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Attorneys for Plaintiff,

MARK RYCHLIK

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE, COMPLEX CIVIL CENTER

MARK RYCHLIK, an individual,

Plaintiff,

v.

DAY & NITE DOORS, INC., a California corporation; NICHOLAS ALEXANDER CHRISTY, an individual; MELANIE ANN CHRISTY, an individual; and DOES 1 through 20 inclusive,

Defendants.

Case No. 30-2021-01207960-CU-OE-CXC

Assigned to Hon. Melissa R. McCormick in
Dept. CX105

**SUPPLEMENTAL DECLARATION OF
MICHAEL D. PIMENTEL IN SUPPORT
OF MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: August 13, 2026

Time: 2:00 PM

Dept.: CX105

Action Filed: June 29, 2021

Trial Date: None

1 **SUPPLEMENTAL DECLARATION OF MICHAEL D. PIMENTEL**

2 I, Michael D. Pimentel, declare as follows:

3 1. I am an attorney for Plaintiff Mark Rychlik in this Action and a member in good standing
4 of the State Bar of California.

5 2. I have personal knowledge of all facts contained in this Declaration, and if called to do so,
6 I could and would testify thereto.

7 3. I submit this Supplemental Declaration in support of Plaintiff's Motion for Approval of
8 PAGA Settlement to authenticate the fully executed Second Amendment to the Settlement Agreement
9 and Mutual Release, to address the status of the exhibits to the Revised [Proposed] Order & Judgment
10 ("[Proposed] Order") lodged concurrently herewith, and to explain the timing of Plaintiff's
11 supplemental filings.

12 4. On March 26, 2026, Plaintiff filed his Supplemental Briefing, my Declaration with Exhibits
13 1 through 10, and the Declaration of Jodey Lawrence, and lodged the Revised [Proposed] Order &
14 Judgment. On March 27, 2026, the Clerk of the Court accepted for filing the Supplemental Briefing
15 (ROA 205), my Declaration (ROA 207), and the Declaration of Jodey Lawrence (ROA 209). The
16 Clerk did not accept the Revised [Proposed] Order & Judgment, e-filing transaction number 21821386,
17 and stated: "Rejected; Please refer to the Court's Order of 03/24/2026."

18 5. It was through the Clerk's rejection notice that Plaintiff first learned that, in its March 24,
19 2026, Minute Order, the Court had continued the hearing on Plaintiff's Motion for Approval of PAGA
20 Settlement from April 2, 2026, to August 13, 2026, at 2:00 p.m. in Department CX105. Plaintiff lodges
21 the [Proposed] Order concurrently herewith, revised to reflect the August 13, 2026 hearing date, with
22 the Settlement Agreement attached as Exhibit 1 and the Notice of Estimated Individual PAGA
23 Settlement Payment attached as Exhibit 2, as directed by the Court. November 13, 2025, Minute Order,
24 ¶ 15; September 12, 2024, Order.

25 6. At the time of the March 26, 2026 filing, the parties had agreed on the final version of the
26 Second Amendment to the Settlement Agreement and Mutual Release. Plaintiff signed it on March
27 26, 2026, and the signed copy was transmitted to defense counsel for countersignature. Because the
28 countersigned copies had not yet been returned, the version of the Second Amendment filed on March

26, 2026 bore Plaintiff's signature only. The signature lines for Defendants, and the "Approved as to Form Only" signature lines for both Pimentel Law, P.C. and the Law Offices of Thomas F. Nowland, were blank.

7. Pimentel Law, P.C. approved the Second Amendment as to form on March 27, 2026. Defendants executed the Second Amendment to the Settlement Agreement and Mutual Release on March 31, 2026, and defense counsel approved it as to form the same day. A true and correct copy of the fully executed Second Amendment to the Settlement Agreement and Mutual Release is attached hereto as Exhibit 1. It is the same document included within Exhibit 1 to the [Proposed] Order lodged concurrently herewith, and it supersedes the version attached to my March 26, 2026, Declaration.

8. Other than the addition of the signatures described in paragraph 7, there is no difference between the version of the Second Amendment filed on March 26, 2026, and the fully executed version attached hereto as Exhibit 1. No term of the settlement has changed.

9. The October 2025 Amendment to the Settlement Agreement and Mutual Release, which together with the Second Amendment comprises the Settlement Agreement, was executed by all parties in counterparts on October 30, 2025, and was filed in that form on March 26, 2026. The Notice of Estimated Individual PAGA Settlement Payment attached as Exhibit 2 to the [Proposed] Order is identical to the version filed as Exhibit 2 to my March 26, 2026, Declaration. It is a notice directed to the Aggrieved Employees and contains no signature block.

10. In its November 13, 2025, Minute Order, the Court ordered that a supplemental brief be filed at least nine court days before the April 2, 2026, hearing. As the Court noted in its March 24, 2026, Minute Order, that deadline was March 19, 2026. Plaintiff did not file the supplemental materials by that date. Plaintiff filed them on March 26, 2026.

11. In its March 24, 2026, Minute Order, the Court ordered the parties to file the supplemental materials at least nine court days before the August 13, 2026, hearing. Counting backward from the hearing date and excluding the day of the hearing, that deadline was July 31, 2026. Code Civ. Proc., § 12c, subd. (a). This Supplemental Declaration and the [Proposed] Order lodged concurrently herewith are being filed after that date.

12. Responsibility for both late filings is mine. Neither resulted from any circumstance outside

1 counsel's control. After Defendants executed the Second Amendment on March 31, 2026, the only
2 tasks remaining were to correct the exhibits to the [Proposed] Order and re-lodge it. The continued
3 hearing date and the corresponding filing deadline were not calendared, and the work was not
4 completed until now. I offer the Court no excuse for the delay, and I apologize to the Court for it.

5 13. Plaintiff respectfully requests that the Court consider the [Proposed] Order and this
6 Supplemental Declaration notwithstanding the late filing. The supplemental materials responding to
7 the seventeen questions and comments in the Court's November 13, 2025, Minute Order have been
8 on file since March 26, 2026. The only document not previously accepted for filing is the [Proposed]
9 Order, the substance of which was served on all parties and on the Labor and Workforce Development
10 Agency on March 26, 2026. Defendants do not oppose the Motion, and notice has not yet been
11 distributed to the Aggrieved Employees.

12 14. Concurrently with this filing, this Supplemental Declaration with Exhibit 1, the Revised
13 [Proposed] Order & Judgment with Exhibits 1 and 2, and the Amended Notice of Ruling are being
14 served on the Labor and Workforce Development Agency through the LWDA's online PAGA filing
15 portal and by electronic mail to pagainfo@dir.ca.gov. A proof of service identifying the specific
16 documents served on the Labor and Workforce Development Agency, and stating when and how
17 service was made, is filed concurrently herewith. November 13, 2025, Minute Order, ¶ 1.

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

20
21 Dated: August 4, 2026

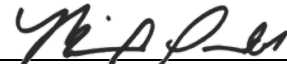
By: 
Michael D. Pimentel

EXHIBIT 1

SECOND AMENDMENT TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Second Amendment to the Settlement Agreement and Mutual Release (the "Amendment") is entered into by and between Plaintiff MARK RYCHLIK ("Plaintiff") and Defendants DAY & NITE DOORS, INC., NICHOLAS ALEXANDER CHRISTY, and MELANIE ANN CHRISTY ("Defendants").

WHEREAS, the Parties previously executed a Settlement Agreement in February 2024, a Revised Settlement Agreement in January 2025, and a subsequent "Amendment to the Settlement Agreement" in October 2025 to resolve the action entitled *Rychlik v. Day & Nite Doors, Inc., et al.*, Case No. 30-2021-01207960;

WHEREAS, the Court issued a Tentative Ruling on November 13, 2025, requesting various modifications to the terms of the settlement;

NOW, THEREFORE, the Parties agree to amend the October 2025 Amendment to the Settlement Agreement as follows:

Removal of Reference to Individual Settlement: Plaintiff's individual settlement is hereby severed from this PAGA Settlement Agreement. Paragraph 2 of the Agreement is amended to delete the following sentences in their entirety:

"Separately, and apart from the Gross Settlement Amount, ten thousand dollars (\$10,000.00) will be paid to Plaintiff to resolve his individual claims. Thus, in total, Defendants will pay \$140,000 to resolve the entire Action."

The Gross Settlement Amount for this PAGA Settlement remains exactly one hundred thirty thousand dollars (\$130,000.00).

Attorneys' Fees: Paragraph 3(b) of the Agreement is hereby deleted and replaced in its entirety with the following to reflect a reduced request for attorney's fees in the amount of 25% of the Gross Settlement Amount:

"b. **Plaintiff's Counsel's Fees.** Defendants will not oppose Plaintiff's request for attorneys' fees up to 25% of the Gross Settlement Amount, i.e., up to thirty-two thousand and five hundred dollars (\$32,500.00) (the "Attorneys' Fees Amount"). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. If the Court believes the attorneys' fees and/or costs should be reduced, the other terms of this Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. There is no fee-splitting arrangement with any other counsel."

Plaintiff's Counsel's Costs: Paragraph 3(c) of the Agreement is hereby deleted and replaced in its entirety with the following to reflect the Court's disallowance of postage, copying, and miscellaneous expenses:

"c. Plaintiff's Counsel's Costs. The litigation costs for Plaintiff's counsel shall be up to four thousand eight hundred and five dollars and seventy-six cents (\$4,805.76)."

Allocation of Net Settlement Amount: Paragraph 3(e) of the Agreement is hereby deleted and replaced in its entirety with the following to reflect the updated Net PAGA Fund calculations based on the adjusted fees and costs:

"c. Allocation of Net Settlement Amount. The net amount (the "Net PAGA Fund") left after deducting attorneys' fees, litigation costs, and administration expenses is ninety thousand forty-four dollars and twenty-four cents (\$90,044.24), of which 75% (sixty-seven thousand five hundred thirty-three dollars and eighteen cents (\$67,533.18)) shall be paid to the LWDA, on the payment plan set forth below, and the remaining 25% (twenty-two thousand five hundred eleven dollars and six cents (\$22,511.06)) shall be paid to the thirty-three (33) Aggrieved Employees based on their pay periods worked as a percentage of all the pay periods worked by all the Aggrieved Employees during the PAGA Period.

Further, Paragraph 3(e)(i) of the Agreement is hereby deleted and replaced in its entirety with the following to reflect the updated high, low, and average payments to aggrieved employees, due to the change in the Net PAGA Fund as a result in the reduction of Plaintiff's Counsel's Fees:

"(i) The high, low, and average number of pay periods worked by the aggrieved employees are 195, 1, and 42.54, respectively. Thus, the anticipated high, low, and average payments to employees are \$3,125.85, \$16.03, and \$681.92, respectively. ($\$22,511.06 / 1404$ Pay Periods = \$16.03 average payment per pay period)"

PAGA Released Claims: Paragraph 3(g) of the Agreement is hereby deleted and replaced in its entirety with the following to correctly define the claims and remove the secondary release language as ordered by the Court:

"g. PAGA Released Claims. Once the settlement is fully funded, all Aggrieved Employees will release any and all PAGA Released Claims against the Defendants that arose during the PAGA Period. "PAGA Released Claims" are defined as all claims for civil penalties under PAGA (Labor Code §§ 2698, et seq.) based upon the facts and theories alleged in the Complaint filed by Plaintiff in this Action during the PAGA Period."

Payment Schedule: Because the individual settlement is no longer part of this Agreement, Paragraph 4 of the Agreement is hereby deleted and replaced in its entirety with the following to reflect the \$130,000.00 Gross Settlement Amount:

"4. Payment Schedule. The Gross Settlement Amount shall be paid on a payment plan as follows:

- (i) Ten thousand dollars (\$10,000.00) shall be paid to the Settlement Administrator within seven (7) days of the Court granting approval of the PAGA settlement;
- (ii) Five thousand dollars (\$5,000.00) per month shall then be paid by Defendants to the Settlement Administrator for fifteen (15) consecutive months thereafter, by the fifteenth day of each month, at which time eighty-five thousand dollars (\$85,000.00) shall be funded;
- (iii) Two thousand five hundred dollars (\$2,500.00) per month shall be paid thereafter by Defendants to the Settlement Administrator until the remaining forty-five thousand dollars (\$45,000.00) of the Gross Settlement Amount has been fully funded (i.e., after eighteen (18) additional months)."

Disbursement Timetable: Paragraph 5 of the Agreement is hereby deleted and replaced in its entirety with the following to ensure *pro rata* distributions as directed by the Court, and to remove any reference to the severed individual settlement:

"5. Settlement Administration and Disbursement of Funds. The Parties agree to use Phoenix Class Action to handle the administration of this Settlement.

The Settlement Administrator shall disburse the funds on the following timetable:

- (i) **First Disbursement:** A disbursement shall take place after eighty-five thousand dollars (\$85,000.00) has been funded. That disbursement shall be made *pro rata* to Plaintiff's counsel (for approved attorneys' fees and litigation costs), the Settlement Administrator (for approved administration costs), and the Labor and Workforce Development Agency (for the State's portion of the Net PAGA Fund), in proportion to the amounts each is otherwise entitled to receive under this Agreement. Any portion allocated to Aggrieved Employees (representing twenty-five percent (25%) of the Net PAGA Fund) shall be distributed to Aggrieved Employees *pro rata* in accordance with the allocation methodology set forth in this Agreement.
- (ii) **Second Disbursement:** After Defendants fund an additional \$22,500.00 (approximately nine months of payments at \$2,500 per month), the Settlement Administrator will make a second *pro rata* disbursement of \$22,500.00 using the same allocation percentages.

- (iii) Third Disbursement: After Defendants fund the final \$22,500.00 (approximately nine additional months), the Settlement Administrator will make a third and final pro rata disbursement of \$22,500.00."

Attorney's Fees and Costs (Unnamed Employees): Paragraph 20 of the Agreement is hereby amended to replace the word "extend" with "apply". The second sentence of Paragraph 20 shall now read:

"This provision does not apply to any unnamed aggrieved employees."

All other terms, conditions, and provisions of the October 2025 "Amendment to the Settlement Agreement" shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set forth below their respective signatures.

MARK RYCHLIK

Mar 26, 2026

Date

Mark Rychlik

Mark Rychlik (Mar 26, 2026 17:04:50 PDT)

Signature

DAY & NITE DOORS, INC.

3-31-26

Date

Nicholas A. Christy

Signature of Representative

Nicholas A Christy

Name and Title of Representative

NICHOLAS ALEXANDER CHRISTY

3-31-26

Date

Melanie A. Christy

Signature

MELANIE ANN CHRISTY

3-31-26

Date

Melanie A Christy

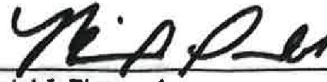
Signature

APPROVED AS TO FORM ONLY :

03/27/2026

Date

PIMENTEL LAW, P.C.



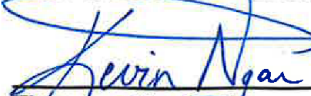
Gabriel J. Pimentel

Michael D. Pimentel, Attorneys for Plaintiff

LAW OFFICES OF THOMAS F. NOWLAND

3/31/26

Date



Thomas F. Nowland

Daniel A. Brodnax

Kevin H. Ngai, Attorneys for Defendants

Second Amendment to the Settlement Agreement and Mutual Release clean (LoTN 3.19.26)

Final Audit Report

2026-03-27

Created:	2026-03-27
By:	Viktoria Baklan (vab@pimentellaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjxYUsBa7ZQr4sksENdLldLmrjzyvbt

"Second Amendment to the Settlement Agreement and Mutual Release clean (LoTN 3.19.26)" History

-  Document created by Viktoria Baklan (vab@pimentellaw.com)
2026-03-27 - 0:00:25 AM GMT
-  Document emailed to bigggdream@gmail.com for signature
2026-03-27 - 0:00:28 AM GMT
-  Email viewed by bigggdream@gmail.com
2026-03-27 - 0:00:54 AM GMT
-  Signer bigggdream@gmail.com entered name at signing as Mark Rychlik
2026-03-27 - 0:04:48 AM GMT
-  Document e-signed by Mark Rychlik (bigggdream@gmail.com)
Signature Date: 2026-03-27 - 0:04:50 AM GMT - Time Source: server
-  Agreement completed.
2026-03-27 - 0:04:50 AM GMT