

Attorneys for Plaintiff Juan Carlos Barragan
[Additional counsel listed on following page]

SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER

JUAN CARLOS BARRAGAN, as an individual
and on behalf of other similarly situated
employees,

Plaintiff,

vs.

CALIFORNIA MANTEL & FIREPLACE, INC.,
a California corporation and DOES 1-50,
inclusive,

Defendant

Case No.: 30-2021-01193396-CU-OE-CXC
Add PAGA Case No. 30-2021-01235971-CU-OE-CXC
*Assigned for all purposes to the
Hon. Melissa R. McCormick, Dept. CX104*

JOINT STIPULATION OF SETTLEMENT

Case filed: April 2, 2021
Trial date: TBD

1 David B. Nusz, SBN 156298

dnusz@ohaganmeyer.com

2 Matthew J. Sullivan, SBN 349437

msullivan@ohaganmeyer.com

3 **O'HAGAN MEYER**

4695 MacArthur Court, Suite 900

4 Newport Beach, CA 92660

Telephone: (949) 942-8500

5 Facsimile: (323) 942-8510

6 Attorneys for Defendant California Mantel & Fireplace, Inc.

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Amended Joint
5 Stipulation of Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Juan Carlos Barragan (referred to
7 herein as “Plaintiff”) and the Class Members, on the one hand, and Defendant California Mantel &
8 Fireplace, Inc. (“Defendant”), on the other hand. Plaintiff and Defendant collectively are referred to
9 in this Agreement as “the Parties.”

10 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
11 concluded by agreement of Defendant to pay the settlement amount of Two Hundred and Fifty-Five
12 Thousand Dollars and Zero Cents (\$255,000.00) as provided in Section 3.06(a) below (“Gross
13 Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the
14 consideration set forth herein.

15 **ARTICLE I**

16 **DEFINITIONS**

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

19 a. “Actions” means the actions described as follows: *Juan Carlos Barragan individually*
20 *and on behalf of all others similarly situated v. California Mantel & Fireplace, Inc.*, a California
21 corporation, and DOES 1 through 50, inclusive, Case No. 30-2021-01193396-CU-OE-CXC
22 commenced on April 2, 2021 in the Superior Court of the State of California, County of Orange and
23 *Juan Carlos Barragan individually and on behalf of all others similarly situated v. California*
24 *Mantel & Fireplace, Inc.*, a California corporation, and DOES 1 through 50, inclusive, Case No. 30-
25 2021-01235971-CU-OE-CXC commenced on December 10, 2021 in the Superior Court of the State
26 of California, County of Orange.

27 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
28 Exhibit(s).

c. “Class” means all current and former non-exempt employees who are or were employed by Defendant in California at any time during the Class Period.

d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

JACKSON APC
Armond M. Jackson
Andrea M. Fernandez-Jackson
2 Venture Plaza, Suite 400
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

e. “Class List” means a list based on Defendant’s business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means April 2, 2017 to October 26, 2024.

h. “Court” means the Orange County Superior Court.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendant” means Defendant California Mantel & Fireplace, Inc.

k. “Defense Counsel” means counsel for Defendant:

O’HAGAN MEYER LLP
David B. Nusz, Esq.
Matthew J. Sullivan, Esq.
4695 MacArthur Court, Suite 900
Newport Beach, California 92660
Phone: (949) 942-8500
Fax: (323) 942-8510

1 l. “Disposition” means the method by which the Court approves the terms of the
2 Settlement and retains jurisdiction over its enforcement, implementation, construction,
3 administration, and interpretation.

4 m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final
5 formal court order signed by the Court following the Final Fairness and Approval Hearing in
6 accordance with the terms herein, approving this Agreement.

7 n. “Gross Settlement Amount” means Two Hundred Fifty-Five Thousand Dollars and
8 Zero Cents (\$255,000.00) to be paid by Defendant as provided by this Agreement to settle these
9 Actions. All payments to the Class, administration costs, attorney’s fees and costs, and Enhancement
10 Awards, pursuant to Section 3.06(a) below, shall be paid out of the Gross Settlement Amount. The
11 employer’s share of payroll taxes arising from the payments made under this settlement shall be paid
12 by Defendant separate from and in addition to the Gross Settlement Amount. The Gross Settlement
13 Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross
14 Settlement Amount shall revert to Defendant.

15 o. “Incentive Awards” means a monetary amount of up to Five Thousand Dollars and
16 Zero Cents (\$5,000.00) for Plaintiff Juan Carlos Barragan subject to Court approval, in recognition
17 of his effort and work in prosecuting the Action on behalf of Class Members, and for his general
18 release of claims.

19 p. “Individual Settlement Payment(s)” means each Participating Class Member’s
20 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
21 by the calculations provided in this Agreement.

22 q. “LWDA” means The State of California Labor and Workforce Development Agency.

23 r. “LWDA Payment” means 75% of the Twenty-Five-Thousand Dollars and Zero Cents
24 (\$25,000.00) allocated to the settlement of PAGA claims which, subject to Court approval, will be
25 paid to the LWDA pursuant to Section 3.06(e) of this Agreement, as provided for below.

26 s. “Motion for Final Approval” means Plaintiff’s submission of a written motion,
27 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
28

the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and to enter a Final Order in this Action.

t. “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion, including any evidence as may be required for the Court to grant preliminary approval of the Settlement as required by Rule 3.769 of the California Rules of Court.

u. “Named Plaintiff” means Juan Carlos Barragan.

v. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved administration costs, Class Counsels’ attorney’s fees and costs, Enhancement Awards, and LWDA Payment, pursuant to Section 3.06(a)-(f) below.

w. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the Settlement Administrator a valid and timely written request to be excluded from the Class pursuant to Section 3.04(b) below.

x. “Notice Packet” means collectively and in a form substantially similar to, the Notice of Class Action Settlement attached hereto as **Exhibit A** and the Dispute Form attached hereto as **Exhibit B**, all subject to Court approval.

y. “PAGA” means the California Private Attorneys General Act of 2004, which is codified in California Labor Code §§ 2698 *et seq.*

z. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have agreed that the PAGA Settlement Amount is Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group Members.

aa. “PAGA Group Members” means all Class Members employed by Defendant at any time between March 2, 2020 through October 25, 2024 (“PAGA Period”).

bb. “Participating Class Member(s)” is defined as a Class Member who does not timely exclude himself or herself from the Settlement and will therefore receive his or her share of the Net

Settlement Amount automatically without the need to return a claim form. Each Participating Class Member will be paid his/her Individual Settlement Payment.

cc. “Preliminary Approval Date” means the date the Court preliminarily approves the Settlement embodied in this Agreement.

dd. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement Administrator for the benefit of Participating Class Members.

ee. “Qualifying Workweeks” means the number of weeks that Class Members worked for Defendant as non-exempt employees during the Class Period.

ff. “Released Parties” means Defendant.

gg. “Response Deadline” means the deadline by which Class Members must postmark or fax to the Settlement Administrator requests for exclusion or written notices of objection. The Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-mailing.

hh. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys’ fees and costs, to Named Plaintiff for its Enhancement Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

ii. “Settlement Administrator” means ILYM Group, Inc., which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendant does not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant expressly reserve the right to challenge the propriety of class certification in the Action for any purpose, if the Date of Finality does not occur.

The Parties and their respective counsel shall take all steps that may be requested by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not

grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree to meet and confer to address the Court’s concerns. If the Parties are unable to agree upon a resolution, the Parties agree to seek the assistance of mediator Kim Deck to resolve the dispute.

ARTICLE III

PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

The procedure for obtaining Court approval of and implementing this Agreement shall be as follows:

Section 3.01: Motion for Conditional Class Certification and Preliminary Approval

Named Plaintiff will bring a motion before the Court for an order conditionally certifying the Class to include all claims pled in the Action based on the preliminary approval of this Agreement. The date that the Court grants preliminary approval of this Agreement will be the “Preliminary Approval Date.”

Section 3.02: The Settlement Administrator

The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the Settlement Administrator, including but not limited to distributing and responding to inquiries about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks and distributing them to Participating Class Members, establishing and maintaining the QSF, and issuing the payment to Class Counsel for attorneys’ fees and costs, the Incentive Award checks to Named Plaintiffs, and the employer payroll taxes to the appropriate taxing authorities. The Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

All costs of administering the Settlement, including but not limited to all costs and fees associated with preparing, issuing and mailing any and all notices to Class Members and/or Participating Class Members, all costs and fees associated with computing, processing, reviewing, and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency, all costs and fees associated with preparing any other checks, notices, reports, or filings to be prepared in the course of administering disbursements from the Net Settlement Amount, and any other costs and fees

1 incurred and/or charged by the Settlement Administrator in connection with the execution of its
2 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
3 Administrator from the Gross Settlement Amount.

4 **Section 3.03: Notice to Class Members**

5 No later than five (15) business days after the Preliminary Approval Date, Defendant will
6 provide the Settlement Administrator with a “Class List” in electronic format based on its business
7 records, identifying the names of the Class Members, their last known home addresses, Social
8 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
9 and weeks worked during the Class Period.

10 Within ten (10) business days of receiving a Class List from Defendant, the Settlement
11 Administrator will send Class Members, by first-class mail, at their last known address, the Court
12 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
13 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
14 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
15 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
16 Settlement Administrator will check all Class Member addresses against the National Change of
17 Address database and shall update any addresses before mailing. The Settlement Administrator will
18 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
19 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall
20 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
21 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
22 Members shall not be required to submit claim forms in order to receive a proportional share of the
23 Net Settlement Amount.

24 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
25 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
26 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
27 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
28 mass search on LexisNexis or comparable databases based on set criteria and, if another address is

identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties that reasonable means be used to locate Class Members and that the Settlement Administrator be given discretion to take steps in order to facilitate notice of the Settlement and delivery of the Individual Settlement Payments to all Participating Class Members.

If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.

In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class Member's Individual Settlement Payment. The Settlement Administrator will hold the Class Member's Individual Settlement Payment during the check cashing period on behalf of the Class Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the procedures set forth in Section 3.06(f) below.

No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration attesting to completion of the notice process, including any attempts to obtain valid mailing addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests for exclusion and objections that the Settlement Administrator received.

Section 3.04: Responses to Notice

a. Class Member Disputes

If any Class Member disagrees with Defendant's records as to his or her Qualifying Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period and submit such writing to the Settlement Administrator by the Response Deadline, along with any supporting documentation. The Notice Packet shall contain a Dispute Form substantially in the form attached hereto as **Exhibit C**. The Notice of Class Action Settlement will also provide a method for

the Class Member to challenge the employment data on which his or her Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the Court will be the final arbiter of the Qualifying Workweeks for each Class Member during the Class Period based on the information provided to it.

b. Requests for Exclusion from Class

In order for any Class Member to validly exclude himself or herself from the Class and this Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class Member or his or her authorized representative, and must be sent to the Settlement Administrator, postmarked no later than the Response Deadline (or thirty (30) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall contain instructions on how to validly exclude himself or herself from the Class and this Settlement (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. Any Class Member who timely and validly requests exclusion from the Class and this Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

Any Class Member who fails to timely submit a request for exclusion shall automatically be deemed a Class Member whose rights and claims with respect to the issues raised in the Action are determined by the Court's Final Order Approving Settlement of Class Action, and by the other rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action and/or released in this Agreement will be extinguished.

c. Objections to Settlement

For any Class Member to object to this Agreement, or any term of it, the person making the objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the Settlement Administrator, postmarked or faxed no later than the Response Deadline (or thirty (30) days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),

a written statement of the grounds of objection, signed by the objecting Class Member or his or her attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and the date the signed objection was postmarked, shall be conclusively determined according to the records of the Settlement Administrator. The Settlement Administrator shall send any objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may also appear at the final approval hearing to object. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

d. Encouragement of Class Members

The Parties to this Agreement and the counsel representing such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from Class Members.

e. Right of Plaintiff to Adjust Gross Settlement Amount

Defendant has estimated the number of workweeks in the Class Period 20,785. If the number of workweeks increases by 10% or more or 22,864 workweeks, as of the end of the Class Period, Defendant will have sole discretion to either (a). increase the Net Settlement Amount e as a pro rata adjustment by the same proportion percentage as the increase in actual work weeks above 22,864, or (b) adjust the Class Settlement Period end date to correspond with that date on which total workweeks was 22,864.

f. Termination for Lack of Sufficient Participation

If five percent (5%) or more of the Class Members makes a valid request to be excluded from the Class, Defendant will have the right, but not the obligation, to void the Agreement within fourteen (14) days of the Response Deadline. If Defendant exercises that right to void the Agreement, then the Parties will have no further obligations under the Agreement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that Defendant exercise the right to void the Agreement. Defendant shall meet and confer with Class Counsel prior to exercising its right to

rescind the Agreement under this provision, and shall notify Class Counsel, in writing via USPS and email, and the Court whether it is exercising its right to void the Agreement.

Section 3.05: Final Fairness and Approval Hearing

On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement and determine whether the Court should give it final approval, and (2) consider any objections made and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a Proposed Final Order Approving Settlement of Class Action.

Section 3.06: Settlement Payment Procedures

a. Settlement Amount

In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount in the amount of Two Hundred Fifty-Five Thousand Dollars and Zero Cents (\$255,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement Amount, and the Enhancement Payments.

Within thirty (30) days after the Court signs the Final Order, or by October 28, 2025, whichever is later Defendant shall transfer the Gross Settlement Amount plus Defendant's share of employer-side payroll taxes if ordered by the Court, as set forth herein, into a QSF established by the Settlement Administrator either directly or by sending the funds to the Settlement Administrator to be deposited and distributed. The Settlement Administrator will use these funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, the Enhancement Awards, the LWDA Payment, and the Settlement Administration Costs. No payments shall be due before October 28, 2025.

Within ten (10) court days after receiving Defendant's final payment, funding the Gross Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the

Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct for any known or identifiable address changes.

b. Payment of Attorneys' Fees and Costs

Class Counsel shall submit an application for an award of attorneys' fees of up to one-third of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Eighty Four Thousand, Nine Hundred and Ninety One Dollars and Fifty Cents (\$84,991.50). Class Counsel shall submit an application for an award of costs not to exceed \$30,000.00. Such application for attorneys' fees and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendant shall not object to or oppose any such application in these amounts. Class Counsel shall serve Defendant with copies of all documents submitted in support of their application for an award of attorneys' fees and costs.

Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys' fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs, and expenses related to the investigation, prosecution, and settlement of the Action incurred through the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees and/or costs that Class Counsel requests, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

c. Payment of Settlement Administration Costs

The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and shall not constitute payment to any Participating Class Member(s). The amount shall not exceed \$8,500 (\$8,500).

d. Payment of Enhancement Award to Named Plaintiffs

Subject to Court approval, the Named Plaintiff shall each receive an Enhancement Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff Juan Carlos Barragan, the request for which Defendant will not object to or oppose. The Enhancement Awards shall be paid

1 out of the Gross Settlement Amount and shall not constitute payment to any Participating Class
2 Member(s) other than Named Plaintiff. To the extent that the Court approves less than the amount of
3 incentive award that Class Counsel request, the difference between the requested and awarded
4 amounts will be reallocated to the Net Settlement Amount.

5 Because it is the intent of the Parties that the Enhancement Awards represent payment to
6 Named Plaintiffs for their service to the Class Members, and not wages, the Settlement Administrator
7 will not withhold any taxes from the Enhancement Awards. The Enhancement Awards will be
8 reported on a Form 1099, which the Settlement Administrator will provide to Named Plaintiffs and
9 to the pertinent taxing authorities as required by law.

10 **e. Payment to the Labor and Workforce Development Agency**

11 In consideration of claims made under PAGA, Class Counsel will request that the Court
12 approve allocation of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), of the Gross
13 Settlement Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the
14 California Labor and Workforce Development Agency ("LWDA Payment"), and twenty-five percent
15 (25%) will be paid to the Net Settlement Amount for distribution to PAGA Group Members.
16 Defendant will not oppose this request. The entire PAGA Settlement Amount will be paid out of the
17 Gross Settlement Amount. The Court's adjustment, if any, of the amount allocated to Named
18 Plaintiff's PAGA claim in the Action, will not invalidate this Agreement.

19 **f. Payment of Individual Settlement Payments to Participating Class Members**

20 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
21 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
22 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
23 each Class Member. To calculate the minimum amount each Class Member will receive based on
24 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
25 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
26 on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class
27 Member's approximate Individual Settlement Payment amount will be included in his or her Notice
28 Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to

1 Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the
2 individual Qualifying Workweeks worked during the Class Period by each Participating Class
3 Member.

4 Each Individual Settlement Payment will represent wages and penalties allocated using the
5 following formula: 33% allocated to wages and 34% allocated to penalties and 33% allocated
6 interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from
7 an employee's wages and all other authorized and required withholdings and shall be reported by W-
8 2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement
9 Amount. The amounts paid as penalties and interest shall be subject to all authorized and required
10 withholdings other than the tax withholdings customarily made from employees' wages and shall be
11 reported by IRS 1099 forms.

12 No later than ten (10) business days after receiving the Gross Settlement Amount from
13 Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual
14 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
15 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
16 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
17 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
18 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
19 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
20 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
21 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
22 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

23 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
24 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
25 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is
26 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
27 Settlement Administrator is unable to obtain a valid mailing address through this process, the
28

Settlement Administrator will tender the funds from the undeliverable checks to the State Controller Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

g. Default on Payment.

Defendant's failure to fund the Gross Settlement Amount within thirty (30) days after the date that the Court grants final approval of the Settlement shall be considered a default. In the event Defendant fails to timely fund the Gross Settlement Amount, the Settlement Administrator will provide notice to Class Counsel and Defendant's counsel within three (3) business days of the missed payment. Thereafter, Defendant will have seven (7) days to cure the default and tender payment to the Settlement Administrator. In the event Defendant fails to cure the default within the times set forth herein, Named Plaintiff may elect to enter judgment against Defendant, on an ex parte basis, for the balance of the unpaid Gross Settlement Amount to date, and Named Plaintiff will be entitled to recover interest at ten percent (10%) per year from the due date for such payment and reasonable attorneys' fees and costs.

h. No Credit Toward Benefit Plans.

The Individual Settlement Payments made to Participating Class Members under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

ARTICLE IV

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 4.01: No Admission

Defendant disputes the allegations in the Action and disputes that, but for this Settlement, a Class should not have been certified in the Action. This Agreement is entered into solely for the purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or wrongdoing by Defendant.

1 **Section 4.02: Non-Evidentiary Use**

2 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
4 deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties,
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
9 Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims
10 released through this Agreement.

11 **Section 4.03: Nullification**

12 The Parties have agreed to the certification of the Class encompassing all claims alleged in
13 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
14 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
16 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
17 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
18 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
19 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
20 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
21 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
22 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
23 should be certified by the Court in a non-settlement context in this Action or any other action, and in
24 any of those events, Defendant expressly reserve the right to oppose certification of the Class.

25 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
26 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

1 **ARTICLE V**

2 **RELEASES**

3 **Section 5.01: Released Claims by Class Members**

4 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiffs and
5 Participating Class Members who do not opt out of the Settlement, release the Released Parties from
6 any and all claims alleged in Named Plaintiff's Operative Complaints, during the Class Period,
7 including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure
8 to timely pay wages; (4) failure for unlawfully receiving wages; (5) failure to provide meal breaks;
9 (6) failure to provide rest breaks; (7) failure to provide and maintain accurate itemized wage
10 statements; (8) failure to pay timely wages upon termination; (9) violation of California Business and
11 Professions Code §§17200; (9) claim for unreimbursed business expenses; and (10) violation of
12 California Labor Code Private Attorney General Act ("PAGA"), *et seq.*, based on the preceding
13 claims ("Released Claims").

14 **Section 5.02: Released Claims by PAGA Group Members**

15 Upon the date of funding the GSA, the PAGA Group Members release the Released Parties
16 from all PAGA claims alleged in the operative complaints of the Actions, which arose during the
17 PAGA Period, regardless of whether PAGA Group Members opt out of the Class Settlement.

18 **ARTICLE VI**

19 **MISCELLANEOUS PROVISIONS**

20 **Section 6.01: Amendments or Modification**

21 The terms and provisions of this Agreement may be amended or modified only by an express
22 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
23 and approved by the Court.

24 **Section 6.02: Assignment**

25 None of the rights, commitments, or obligations recognized under this Agreement may be
26 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
27 consent of each other Party and their respective counsel. The representations, warranties, covenants,
28

1 and agreements contained in this Agreement are for the sole benefit of the Parties under this
2 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

3 **Section 6.03: Governing Law**

4 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
5 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
6 of laws.

7 **Section 6.04: No Publicity**

8 The Parties, Defense Counsel, and Class Counsel shall not issue any press release, contact
9 the press, respond to any press inquiry or have any communication with the press about the fact,
10 amount or terms of this Settlement. The Parties, Defense Counsel, and Class Counsel shall not
11 engage in any advertising or marketing relating to the settlement of these Actions in any manner that
12 identifies or that is suggestive of Defendant (i.e., a manager of environmental company), including
13 but not limited to any postings on any websites maintained by Class Counsel. However, Class
14 Counsel may identify this Settlement in court filings in other matters to demonstrate their adequacy
15 as counsel in connection with the prosecution or settlement of other class actions. Nothing in this
16 Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge
17 their duties as Class Counsel, including but not limited to, communicating with Class Members
18 regarding the Settlement.

19 **Section 6.05: Entire Agreement**

20 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
21 contains the entire understanding of the Parties with respect to the subject matter contained herein.
22 In case of any conflict between text contained in Articles I through VI of this Agreement and text
23 contained in the Exhibits to this Agreement, the former (i.e., Articles I through VI) shall be
24 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
25 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
26 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
27 supersedes all prior agreements and understandings among the Parties with respect to the settlement
28

of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of prior agreements or proposals.

Section 6.06: Waiver of Compliance

Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 6.07: Counterparts and Fax/PDF Signatures

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original. All counterparts taken together shall constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

Section 6.08: Meet and Confer Regarding Disputes

Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Class Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

Section 6.09: Agreement Binding on Successors

This Agreement will be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

Section 6.10: Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

Section 6.11: Fair and Reasonable Settlement

The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiation and in the context of adversarial litigation, taking into account all relevant factors, current and potential. The Parties further believe that the Settlement is and is consistent with public policy, and fully complies with applicable law.

Section 6.12: Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

Section 6.13: Notice

Except as otherwise expressly provided in the Agreement, all notices, demands, and other communications under this Agreement must be in writing and addressed as follows:

To Named Plaintiff and the Class:

Armond M. Jackson
 Andrea M. Fernandez-Jackson
 JACKSON APC
 2 Venture Plaza, Suite 240
 Irvine, CA 92618
 Phone: (949) 281-6857
 Fax: (949) 777-6218

And

To Defendant:

David B. Nusz, Esq.
 Matthew J. Sullivan, Esq.
 O'HAGAN MEYER LLP
 4695 MacArthur Court, Suite 900
 Newport Beach, California 92660
 Phone: (949) 942-8500
 Fax: (323) 942-8510

1 **Section 6.14: Enforcement of Settlement and Continuing Court Jurisdiction**

2 To the extent consistent with class action procedure, this Agreement shall be enforceable by
3 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
4 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
5 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
6 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
7 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
8 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
9 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
10 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
11 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
12 fees incurred in connection with any enforcement actions.

13 **Section 6.15: Mutual Full Cooperation**

14 The Parties agree fully to cooperate with each other to accomplish the terms of this
15 Agreement, including but not limited to the execution of such documents, and the taking of such
16 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
17 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
18 terms. In the event the Parties are unable to reach agreement on the form or content of any document
19 needed to implement the Settlement, or on any supplemental provisions that may become necessary
20 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

21 **Section 6.16: Authorization to Act**

22 Class Counsel warrants and represents that they are authorized by Named Plaintiff, and
23 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action
24 required to effectuate the terms of this Agreement, except for signing documents, including but not
25 limited to this Agreement, that are required to be signed by the Parties themselves. Defendant
26 represents and warrant that the individual executing this Agreement on its behalf has the full right,
27 power, and authority to enter into this Agreement and to carry out the transactions contemplated
28 herein.

EXECUTION BY PARTIES AND COUNSEL

Dated: 12/18/2024

By: Jun C. Li
Named Plaintiff

Dated: 1/14/2025

Signed by: 
 (Signature)
 Melanie Casey
 (Printed Name)
 Manager
 (Title)

APPROVED AS TO FORM ONLY:

Dated:

12/18/2024

JACKSON APC

By: Armond M. Jackson
Armond M. Jackson
Andrea M. Fernandez-Jackson

Attorneys for Plaintiff Juan Carlos Barragan

Dated:

01/14/2025

O'HAGAN MEYER

By: David B. Nusz
David B. Nusz, Esq.
Matthew J. Sullivan, Esq.

Attorneys for Defendant California Mantel &
Fireplace, Inc.

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE

BARRAGAN V. CALIFORNIA MANTEL & FIREPLACE, INC.

Orange County Superior Court, Case Nos. 30-2021-01193396-CU-OE-CXC
and PAGA Case No. 30-2021-01235971-CU-OE-CXC

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY CALIFORNIA MANTEL & FIREPLACE, INC. AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING **APRIL 2, 2017 TO OCTOBER 26, 2024, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.**

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Juan Carlos Barragan (“Plaintiff”), on behalf of themselves and the below-defined Class Members, and Defendant California Mantel & Fireplace, Inc. (“Defendants”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendants (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to timely pay wages; (4) failure for unlawfully receiving wages; (5) failure to provide meal breaks; (6) failure to provide rest breaks; (7) failure to provide and maintain accurate itemized wage statements; (8) failure to pay timely wages upon termination; (9) violation of California Business and Professions Code §§17200; (9) claim for unreimbursed business expenses; and (10) violation of California Labor Code Private Attorney General Act (“PAGA”), *et seq.*, based on the preceding claims. Defendants deny and continue to deny all of Plaintiffs’ claims, and maintain that they have complied with all applicable laws and regulations. Defendants have entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendants in California as a non-exempt employee during the period from **April 2, 2017 to October 26, 2024** as well as PAGA Payments based on the pay periods you performed work for Defendants in California as a non-exempt employee during the period from **March 2, 2020 to October 26, 2024**.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal

	claims as the ones in the Action for the period beginning on April 2, 2017 to October 26, 2024 . If you are a PAGA Group Member, you will also receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on April 2, 2017 to October 26, 2024 is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than [+60 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, this hearing will take place on [Final Approval Hearing Date and location].

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On **[insert preliminary approval date]**, the Superior Court of California, County of Orange (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendant in California as non-exempt employees (“Class Members”) during the period beginning on **April 2, 2017 to October 26, 2024** (the “Class Period”). According to Defendants’ records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is pending as a case captioned *Juan Carlos Barragan v. California Mantel and Fireplace, Inc.*, Case Nos. 30-2021-01193396-CU-OE-CXC and PAGA Case No. 30-2021-

01235971-CU-OE-CXC and is pending in the Superior Court of California for the County of Orange (the “Action”). Juan Carlos Barragan is the Plaintiff, and the company they sued, California Mantel & Fireplace, Inc. is the Defendant.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt employee of Defendant. They allege that Defendant did not provide proper meal or rest breaks, failed to pay minimum wages and overtime wages, failed to timely pay wages, failed to pay all wages at termination, failed to provide compliant wage statements, and unlawfully received wages, failed to reimburse for business expenses, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that they and the Class Members are entitled to recover unpaid straight time and overtime wages, meal and rest period premiums, interest, business expenses, and statutory and civil penalties. Defendant denies that they engaged in any wrongful conduct or violated the law in any way, and believe Plaintiff and the Class Members were properly and timely compensated and provided proper meal and rest breaks. However, both Plaintiff and Defendant believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Juan Carlos Barragan) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable Melissa R. McCormick issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Defendant in the State of California at any time during the period from on **April 2, 2017 to October 26, 2024** as a non-exempt employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from **March 2, 2020 to October 26, 2024** as a non-exempt employee.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendant’s policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendant denies all of the claims asserted in the Action and deny that they have violated any laws. Plaintiff and their lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of Two Hundred Fifty-Five Thousand Dollars and Zero Cents (\$255,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys' fees (not to exceed (\$84,991.50), or 33.33% of the Maximum Settlement Amount, attorneys' litigation costs (not to exceed \$30,000.00), a Class Representative Service Award to Plaintiff Juan Carlos Barragan in the amount of (\$5,000.00) for his services, the PAGA Settlement Amount (i.e., a payment of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) to the State of California Labor and Workforce Development Agency for alleged penalties and Five Thousand Dollars and Zero Cents (\$5000.00) *pro rata* distribution to PAGA Group Members as their PAGA Payment), and the fees and expenses of the Settlement Administrator, [Insert Name of Settlement Administrator] (estimated not to exceed \$[redacted]), which will result in a maximum amount payable by Defendant for distribution to Class Members who do not opt out (the "Net Settlement Amount"). Defendant's share of payroll taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendants.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement ("Participating Class Members") on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendant as a non-exempt employee in California during the Class Period ("Qualified Workweeks"). To determine a Participating Class Member's estimated settlement payment ("Individual Settlement Payment"), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\text{[Net Settlement Amount} \div \text{Total Qualified Workweeks for all Participating Class Members]} \times \text{Participating Class Member's Individual Qualified Workweeks} = \text{estimated Individual Settlement Payment}$$

Class Members' Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members' Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 33% allocated to wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents, 34% allocated to penalties and 33% allocated interest.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should

consult with a tax expert if he or she has any questions. Each Participating Class Member's pro rata distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendant in the State of California at any time during the PAGA Period as a non-exempt employee ("PAGA Group Members") will also receive a PAGA Payment. "PAGA Payment" means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. "PAGA Settlement Amount" means the portion of the Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Eighteen Thousand Seven-Hundred and Fifty Dollars and Zero Cents (\$18,750.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Six Thousand, Two Hundred and Fifty Dollars and Zero Cents (\$6250.00) shall be distributed to PAGA Group Members as their PAGA Payment. The "PAGA Period" is the period of time from March 2, 2020 through October 26, 2024. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member's PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Six Thousand, Two Hundred and Fifty Dollars and Zero Cents (\$6250.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member's number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member's PAGA Payment. "Qualified PAGA Pay Periods" means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendant as a non-exempt employee.

7. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendant, the total number of weeks you worked in California for Defendant as a non-exempt employee during the Class Period is [REDACTED]. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$[REDACTED], less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$[REDACTED].

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Pay Periods, that Participating Class Member or PAGA Group Member may complete the enclosed Dispute Form and mail it to the Settlement Administrator along with any documents or other information that supports your belief that the information set forth is incorrect. Defendant's records will be presumed determinative.

8. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator's receipt of the total Maximum Settlement Amount from Defendant, Plaintiffs and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 11 below) will release all claims for civil penalties that could have been sought by the Labor Commissioner and all claims alleged in the Complaint, including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to timely pay wages; (4) failure for unlawfully receiving wages; (5) failure to provide meal breaks; (6) failure to provide rest breaks; (7) failure to provide and maintain accurate itemized wage statements; (8) failure to pay timely wages upon termination; (9) violation of California Business and Professions Code §§17200; (9) claim for unreimbursed business expenses; and (10) violation of California Labor Code Private Attorney General Act ("PAGA"), based on the preceding claims against Defendant, including their parent corporation(s), direct or indirect owners, affiliates (including, without limitation, Softscapes Corporation), subsidiaries, divisions, predecessors, insurers, reinsurers, successors, and assigns, and their current and former employees, attorneys, officers, directors, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs, both individually and in their business capacities at any time during the Class Period (the "Released Parties"). The PAGA Group Member will release PAGA claims regardless of whether they opt-out.

HOW TO GET A SETTLEMENT PAYMENT

9. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

10. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants “final approval” of the Settlement. If the judge approves the settlement after a hearing on **[insert date]** (see “The Court’s Final Approval Hearing” below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not opt out, your individual payment is expected to be distributed after Defendant makes payment to the Settlement Administrator.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller’s Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+60 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

12. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

13. If I don’t exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start

or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

JACKSON APC
Armond M. Jackson
Andrea M. Fernandez-Jackson
2 Venture Plaza, Suite 400
Irvine, CA 92618
Phone: (949) 281-6857
Fax: (949) 777-6218

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel has requested one-third (33 1/3%) of the sum of the Maximum Settlement Amount in attorneys' fees (currently equal to \$84,991.50) plus actual litigation costs and expenses (not to exceed \$30,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendant also agrees to pay, as part of the Maximum Settlement Amount, up to Ten Thousand Dollars (\$5,000.00) to Plaintiff Juan Carlos Barragan as an Enhancement Award for his participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay Eighteen Thousand Seven-Hundred and Fifty Dollars and Zero Cents (\$18,750.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed [redacted] and Zero Cents (\$[redacted]). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Objection Form"). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by [+60 days from date of mailing] and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

17. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on [insert time/date] in Department CX104 of the **Orange County Superior Court, located at Civil Complex Center 751 W Santa Ana Blvd., Santa Ana, CA 92701**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

20. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. The case is assigned to Department CX104 of the Orange County Superior Court, Civil Complex Center located at 751 W Santa Ana Blvd., Santa Ana, CA 92701. The case file may be viewed online at <https://www.occourts.org/online-services/case-access/> and select “Civil Case & Document Access.”

You may also contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]

[insert info]

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is XXXXXX

Please do not contact the Court for more information about the Settlement.

EXHIBIT B

BARRAGAN V. CALIFORNIA MANTEL & FIREPLACE, INC.
Orange County Superior Court, Case Nos. 30-2021-01193396-CU-OE-CXC
and PAGA Case No. 30-2021-01235971-CU-OE-CXC

WORKWEEK DISPUTE FORM

If you believe the number of Workweeks credited to you above in the Class Notice is incorrect, please submit this form to the Settlement Administrator at the address listed below, postmarked on or before **[RESPONSE DEADLINE OR EXTENDED RESPONSE DEADLINE IF APPLICABLE]**. A valid dispute form must be in writing and contain: (1) your full name, current address, last four digits of your social security number, and signature; (2) the case name and number (*Barragan v. California Mantel & Fireplace, Inc.*, Orange County Superior Court, Case Nos. 30-2021-01193396-CU-OE-CXC and PAGA Case No. 30-2021-01235971-CU-OE-CXC; and (3) a clear statement that explains the basis for your dispute and any supporting documents showing that the number of Workweeks credited to you is inaccurate. Defendants' records will be presumed determinative, absent credible evidence to the contrary.

STATEMENT EXPLAINING BASIS OF DISPUTE

DATED: _____

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Last Four of Social Security Number)

The Claims Administrator is

The Claims Administrator can be contacted at:

Barragan v. California Mantel & Fireplace, Inc.

EXHIBIT B

JACKSON APC

2 Venture Plaza, Ste. 240 * Irvine, CA 92618 * Tel: 949-281-6857 * Fax: 949-777-6218

Armond M. Jackson
ajackson@jacksonapc.com

March 25, 2021

Sent By Certified Mail to California Mantel & Fireplace, Inc.

Submitted Via Online to Labor and Workforce Development Agency

California Mantel & Fireplace, Inc.

4141 N. Freeway Boulevard
Sacramento, CA 95834

**Stephen J. Casey, Agent for Service of
Process for California Mantel & Fireplace,
Inc.**

4141 N. Freeway Boulevard
Sacramento, CA 95834

**Labor and Workforce Development
Agency**

Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

**PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections 201, 202, 203, 204, 210, 221, 226(a) 1-2, 4-5, 9, 226.3, 226.7, 510, 512, 558, 1194, 2802
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order Nos. 1-2001, Nos. 4-2001, 7-2001, 9-2001 ("Wage Orders 1, 4, 7, 9,"), Sections 3, 7, 11 and 12
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab. Code § 2699.3)
Juan Carlos Barragan Aguirre v. California Mantel & Fireplace, Inc. et al.

Dear California Mantel & Fireplace, Inc. and Stephen J. Casey:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f), which provides notice to the PAGA Administrator, California Mantel & Fireplace, Inc., and Corporation Service Company by ("Mr. Barragan") (referred to herein collectively as

March 25, 2021

Page 2 of 7

“Plaintiff”) on behalf of all California aggrieved current and aggrieved former similarly situated employees of, California Mantel & Fireplace, Inc. (collectively referred to herein as “California Mantel & Fireplace, Inc.” “Defendant” or “Defendants”), a private right of action under the Private Attorney General Act (PAGA) of 2004.

As a prerequisite to prosecuting this private action in superior court, Mr. Baragan and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at ajackson@jacksonapc.com.

Facts and Theories

Defendants are in a business of producing high quality mantels, top of the line gas and electric fireplaces, and manufacturing both wood mantels and precast concrete fireplace mantels.

This letter encompasses violations for all of Defendants California employees entitled to the California Labor code protections.

Plaintiff worked for Defendants. Plaintiff worked as a general laborer that performed many duties such from technician work, loading and unloading trucks, and completing assignments of other tasks as assigned by Defendants.

Furthermore, Plaintiff and other aggrieved employees were not provided with all proper 30 minute duty-free uninterrupted meal periods every five hours of their working shifts that they were entitled to when they worked over five and ten-hour shifts as the meal breaks were either interrupted, short, on-premises, late or not taken at all approximately 10 to 15 shifts per month for each aggrieved employee throughout their employment. Moreover, Plaintiff and other aggrieved employees were required to take its meal breaks on-call and work during these meal breaks in order to look after the merchandise and truck during these unpaid meal breaks.

Furthermore, Plaintiff and other aggrieved employees were not provided with all proper 10 minute duty-free uninterrupted rest periods every four hours or major fraction thereof of their working shifts that they were entitled to when they worked over 3.5 hours as the rest periods were either interrupted, short, on-premises, late or not taken at all approximately 10 to 15 shifts per month for each aggrieved employee throughout their employment.

Moreover, Plaintiff and other aggrieved employees were required to take on-call meal breaks and was not compensated for this time spent working while off-the clock. Additionally, after work Plaintiff and other aggrieved employees would receive phone calls and text messages that to discuss work related issues and check a mobile application to see his work hours, location and figure out what he needs for the following day.

The Defendants have violated California Labor Code sections 226.7, 512, and Wage Orders 1, 4, 7, and 9, Sections 3, 7, 11 and 12 and any other applicable wage orders. Other similarly situated employees at the Defendants were under the same conditions as the Plaintiff.

Additionally, Defendant failed to compensate Plaintiff and similarly situated employees for vacation time upon resignation, termination, or end of employment in violation of California Labor Code sections 201, 202, and 203 for failing to pay for on-call meal breaks and off-the-clock work.

Moreover, Defendants failed to incorporate Plaintiff's premium wages and off-the-clock hours' worth of work, and applicable rates for all hours worked on their wage statements as required by California Labor Code section 226(a) 1-2, 4-5, and 9. All other similarly situated employees were subjected to the same working conditions as Plaintiff, such as not being provided with their entitled meal breaks depicting their wages or for off-the-clock work thereby failing to include net wages earned, gross wages earned, applicable hourly rates for all hours worked and actual hours worked or premium wages earned on their wage statements.

Furthermore, Defendants worked under conditions that required cell phone usage to complete a task and communicate with management.

By virtue of not authorizing or permitting Plaintiff and all other similarly situated employees to take their entitled meal breaks, failing to incorporate hours worked and wages earned on the itemized wage statements disclosing total hours worked, total gross wages earned, net wages earned, hours worked at the applicable hourly rate and deductions that should have been taken out for failing to include premium wages for meal break violations, off-the-clock work worth of work for meal breaks violations, failure to, Defendants are violating California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 9, 226.2, 226.3, 226.7, 510, 512, 558, 1194, 2802, and Wage Orders 1, 4, 7, and 9, Sections 3, 7, 11 and 12.

Violation of California Labor Code Sections, 201, 202, 203, 204

An employer may not willfully fail to pay any wages owed to an employee who is either discharged or quits. If the employer does fail to pay its employees upon separation of employment, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action, therefore, is commenced; but the wages shall not continue for more than 30 days. (See Lab. Code §203) Here, Defendants did not compensate Plaintiff and do not compensate other similarly situated employees at the time of separation who is either discharged or quits for the entitled wages in violation of Labor Code sections 201, 202, 203, and 204.

Violation of California Labor Code § 210

Labor Code section 210, an employer may not fail to pay the wages of each employee. Here, Defendants failed to pay for all hours worked due to having associates work during their unpaid meal breaks and off-the-clock work.

Violation of California Labor Code § 221

It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. Again, here, Defendants failed to pay

March 25, 2021

Page 4 of 7

for all hours worked due to requiring employees to work through unpaid meal breaks and off-the-clock work.

Violation of California Labor Code § 226(a)

Labor Code § 226 (a) requires employers to provide “accurate itemized statement in writing” each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (See Labor Code §226, subsection (a)) Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is the Plaintiff’s contention that Defendants are in violation of the following California Labor Codes:

Violation of 226 (a)(1)

Section a (1) requires gross wages to be inserted on an employee’s paystubs. Plaintiff and other similarly situated employees’ paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Defendants did not accurately depict gross wages as it failed to disclose all hours worked for off-the-clock work or premium wages for violations for meal breaks and rest periods.

Violation of 226 (a)(2)

Section a (2) requires the total hours worked by the employee to be inserted on an employee’s paystubs. Plaintiff and other similarly situated employees’ paystubs did not accurately reflect their total hours worked by virtue of not accurately depicting total hours worked as it failed to disclose all hours worked for off-the-clock work or premium wages for violations for meal breaks and rest periods.

Violation of 226 (a)(4)

Section a (4) requires all deductions out of the employees’ wages to be inserted on an employee’s paystubs. Plaintiff and other similarly situated employees’ paystubs did not accurately reflect their deductions by virtue of excluding hours worked and wages earned because Defendants did not accurately depict deductions as it failed to record off-the-clock work or premium wages for violations for meal breaks and rest periods.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee’s paystubs. Plaintiff and other similarly situated employees’ paystubs did not accurately reflect net wages earned by virtue of excluding hours worked and net wages earned because Defendants did not accurately depict net

March 25, 2021

Page 5 of 7

wages as it failed to record off-the-clock work or premium wages for violations for meal breaks and rest periods.

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and other similarly situated employees' paystubs did not disclose all applicable hourly rates and a corresponding number of hours as it excluding hours worked and net wages earned because Defendants did not accurately depict net wages as it failed to record off-the-clock work or premium wages for violations for meal breaks and rest periods.

Violation of California Labor Code Sections 226.2, 226.7, 510, 512, 1194, 1198 and Wage Orders 1, 4, 7, 9, Sections 7, 11 12

An employer must provide a rest and meal periods pursuant to an applicable order of the Industrial Welfare Commission. (See Lab. Code §226.7)

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order Nos. 1-2001, Nos. 4-2001, 7-2001, 9-2001 (hereinafter "Wage Orders 1, 4, 7, 9") covering the various industries comprising of Defendants employees.

Under these circumstances, Plaintiff' position at Defendants falls within Wage Orders 1, 4, 7, 9 as Defendants employed Plaintiff as a non-exempt employee. Thus, below all sections and subsections that pertain to California Wage Orders 1, 4, 7, 9 are applicable to Plaintiff and all similarly situated aggrieved employees that were employed or remain employed by Defendants.

California Labor Code sections 226.7, 512 and Wage Orders 1, 4, 7, 9, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Orders 1, 4, 7, 9, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6-hour shift. As described above, Plaintiff and other similarly situated employees regularly worked above five, six, and ten-hour shifts and were not provided legally entitled meal breaks every five hours nor were they compensated premium wages for working through their meal breaks.

California Labor Code sections 226.7 and Wage Orders 1, 4, 7, 9, Section 12, requires employers to provide employees with uninterrupted rest breaks for 10 minutes every 4 hours or major fraction thereof. As described above, Plaintiff and other similarly situated employees regularly worked above 3.5, 6, 8, 10, and 12 hours and were not provided legally entitled rest breaks every four hours or major fraction thereof nor were they compensated premium wages for working through their rest breaks.

Plaintiff and other similarly situated employees did not receive their entitled uninterrupted legally entitled timely meal breaks pursuant to California Labor Code sections 226.7, 512, Wage Orders 1, 4, 7, 9, Sections 11 during their employment at Defendants while regularly working above 5, 6- and 7.5-hour shifts.

Wage Orders 1, 4, 7, 9, Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to “keep accurate information with respect to each employee” regarding identification information, including their “[f]ull name, home address, occupation, and social security number,” “[time records showing when the employee begins and ends each work period,” “[m]eal periods,” and [t]otal hours worked in the payroll period and applicable rates of pay.”

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, Defendants failed to record “meal periods” as Plaintiff and other similarly situated employees were not provided with proper meal periods. Furthermore, Defendants failed to incorporate the extra hours’ worth of work when Plaintiff and other similarly situated employees worked through their entitled meal breaks and rest breaks without being paid premium wages. The extra hours’ worth of work at the applicable rate of pay and work were not disclosed on the itemized wage statements in violation of Wage Orders 1, 4, 7, 9, Section -7-Record.

Violation of California Labor Code Section 510

Work in excess of eight hours in one workday and/or 40 hours in one workweek, and the first eight hours on the seventh day of work in any workweek must be compensated at no less than one and one-half times the employee’s regular rate of compensation. (See Lab. Code §510) “Double time” is required after twelve hours in any workday, after eight hours on the seventh day of work. Plaintiff and other similarly situated employees were not paid any overtime for hours worked in excess of 8 hours per day or forty hours per week because they worked through shifts above 8 hours per day and 40 hours per week and worked off-the-clock and being required to work through unpaid on-call meal periods and working through meal periods. The employees were never provided with overtime compensation for this time.

Violation of California Labor Code Section 558

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages. (See Lab. Code §558)

Violation of California Labor Code Section 1194

Any employee receiving less than the legal minimum wage or overtime compensation applicable to the employee is entitled to recover, in a civil action, the unpaid balance of the full amount of the minimum wage or overtime compensation including interest, reasonable attorney's fees, and costs of suit. (See Lab. Code §1194) When the employees were required to work above 8 hours in a day and 40 hours in a week they were not paid overtime for this work for his off-the-clock work time and being required to work through unpaid on-call meal periods and working through meal periods, these work shifts would amount to above 8 hours of work per day or above 40 hours per week. The employees were never provided with minimum wages or overtime compensation for this time.

Violation of California Labor Code 2802

Under California Labor Code § 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. In violation of Lab. Code § 2802, Defendants required Plaintiff and other similarly situated employees to pay for cell phones, gloves and disposable shoe coverings, work boots, and face masks and coverage for work purposes without any reimbursement in violation of California Labor Code section 2802.

Conclusion

Pursuant to the above-stated facts, it is Plaintiff's theory that Defendants are in violation of Labor Code Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 9, 226.3, 226.7, 510, 512, 558, 1194, 2802 and Wage Orders 1, 4, 7, 9, Sections 3, 7, 11, 12. It is the Plaintiff's contention that all similarly situated employees at Defendants are subjected to all of the above-mentioned violations as Defendants employees.

Sincerely,
Jackson Law, APC

/s/ Armond M. Jackson

Armond M. Jackson