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

HECTOR SANCHEZ, an individual, on
behalf of himself and others similarly
situated,

PLAINTIFF,

v.

J.R. PIERCE PLUMBING CO., INC. OF
SACRAMENTO; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 34-2021-00300960-CU-OE-GDS

[Case Assigned for All Purposes to Hon. Jill H.
Talley in Dept. 23]

**NOTICE OF MOTION AND MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN
SUPPORT THEREOF**

*[Filed concurrently with Motion for Approval
of Attorneys' Fees and Costs; Declarations of
Kelsey M. Szamet, Hector Sanchez and
Jonathan Paul of Xpand Legal, Proposed
Order, and Judgment]*

Date: June 7, 2024

Time: 9:00 AM

Dept.: 23

Complaint Filed: May 17, 2021

FAC Filed: July 22, 2021

SAC Filed: June 8, 2023

Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on June 7, 2024 at 9:00 AM in Department 23 of the above-
3 entitled court, Plaintiff Hector Sanchez (“Plaintiff”) will, and hereby does, move the Court for an
4 Order of Final Approval of the Class Settlement in this case. Plaintiff moves the Court for an
5 order:

6 1. Granting final approval of the settlement in the case pursuant to the Class Action
7 and PAGA Settlement Agreement (“Agreement”), a copy of which is attached to the concurrently-
8 filed Declaration of Kelsey M. Szamet as Exhibit “1”;

9 2. Affirming Kingsley Szamet & Ly, formerly known as Kingsley & Kingsley, APC,
10 as Class Counsel;

11 3. Affirming Hector Sanchez as Class Representative and awarding an enhancement
12 award of \$5,000.00;

13 4. Awarding Xpand Legal claims administration fees of \$25,000.00 for its services
14 as Administrator; and,

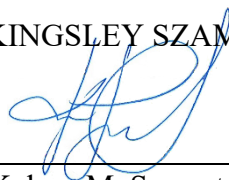
15 5. Entering judgment.

16 This Motion will be made pursuant to Code of Civil Procedure section 382 and California
17 Rule of Court, rule 3.769 on the grounds that the proposed Agreement is fair, adequate,
18 reasonable, and in the best interest of the Class Members and the parties.

19 The Motion will be based on this Notice of Motion, the attached Memorandum of Points
20 and Authorities, the Declarations of Kelsey M. Szamet, Hector Sanchez, Jonathan Paul of Xpand
21 Legal, all other papers and records on file in this action, and on such oral and documentary
22 evidence as may be presented at the hearing on this Motion.

23 DATED: May 10, 2024

KINGSLEY SZAMET & LY

24
25 By: 

26 Kelsey M. Szamet
27 Attorneys for Plaintiff HECTOR SANCHEZ and the
28 proposed class

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Hector Sanchez (“Plaintiff”) submits this Motion for Final Approval of Class
4 Settlement and requests that the Court:

5 1. Grant final approval of the settlement in this case pursuant to the Class Action and
6 PAGA Settlement Agreement (“Agreement”), a copy of which is attached to the concurrently-filed
7 Declaration of Kelsey M. Szamet as Exhibit “1”;

8 2. Award attorneys’ fees and costs as detailed in the concurrently-filed Motion for
9 Attorneys’ Fees and Costs;

10 3. Award Xpand Legal claims administration fees of \$25,000.00 for its services as
11 Administrator;

12 4. Affirm named Plaintiff Hector Sanchez as Class Representative and award a
13 cumulative Class Representative payment of \$5,000.00; and

14 5. Enter judgment.

15 **II. FACTUAL BACKGROUND**

16 **A. Litigation Overview and Procedural History**

17 Defendant is a plumbing company within the industrial services industry, offering various
18 services from residential to commercial companies, such as repair services, water and heating
19 services, plumbing designs and systems, and other engineering specialties.¹

20 Defendant hired Plaintiff as a plumber in or around December 2019. Plaintiff was earning
21 approximately \$22/hour up until his separation in or around April 2021. (Declaration of Kelsey
22 M. Szamet ¶5) (hereafter “Szamet Decl.”) Plaintiff contends that he, and all other Class Members,
23 were not paid at the proper rate of compensation, provided legally compliant meal periods or meal
24 period premium payments, reimbursed for business-related expenses, provided accurate itemized
25 wage statements, and paid all wages owed upon separation from Defendant’s employ. *Id.*

26 Plaintiff filed his class action complaint in the Superior Court for the County of Sacramento
27 on May 17, 2021, entitled *HECTOR SANCHEZ v. J.R. PIERCE PLUMBING CO., INC. OF*

28 ¹ <https://www.onlinejrp.com/services>

1 *SACRAMENTO*, Case No. 34-2021-00300960. (Szamet Decl. ¶6.) Also on May 17, 2021, pursuant
2 to Labor Code § 2699.3(a)(1), Plaintiff gave written notice to Defendant and the Labor and
3 Workforce Development Agency (“LWDA”) regarding his intent to seek civil penalties under
4 PAGA for violation of Labor Code §§ 201-203, 226(a), 510, 512, 1194, 1194.2, 1199, and 2802.
5 (Szamet Decl. ¶7.) The 65-day waiting period to commence a civil action as though the LWDA
6 has chosen not to investigate lapsed on July 22, 2021, allowing Plaintiff to commence a
7 representative action. (Szamet Decl. ¶8.)

8 On July 22, 2021, Plaintiff a First Amended Class and Representative Action Complaint,
9 adding an additional cause of action for penalties pursuant to PAGA. (Szamet Decl. ¶9.) The FAC
10 alleges causes of action for: (1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510,
11 1194, 1194.2, and 1199; (2) Failure to Reimburse Business Expenses under Labor Code § 2802;
12 (3) Failure to Provide Accurate Itemized Wage Statements Pursuant to Labor Code § 226(a); (4)
13 Waiting Time Penalties Pursuant to Labor Code § 203; (5) Violation of Business & Professions
14 Code § 17200; and (6) Penalties Pursuant to Labor Code § 2699, et seq. (Szamet Decl. ¶10.)

15 B. The Discovery Process and Mediation

16 After the matter was at issue and engaging in early meet and confer efforts, the Parties
17 agreed to attend early mediation. (Szamet Decl. ¶11.) To properly assess and evaluate the claims
18 at issue, Defendant informally produced relevant information including a sample of time and pay
19 data and other pertinent information. (Szamet Decl. ¶12.) Plaintiff’s Counsel worked with an
20 expert to thoroughly review and analyze the payroll records provided by Defendant. (*Id.*)

21 The Parties attended mediation with Judge Howard Broadman (Ret.) on April 12, 2023.
22 (Szamet Decl. ¶13.) With the expert assistance of the mediator, the Parties were able to come to
23 an agreement that day to resolve the Lawsuit. (Szamet Decl. ¶14.) Thereafter, the Parties
24 negotiated the terms of the Settlement Agreement through arms-length negotiations. (Szamet Decl.
25 ¶15.) As part of the Settlement reached, Plaintiff agreed to amend the complaint to add class
26 allegations for violations of Labor Code §§ 226.7 and 512 for failure to provide meal periods on
27 behalf of a proposed settlement class during the relevant class period. (Szamet Decl. ¶16.) As such,
28 Plaintiff filed a Second Amended Class and Representative Action Complaint (“SAC”), defining

1 a proposed class as: All non-exempt employees who are employed or have been employed by J.R.
2 PIERCE PLUMBING CO., INC. OF SACRAMENTO, in the State of California from May 17,
3 2017 to June 18, 2023 (Hereafter the “Action” or “Lawsuit”). (Szamet Decl. ¶17.) Plaintiff now
4 presents the Settlement Agreement to the Court for review and requests that the Court grant
5 preliminary approval. (Szamet Decl. ¶18.)

6 Defendant denies any liability or wrongdoing of any kind associated with the claims
7 alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends
8 that, for any purpose other than settlement, Plaintiff’s claims are not appropriate for class or
9 representative action treatment. (Szamet Decl. ¶19.) Defendant contends, among other things, that,
10 at all times, it has complied with the California Labor Code, and the Industrial Wage Commission
11 Orders. (*Id.*)

12 Based on their own independent investigation and evaluation, Class Counsel is of the
13 opinion that the proposed Settlement with Defendant is fair, reasonable and adequate, and in the
14 best interest of the settlement classes in light of all known facts and circumstances, including the
15 risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and
16 representative action trial on the merits, and numerous potential appellate issues. (Szamet Decl.
17 ¶20.) Although Defendant denies any liability, Defendant is agreeing to this Agreement solely to
18 avoid the cost of litigation. (*Id.*) Accordingly, the Parties and their counsel desire to fully, finally,
19 and forever settle, compromise and discharge all disputes and claims arising from or relating to
20 the Action on the terms set forth here. (*Id.*)

21 C. Preliminary Approval

22 On October 13, 2023, the Court issued an Order preliminarily approving the settlement in
23 this case, approving the proposed Class Notice, ordering that the Administrator send notice to the
24 Class , and setting a date for the Final Approval and Fairness Hearing. (Szamet Decl. ¶21.)

25 ///

26 ///

1 **III. THE PRELIMINARILY APPROVED SETTLEMENT**

2 A. The Settlement Class

3 The Settlement Class is defined as: “all non-exempt employees who are employed or have
4 been employed by J.R. PIERCE PLUMBING CO., INC. OF SACRAMENTO, in the State of
5 California from May 17, 2017 to June 18, 2023.” (“Class” or “Class Members”) (Szamet Decl.
6 ¶22; Agreement, Ex. 1 at § 1, ¶1.5.)

7 The Class Period is May 17, 2017 to June 18, 2023. (Szamet Decl. ¶23; Ex. 1 at § 1, ¶1.12.)
8 As of April 12, 2023 (the date of mediation) and based on documents and other information
9 produced by Defendant, there are approximately 2,115 Class Members. (Szamet Decl. ¶24; Ex. 1
10 at § 8.)

11 The final Class contained 2,179 individuals. (Paul Decl. ¶13.)

12 B. The Aggrieved Employees

13 The Aggrieved Employees are defined as: all non-exempt employees who are employed
14 or have been employed by J.R. PIERCE PLUMBING CO., INC. OF SACRAMENTO, in the
15 State of California from May 17, 2020 to June 18, 2023. (“Aggrieved Employees”) (Szamet
16 Decl. ¶25; Agreement, Ex. 1 at § 1, ¶1.4.)

17 The PAGA Period is May 17, 2020 to June 18, 2023. (Szamet Decl. ¶26; Ex. 1 at § 1,
18 ¶1.31.) As of April 12, 2023 (the date of mediation) and based on documents and other
19 information produced by Defendant, there are approximately 1,445 Aggrieved Employees.
20 (Szamet Decl. ¶27; Ex. 1 at § 8.)

21 C. Gross Settlement Amount

22 As detailed fully in the Settlement Agreement, the Settlement provides for Defendant to
23 pay a Gross Settlement Amount of \$400,000.00, which includes the sum of the Individual Class
24 Payments, the Class Representative service award, the Class Counsel Award, PAGA Payment, and
25 the Settlement Administration Costs. (Szamet Decl. ¶28; Ex. 1 at § 1, ¶1.22.)

26 The Net Settlement Amount is the Gross Settlement Amount, less Class Counsel Award,
27 Class Representative Enhancement, PAGA Payment, and Settlement Administration Costs.
28 (Szamet Decl. ¶29; Ex. 1 at § 1, ¶1.28.) Plaintiff now requests final approval of the allocation of

the Gross Settlement Amount to determine the Net Settlement Amount for distribution to the Class as follows:

Gross Settlement Amount:	\$	400,000.00
Less Class Representative Enhancement:	\$	5,000.00
Less Class Counsel's Fees (1/3):	\$	133,320.00
Less Class Counsel's Costs:	\$	14,342.30 ²
PAGA Penalties:	\$	12,000.00
		(\$9,000.00 to the LWDA; \$3,000.00 to remain in the Net Settlement Amount)
Less Administrators Costs:	\$	<u>25,000.00</u>
Net Settlement Amount:	\$	213,337.70

(Ex. 1 at § 3.)

D. Individual Settlement Payments

The amount of each Participating Class Member's Individual Class Payment is an individualized amount that is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. (Ex. 1 at §3, ¶3.2.4; *see also* Ex. A to the Agreement at pp. 7 [Class Notice].) This individual amount shall be determined according to the settlement payment formula set forth in the Agreement. (See Ex. 1 at § 3, ¶3.2.4; *Id.* at Ex. A to the Agreement [Class Notice].) The Agreement provides for a specific and detailed Workweek dispute process. (See Ex. 1 at §7, ¶7.6.)

The amount of each Individual PAGA Payment is an individualized amount calculated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,000) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. (Ex. 1 at §3, ¶3.2.5.1.)

Based on these calculations, the average potential recovery is \$96.22 per Class Member. (Paul Decl. ¶14.)

² The Agreement provided for counsel to receive cost reimbursement up to \$15,000.00. However, counsel's final costs come to \$14,342.30, which includes the anticipated cost of \$600 for filing the instant motion. (Szamet Decl. ¶30, Ex. 5). The extra \$657.70 will remain in the net settlement fund, causing the net distribution to the Class Members to be slightly higher than the \$212,680.00 contemplated in the settlement agreement (See Szamet Decl. ¶31, Ex. 1 §3, ¶3.2.1)

1 E. Class Notice

2 The Court approved the proposed Class Notice and directed the mailing of the Notice by
3 first-class mail to Class Members in accordance with the proposed implementation schedule.
4 (Szamet Decl. ¶32.) The procedures for giving notice to the Class Members, as set forth in the
5 Agreement and Plaintiffs’ Motion for Preliminary Approval and approved by the Court, have been
6 fully and properly carried out. (Paul Decl. ¶3.)

7 To date, Xpand Legal received zero (0) requests to be excluded (“opt-outs”) from the
8 proposed Agreement and zero (0) objections. (Paul Decl. ¶¶5-6.)

9 F. Check Mailed Settlement – No Reversion

10 The Parties agreed to, and the Court preliminary approved, a checks-mailed settlement
11 without the possibility of reversion of settlement funds to Defendant. Under the Agreement, every
12 Class Member will receive a settlement check and Class Members do not need to submit a claim
13 in order to receive a settlement check. Any funds that remain uncashed after the void date shall
14 be turned over by the Administrator, with information for each Class Member who failed to timely
15 cash his/her settlement check, to the Legal Services of Northern California, a nonprofit
16 organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) (“Cy
17 Pres Recipient”). (Ex. 1 at § 4, ¶4.4.3.)

18 **IV. THE COURT SHOULD ORDER FINAL APPROVAL OF THE SETTLEMENT**

19 Pursuant to California Code of Civil Procedure § 1781(f), “a class action shall not be
20 dismissed or compromised without the approval of the court, and notice of the proposed dismissal
21 or compromise shall be given to all members of the Class in such manner as the court directs”
22 In deciding whether to grant final approval to a proposed class action settlement under Code of
23 Civil Procedure § 382, the court’s overriding concern is whether the proposed settlement is “fair,
24 adequate, and reasonable.” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

25 A. The Settlement is Entitled to a Presumption of Fairness

26 “A presumption of fairness exists where: (1) the settlement is reached through arm’s length
27 bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
28 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is

1 small.” (*Dunk, supra*, 48 Cal.App.4th at p. 1802.) The proposed Settlement in the present case
2 meets all of the *Dunk* factors and is therefore entitled to a presumption of fairness.

3 As to the first *Dunk* factor, this settlement is the result of adversarial, non-collusive, and
4 arm’s-length negotiations overseen by an experienced mediator. All settlement discussions were
5 made by experienced and informed counsel, who believe that this settlement represents a favorable
6 resolution for the Class Members. (Szamet Decl. ¶33.) The settlement negotiations have been, at
7 all times, adversarial and non-collusive, with the aid of a mediator, and no self-dealing or other
8 type of misconduct by either side has taken place. (Szamet Decl. ¶34.)

9 Second, the Parties engaged in informal discovery that permitted Class Counsel to fairly
10 evaluate the strength of the case and the risks associated with ongoing litigation. This included a
11 sample of time and pay data and other pertinent information. (Szamet Decl. ¶35.) Receipt of
12 appropriate discovery allowed Class Counsel to fairly evaluate the exposure and risks associated
13 with each claim alleged in the lawsuit. (Szamet Decl. ¶36.)

14 Third, Class Counsel have significant experience in cases of this type, including several
15 years prosecuting wage, hour, and working condition violations. (Szamet Decl. ¶37.) Class
16 Counsel is thus qualified to evaluate the class claims and viability of the defenses. Class Counsel
17 believes that the settlement is fair, reasonable, adequate, and in the best interests of the class and
18 that the average recovery for each Class Member of over \$96.22 is substantial, given the risks
19 inherent in litigation and the defenses asserted. (Szamet Decl. ¶38.)

20 Finally, the fourth *Dunk* factor considers the percentage of objectors. Here, there were zero
21 (0) requests to be excluded and no objectors. (Paul Decl. ¶¶5-6.) As all of the *Dunk* factors are
22 satisfied, this settlement is entitled to a presumption of fairness.

23 B. The Court Should Approve This Class Action Settlement Because it Satisfies Each
24 of the *Kullar* Factors

25 The case of *Kullar v. Foot Locker Retail, Inc* (2008) 168 Cal.App.4th 116, 128, set forth
26 several factors that the Court should analyze in determining whether to approve a class action
27 settlement. These factors include: (1) the strength of plaintiff’s case; (2) the risk, expense,
28 complexity and likely duration of further litigation; (3) the risk of maintaining class action status

1 through trial; (4) the amount offered in settlement; (5) the extent of discovery completed and stage
2 of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental
3 participant; and (8) the reaction of the class members to the proposed settlement.

4 The proposed settlement satisfies each of these factors. Class Counsel conducted sufficient
5 informal discovery before entering into meaningful settlement negotiations in this matter. (*Id* at
6 Szamet Decl. ¶¶11-12; ¶40.) This discovery permitted Class Counsel to fairly evaluate the strength
7 of the case and the risks associated with ongoing litigation. (Szamet Decl. ¶41.) Class Counsel is
8 experienced in handling wage and hour class actions and, after weighing all of the following
9 factors, supports this Agreement. (Szamet Decl. ¶42.)

10 1. The Strength of Plaintiffs' Case

11 a) The Risks Associated with the Minimum Wage Claim

12 Labor Code §§ 510, 1194 and 1199 require an employer to compensate its employees at
13 the rate of no less than the legal minimum wage or the legal overtime compensation applicable to
14 the employee. Plaintiff contends that he and the Proposed Class were forced to work on a regular
15 and consistent basis without receiving compensation for all hours worked at the proper rate.
16 (Szamet Decl. ¶43.) Specifically, Plaintiff contends that Defendant deducted the cost of the
17 purchase of plumbing tools necessary to perform the work from Plaintiff and the Class's earned
18 wages. (*Id.*) As such, the theory of liability is Class Members are charged for tools which are
19 deducted directly from their wages. (Szamet Decl. ¶44.)³ Expert analysis of Defendant's pay
20 records reveal that on average \$2.18 is deducted per workweek for tools; thus, the class members'
21 wages deducted per the records total \$330,973. (Szamet Decl. ¶45.)

22 Defendant denied these allegations. (Szamet Decl. ¶46.) Defendant contends that it
23 provides all necessary tools to Class Members and as such there is no liability. (Szamet Decl. ¶47.)
24 Defendant explained that the tools deductions appearing the records result from a program that it
25 offered to Class Members to allow them to purchase their own tools for work or personal use and
26 reimburse Defendant instead of having to pay out of pocket for the tools. (Szamet Decl. ¶48.)

27
28 ³ For example, Plaintiff's paystub for the period of March 15, 2021 to March 21, 2021
shows a deduction of \$447.24 for tools.

1 Plaintiff acknowledges that some tools were provided, but that it was necessary for him to purchase
2 and/or replace tools. (Szamet Decl. ¶49.)

3 Clearly, this was a factually disputed claim. (Szamet Decl. ¶50.) If Plaintiff can establish
4 this claim on a classwide basis, there are very strong claims for minimum wage violations §221⁴,
5 and §203 claim that flow therefrom. (Szamet Decl. ¶51.) However, if Defendant can prove that
6 it provides all necessary tools, there would be no recover at all for this claim and the derivative
7 claims that flow therefrom. (Szamet Decl. ¶52.) Plaintiff had to acknowledge that this could be a
8 tough claim to prove. (Szamet Decl. ¶53.) Defendant would likely argue that it is an individualized
9 inquiry that requires questioning of each and every Class Member as to each tool deduction— i.e.,
10 what was it for a personal tool or a necessary tool allegedly not provided by Defendant. (Szamet
11 Decl. ¶54.) Such an inquiry, Defendant would argue, necessarily defeats class certification.
12 (Szamet Decl. ¶55.) It could likewise devolve into a battle of declarations with each party securing
13 class member declarations that supported their arguments. (Szamet Decl. ¶56.) Based on this
14 significant risk, Class Counsel contends it was appropriate to discount the full value of this claim,
15 and the derivative wage claims, for settlement purposes. (Szamet Decl. ¶57.)

16 b) The Risks Associated with the Meal Period Claim

17 Labor Code § 512 provides:

18 An employer may not employ an employee for a work period of more than
19 five hours per day without providing the employee with a meal period of
20 not less than 30 minutes An employer may not employ an employee
21 for a work period of more than 10 hours per day without providing the
22 employee with a second meal period of not less than 30 minutes, except that
if the total hours worked is no more than 12 hours, the second meal period
may be waived by mutual consent of the employer and the employee only
if the first meal period was not waived.

23 Under this rule, “[e]mployers must afford employees uninterrupted half-hour periods in
24 which they are relieved of any duty or employer control and are free to come and go as they
25 please.” (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1037.) In order for a meal
26 period to qualify as a lawful break under California law, an employer must (1) relieve its

27 ⁴ Labor Code § 221 provides: “It shall be unlawful for any employer to collect or receive
28 from an employee any part of wages theretofore paid by said employer to said employee.” Of
course, employers can face civil penalties and even criminal charges for taking back any wages
that have already been paid to an employee.

employees of all duty; (2) relinquish control over their activities; (3) permit them a reasonable opportunity to take an uninterrupted 30-minute break; and (4) not impede or discourage them from doing so. (*Id.* at p. 1040.)

Plaintiff alleges that he and the Class consistently worked shifts over five (5) hours and Defendant failed to provide Plaintiff and the Proposed Class with uninterrupted meal periods of not less than thirty (30) minutes as required by the Labor Code during the relevant time period. (Szamet Decl. ¶58.) Plaintiff contends that a review of the records shows that meal periods punches are largely taken at the exact 5th hour according to the documents. (Szamet Decl. ¶59.)

Below is an example:

WEEK OF: Nov, 8, 2020 TO: Nov, 14, 2020

G = Ground ~ TD = Top-Out ~ TW = Top-Out Water ~ TG = Top-Out Gas ~ TT = Top-Out Tub/Shower

FA = FIELD ADMIN.	HOURS		MON	TUES	WEDS	THURS	FRI
TM = TIME / MATERIAL	START TIME	IN	7:00	7:00	7:00	7:00	
TR = TRENCHING	AM BREAK	☐	☒	☒	☒	☒	☐
S = SERVICE / REPAIR	LUNCH	OUT	12	12	12	12	
SA = SAFETY		IN	12:30	12:30	12:30	12:30	
QA = QUALITY ASSUR	PM BREAK	☐	☒	☒	☒	☒	☐
TG = CONDENSATE	END OF DAY	OUT	3:30	3:30	3:30	3:30	

Plaintiff contends that the records are suspicious. (Szamet Decl. ¶60.) Plaintiff would argue that nearly identical records is akin to having records rife with violations that permit him to invoke the burden shifting clearly set forth in *Donahue*⁵. (Szamet Decl. ¶61.) Such burden shifting will create a presumption of liability and thereby require Defendant to prove that in fact all class members got their meal periods at exactly 12-12:30 each day throughout the entire class period. (Szamet Decl. ¶62.)

Defendant vehemently denies the alleged meal break claim. (Szamet Decl. ¶63.) Defendant maintains that it maintained a valid written meal period policy during the Class Period, had

⁵ In *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, the California Supreme Court held that time records depicting noncompliant (late, interrupted, or missed) meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage of litigation. *Id.* at 77. Reasoning that the “affirmative defense” of waiver goes to the merits of the case, the Court in *Donohue* held, “the presumption goes to the question of liability and applies at the summary judgment stage, not just at the class certification stage.” *Id.* at 76.

1 compliant practices during the Class Period, and the records show that consistent meal periods
2 were consistently documented. (Szamet Decl. ¶64.) Defendant contends that Plaintiff and all Class
3 Members were provided with all required meal periods and that Defendant paid meal period
4 premiums when necessary. (Szamet Decl. ¶65.)

5 This dispute presented a significant risk on the meal period claim that Plaintiff considered
6 when evaluating this settlement. (Szamet Decl. ¶66.) As an initial matter, Defendant meets
7 *Brinker's* "provide" standard by maintaining a valid written policy and not doing anything to
8 interfere with the taking of lawful meal periods. (Szamet Decl. ¶67.) Second, Plaintiff worked with
9 an expert to analyze Defendant's time and pay records. (Szamet Decl. ¶68.) The records show that
10 meal periods were taken in 80% of shifts at the 5th hour, 5% were taken at the 5.5 hour mark, and
11 5% taken at the 6th hour. (Szamet Decl. ¶69.) This can be an extremely tough claim to prove on a
12 classwide basis, however, because Defendant will argue that it meets the *Brinker* "provide"
13 standard, meal breaks are consistently reflected in the records, and burden shifting is not legally
14 appropriate because *Donahue* is not applicable. (Szamet Decl. ¶70.) Defendant would argue that
15 because the records largely show complaint breaks were taken, it would become an individualized
16 inquiry that would require questioning of each and every Class Member as to each and every meal
17 period in the records as to whether in fact it was "provided" in compliance with the law. (Szamet
18 Decl. ¶71.) Such an inquiry, Defendant would argue, necessarily defeats class certification.
19 (Szamet Decl. ¶72.) Plaintiff had acknowledged there was significant risk and based on this
20 significant risk, Class Counsel contends it was appropriate to dramatically discount the full value
21 of this claim for settlement purposes. (Szamet Decl. ¶73.)

22 c) The Risks Associated with the Reimbursement Claim

23 Under California Labor Code § 2802(a) an employer "shall indemnify his or her employee
24 for all necessary expenditures or losses incurred by the employee in direct consequence of the
25 discharge of his or her duties, or of his or her obedience to the directions of the employer." An
26 employee acts in "discharge of his duties," for purposes of this Section when the employee acts
27 within the "course and scope of employment." See *O'Hara v. Teamsters Union Local No. 856*,
28 C.A.9 (Cal.)1998, 151 F.3d 1152.

1 Plaintiff alleges that Defendant required employees to incur business expenditures for
2 which they were never reimbursed, including the costs of tools and mileage to perform their duties.
3 (Szamet Decl. ¶74.) The dispute as to tools is discussed above and will not be repeated here.
4 (Szamet Decl. ¶75.) As to mileage, Defendant argued that any mileage incurred was a normal part
5 of daily commuting and was not commuting in between work sites during the workday and if for
6 any reason mileage was incurred on personal vehicles that employees simply needed to request
7 reimbursement. (Szamet Decl. ¶76.) Defendant argued that if any class member contends that he
8 or she was required to make stops throughout the workday in personal vehicles without
9 reimbursement, that was an individualized issue that would defeat certification. (Szamet Decl.
10 ¶77.) If Defendant could establish its defenses as to liability, this claim would have little to no
11 value. (Szamet Decl. ¶78.) Based on the strength of the potential defenses, Class Counsel believes
12 was appropriate to discount this claim for settlement purposes. (Szamet Decl. ¶79.)

13 d) The Risks Associated with the Inaccurate Wage Statement Claims

14 California Labor Code § 226(a) requires employers to furnish to his or her employee, either
15 as a detachable part of the check, draft, or voucher paying the employee's wages, an accurate
16 itemized statement in writing showing, among other things, total hours worked, the number of
17 piece-rate units earned, and accurately report appropriate rates of pay and the corresponding
18 number of hours worked at each hourly rate.

19 As a result of Defendant's failure to pay minimum wages as described above, Plaintiff
20 alleged that Defendant failed to include the appropriate rates of pay and the accurate hours worked
21 and the corresponding number of hours worked at each hourly rate on the itemized wage statements
22 issued to Plaintiff and the Proposed Class. Labor Code § 226(a)(8) requires Defendant to furnish
23 to his or her employee an accurate itemized statement in writing showing the name and address of
24 the legal entity that is the employer. Defendant failed to include the name of the legal entity that
25 is the employer, in violation of Labor Code §§ 226(a)(8).

26 Plaintiff contends that the wage statements issued to him and Class Members are facially
27 defective in that they failed to indicate the name and address of the legal entity that is the employer
28 on the wage statements as they say J R Pierce Plumbing Co of Sac and its actually J.R. PIERCE

1 PLUMBING CO., INC. OF SACRAMENTO. (Szamet Decl. ¶80.) There is a space between J R
2 Pierce on the wage statement as well. (Szamet Decl. ¶81.) Defendant contended that this was a
3 highly technical argument that was likely to fail. (Szamet Decl. ¶82.)

4 In addition, Plaintiff alleges a derivative claim that Defendant issued wage statements that
5 allegedly violate Labor Code §§ 226(a)(2) and (9). (Szamet Decl. ¶83.) Labor Code § 226(a)
6 specifically requires that the employer shall, semimonthly or at the time of each payment of wages,
7 furnish each of his or her employees, an accurate itemized statement in writing showing all
8 applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate by the employee. Plaintiff alleges that he and Class Members are issued
10 wage statements that do not accurately show the applicable overtime rate and the number of hours
11 worked at the corresponding rate based on Defendant's alleged failure to blend discussed above.
12 (Szamet Decl. ¶84.) However, Plaintiff has to recognize that this is a derivative claim. (Szamet
13 Decl. ¶85.) Plaintiff does not argue that Defendant failed to show required information on the
14 paystubs it issued to Class Members, only that the paystubs do not accurately show the
15 information. (Szamet Decl. ¶86.) While Plaintiff believes this claim is easily certifiable, Plaintiff
16 has to acknowledge that this is a more difficult argument to prevail on when it comes to assessing
17 liability and a resulting discount for settlement purposes is appropriate. (Szamet Decl. ¶87.) The
18 wage statement penalties total \$4,932,000. (Szamet Decl. ¶88.)

19 e) The Risks Associated with the Waiting Time Penalties Claim

20 Labor Code section 203 provides that if an employer fails to provide wages at the time of
21 an employee's termination or within 72 hours of his/her resignation, then such employee's wages
22 shall continue as a penalty for up to thirty (30) days. "If an employer willfully fails to pay . . . any
23 wages of an employee who is discharged or who quits, the wages of the employee shall continue
24 as a penalty from the due date thereof at the same rate until paid . . . but the wages shall not continue
25 for more than 30 days." (Lab. Code, § 203, subd. (a).)

26 Here, some Class Members, including Plaintiff, are no longer employed by Defendant.
27 (Szamet Decl. ¶89.) Plaintiff contends that Defendant has failed to pay employees wages
28 immediately or within 72 hours of termination and/or resignation by not paying all meal period

1 premiums owed and wages. (Szamet Decl. ¶90.) Therefore, under California Law, Plaintiff
2 contends that “waiting time” penalties would be triggered for each former employee in the class.
3 (Szamet Decl. ¶91.) Labor Code section 203 reflects a public policy concern that favors the full
4 and prompt payment of earned wages. (See, e.g., *Barnhill v. Robert Saunders & Co.* (1981) 125
5 Cal.App.3d 1, 7; *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492.)

6 Defendant maintains that it has paid all wages due to employees at the separation of
7 employment. Defendant argues that a good-faith belief applies here and that if it inadvertently did
8 not pay final wages to an individual, its actions were not willful. (Szamet Decl. ¶92.) Plaintiff
9 responds that the well-settled meaning of “willful,” as used in Labor Code section 203, is that an
10 employer has intentionally failed or refused to perform an act which was required to be done.
11 (*Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1201.) (Szamet Decl. ¶93.) Plaintiff
12 contends that Defendant knew wages were owed but failed to pay them. (Szamet Decl. ¶94.)
13 Therefore, Plaintiff contends that waiting time penalties apply here and each former employee
14 would be entitled to thirty (30) days of wages.

15 The risk analysis for the section 203 claim flows from the risk analysis for the underlying
16 claims discussed above. (Szamet Decl. ¶95.) If Defendant could prove, as it contends, that wages
17 were not unlawfully deduct and all meal periods were provided as it contends, there would be no
18 waiting time penalties that flow therefrom. (Szamet Decl. ¶96.) Based on the risk articulated above,
19 Class Counsel believed a discount was also appropriate here for settlement purposes. (Szamet
20 Decl. ¶97.)

21 f) The Risks Associated with the PAGA Claim

22 California’s Private Attorneys General Act (“PAGA”), Labor Code § 2698, et seq., permits
23 private litigants to recover civil penalties for violations of the Labor Code. PAGA provides that
24 plaintiffs may recover previously established civil penalties (section 2699(a)) or, if none were
25 established, plaintiffs may recover default penalties provided in section 2699(f) in the amount of
26 \$100 per employee per pay period for the initial violation and \$200 for subsequent violations.

27 Plaintiff discounted the PAGA claim for settlement purposes for multiple reasons. (Szamet
28 Decl. ¶98.) First, the aggrieved employees’ PAGA claims are derivative of all the underlying class

claims. *Id.* Second, a court has discretion to award less than the maximum penalty. (*Id.*; Labor Code § 2699(e)(2) (“a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory”). See e.g., *Carrington v. Starbucks Corporation* (2018) 30 Cal.App.5th 504, 241 Cal.Rptr.3d 647, 669 (affirming award of 10% of maximum PAGA penalty). Finally, the Class is arguably compensated for these violations in the proposed Agreement, and thus any PAGA recovery for these same violations could be deemed to be duplicative. (*Id.*) As such, Class Counsel believes that the Agreement’s contemplated PAGA payment of \$25,000.00 is appropriate. (*Id.*; see *Nordstrom Commissions Cases*, 186 Cal.App.4th 576, 589 (2010) (affirming settlement allocating \$0 of \$6.4 million settlement to PAGA penalties). (Szamet Decl. ¶99.)

2. The Risk, Expense, Complexity, and Likely Duration of Further Litigation

There is significant expense associated with the class certification process, which the Parties can avoid by entering into the contemplated Agreement now. (Szamet Decl. ¶100.) If the Court did eventually certify a meal or wage statement class, trial of a case involving approximately 2,115 Class Members would require the retention of expensive expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties. (Szamet Decl. ¶101.) Moreover, given the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. (Szamet Decl. ¶102.) An appeal would result in further delay for the Class Members who are awaiting resolution. (*Id.*)

3. The Risk of Maintaining Class Action Status through Trial

This case has not yet been certified to be tried as a class action. (Szamet Decl. ¶103.) While Plaintiff maintains that there is strong evidence to support certification, certification is always hard fought and subject to judicial discretion. Moreover, in class actions, decertification is always a possibility. (*Id.*) In attempting to certify a class, the parties would need to conduct multiple depositions, including of the Class Representative and of the person most knowledgeable regarding Defendant’s policies. (*Id.*) There is a risk for both sides as to what these depositions will reveal and whether they will support class certification to the extent expected. (*Id.*)

1 4. The Amount Offered in Settlement

2 It was very difficult for the Parties to reach this Settlement of \$400,000.00. (Szamet Decl.
3 ¶104.) This Settlement is the result of adversarial, non-collusive, and arms-length negotiations.
4 (*Id.*) The Parties arrived at it after extensive investigation and discovery, careful evaluation of the
5 law, risks, and all information substantiating the amount of penalties reasonably likely to be
6 awarded to the class were the trier of fact to find Defendant liable, and the assistance of an
7 experienced mediator. (*Id.*)

8 a) Plaintiff's Assessment of Defendant's Maximum Exposure

9 As set forth above, Plaintiff assessed the underpaid wage claim, based on the tools
10 deduction argument, at approximately \$330,973. (Szamet Decl. ¶105.) This calculation is based
11 on expert analysis of Defendant's pay records, revealing that on average \$2.18 was deducted per
12 workweek for tools. (*Id.*)

13 Plaintiff assessed the full value of the meal period claim at approximately \$1,653,844.
14 (Szamet Decl. ¶106.) This amount assumes a 10% violation rate for meal periods based on the data
15 for the Class (showing 5% of meals were taken at the 5.5 hour mark. and 5% taken at the 6th hour.)
16 (*Id.*) However, if Defendant was able to defeat certification of this claim based on the arguments
17 above, this claim would be worth \$0. (*Id.*) Based on this acute risk and as set forth above, Plaintiff
18 determined that accepting a discount of the full amount was appropriate. (*Id.*)

19 With regard to the reimbursement claim analysis, Plaintiff believed that it was reasonable
20 to value the potential reimbursement at \$330,937 based on the records (on average \$2.18 was
21 deducted per workweek for tools. (Szamet Decl. ¶107.) If Defendant could establish this was just
22 a result of reimbursements as argued, this claim would be worth \$0. (*Id.*) Plaintiff did not place
23 significant value on the mileage claim due to Defendant's policy on mileage and reimbursements
24 thereof. (*Id.*)

25 Plaintiff valued the wage statement claim, without discount, at \$4,932,000. (Szamet Decl.
26 ¶108.) Plaintiff used \$50 for the initial pay period and \$100 thereafter with a \$4,000 cap on wage
27 statement penalties per employee per Labor Code §226(e)(1). (*Id.*) Due to the risk discussed above
28 that 226(a) liability would not attach at all Plaintiff determined that a steep discount of this claim

1 was fair for settlement purposes. (*Id.*)

2 Plaintiff valued the waiting time penalty claim, tied to the wage/overtime claim, at
3 \$1,418,050. (Szamet Decl. ¶109.) Considering the derivate nature of Labor Code §203, the legal
4 dispute over whether class members were owed any wages at all, and the risk that Plaintiff could
5 not prove “wilfullness”, Plaintiff determined that accepting a discount on this claim was
6 appropriate. (*Id.*)

7 Finally, Plaintiff assessed the maximum value of the PAGA claim as \$8,493,200 which is
8 based upon 85,790 pay periods in the applicable date rage using \$100 per pay period. (Szamet
9 Decl. ¶110.) The main risk taken into account with PAGA is the discretionary nature of the penalty
10 award. (*Id.*) A judge can award the statutory maximum of \$100 for the initial violation and \$200
11 thereafter or – in theory – one cent per wage statement. (*Id.*) While there is a dearth of available
12 authority, in Class Counsel’s view, were he to succeed on any of the underlying Labor Code
13 violations, it is not likely that a Judge would also award a large amount of penalties of top of any
14 damages recovered. (*Id.*)

15 Thus, per Plaintiff’s assessment set forth here, the potential value of all of Plaintiff’s and
16 the Class Members’ claims was approximately \$16,828,031. (Szamet Decl. ¶111.) However, the
17 bulk of this exposure is in penalties attribute to the Labor Codes §203, 226(a), and 2699. (*Id.*) If
18 just the core potential claims for tools and meal periods are evaluated the exposure number drops
19 dramatically to \$1,984,781. (*Id.*) In light of this, and guided with the expert assistance of the
20 mediator, Class Counsel determined that accepting a reduced amount for settlement purposes is
21 fair and reasonable to the Class. (*Id.*) Thus, Class Counsel believes that the Gross Settlement
22 Amount of \$400,000.00 is fair and reasonable. (*Id.*)

23 5. The Extent of Discovery Completed and Stage of the proceedings

24 As outlined above, Class Counsel conducted a thorough investigation into the facts of the
25 claims alleged. (Szamet Decl. ¶112.) The agreement to settle did not occur until Class Counsel
26 exchanged and possessed sufficient information to make an informed judgement regarding the
27 likelihood of success on the merits and the results that could be obtained through further litigation.
28 (*Id.*)

1 6. The Experience and Views of Counsel

2 Kingsley Szamet & Ly, formerly known as Kingsley & Kingsley, APC, is very
3 experienced in prosecuting employment litigation, and the firm has focused its practice since
4 2000 on prosecuting wage, hour, and working condition violations.(Szamet Decl. ¶¶113-115.)
5 The firm is well versed in class action litigation and has diligently and aggressively pursued
6 this action. (*Ibid.*) Kingsley Szamet & Ly currently serves as Class Counsel for dozens of pending
7 class action lawsuits in Northern, Central, and Southern California. (*Ibid.*) A list of representative
8 cases that Kingsley Szamet & Ly has handled is included in the accompanying declaration of Kelsey M.
9 Szamet. (Szamet Decl. ¶¶113-114.) After factoring in the risks explained above, Class Counsel
10 believes that the proposed settlement is fair and reasonable. (Szamet Decl. ¶115.)

11 7. The Presence of a Governmental Participant

12 There is no governmental participant in this action. (Szamet Decl. ¶116.)

13 8. The Proposed Plan of Allocation Is Fair and Reasonable

14 Plans of allocation are subject to the same standard of review as class action settlements;
15 they must be “fair, adequate and reasonable.” (See, e.g., *Officers for Justice v. Civil Service*
16 *Comm’n* (9th Cir. 1982) 688 F.2d 615, 624–625, 629–630.) Here, the proposed plan of allocation
17 compensates Class Members pro rata based on the number of Workweeks worked by the Class
18 Member during the Class Period. The lump sum payment to each Class Member not excluding
19 him/ herself will be determined on an individualized basis based upon the Workweeks worked by
20 the Class Member. (Ex. 1 at § 3, ¶3.2.4.) This allocation distributes Agreement funds
21 proportionally to each class member’s potential damages and should therefore be approved as fair,
22 adequate, and reasonable. (Szamet Decl. ¶117.)

23 9. The Reaction of the Class Members to the Proposed Settlement

24 To date, there are zero (0) requests to be excluded from the proposed Agreement and zero
25 (0) objections. (Paul Decl. ¶¶5-6.) Such indicates that the reaction of Class Members on the whole
26 is positive and weighs in favor of approval.

27 **V. ENHANCEMENT TO PLAINTIFF**

28 Plaintiff’s Counsel request an enhancement of \$5,000.00 to the Class Representative

1 Hector Sanchez for his work on behalf of the Class. (Szamet Decl. ¶161.) “Courts routinely
2 approve incentive awards to compensate named plaintiffs for the services they provide and the
3 risks they incurred during the course of the class action litigation.” *Ingram v. The Coca-Cola*
4 *Company*, 200 F.R.D. 685, 694 (N.D. Ga 2001) (internal quotations and citations omitted); *see*
5 *also Van Vranken v. Atlantic Richfield Co.*, 901 F. Supp. 294, 299 (N.D. Cal. 1995). In *Coca-*
6 *Cola*, the Court approved service awards of \$300,000 to each named plaintiff in recognition of the
7 services they provided to the class by responding to discovery, participating in the mediation
8 process, and taking the risk of stepping forward on behalf of the class. *Coca-Cola*, 200 F.R.D. at
9 694; *see also, e.g. Van Vranken*, 901 F. Supp. at 299 (approving \$50,000 participation award to
10 plaintiffs); *Glass v. UBS Financial Services, Inc.*, Case No. C-06-4068 MMC, 2007 WL 227862,
11 at *17 (N.D. Cal. Jan. 26, 2007) (approving \$25,00 enhancement to each named plaintiff).

12 Mr. Sanchez is an adequate class representative because he has diligently, adequately and
13 fairly represented the Class and has not placed his interests above any member of the Class . (*see*
14 Declaration of Hector Sanchez (“Sanchez Decl.”) ¶¶3-11.)

15 Here, Class Counsel requests an enhancement for Mr. Sanchez’s valiant effort and time
16 expended in this matter. The time spent by Hector Sanchez is significant and includes researching
17 and retaining competent counsel; providing information to Class Counsel regarding the nature of
18 the work at Defendant; compiling relevant documents; working closely with Class Counsel to
19 develop the theories of liability and martial relevant evidence; regularly discussing the status of
20 the case with Class Counsel; discussing the case via telephone with many Class Members; making
21 himself available to attend a full-day of mediation and staying in contact that day as needed; and
22 responding promptly to Class Counsel’s communications regarding settlement. (Szamet Decl.
23 ¶162; Sanchez Decl. ¶¶5-7.) As set forth in the Agreement, Plaintiff will also be entering into a
24 general release of liability pursuant to Civil Code Section 1542. (Szamet Decl. ¶163; Ex. 1 at § 5,
25 ¶5.1.)

26 Class Counsel considers this to be a fair and reasonable enhancement. (Szamet Decl. ¶164.)
27 The enhancement takes into consideration the time, effort, and expense incurred by Mr. Sanchez
28 in coming forward to litigate this matter on behalf of all Class Members. (Szamet Decl. ¶165.)

1 Additionally, the Class Representative was at risk for paying for Defendant’s legal fees and costs
2 in the event that Defendant prevailed at trial. (Szamet Decl. ¶166.)

3 ///

4 **VI. SUBMISSION TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY**

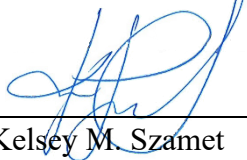
5 As indicated on the Proof of Service, Plaintiff’s Motion for Final Approval of Class Action
6 Settlement (“Motion”) will be concurrently uploaded to the Labor and Workforce Development
7 Agency’s (“LWDA”) website on the date this Motion is filed as required by statute. Proof of
8 submission of Plaintiff’s Motion, all related documents, and copy of the email from the LWDA
9 confirming receipt is attached to the Declaration of Kelsey M. Szamet as Exhibit “6.” (Szamet
10 Decl. ¶171.)

11 **VII. CONCLUSION**

12 Plaintiff respectfully submits that the proposed Agreement is fair, adequate, reasonable,
13 and in the best interest of the Class Members. Therefore, Plaintiff respectfully requests that the
14 Court (1) grant Final Approval of the Agreement and all of its terms; (2) award attorneys’ fees and
15 costs in the amount detailed in the concurrently filed Motion for Attorneys’ Fees and Costs; (3)
16 award Xpand Legal claims administration fees of \$25,000.00; and (4) award the Class
17 Representative an enhancement of \$5,000.00; and (5) enter judgment.

18
19 DATED: May 10, 2024

KINGSLEY SZAMET & LY

20
21 By: 

22 Kelsey M. Szamet

23 Attorneys for Plaintiff HECTOR SANCHEZ and the
24 proposed class
25
26
27
28

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On May 10, 2024, I served all interested parties in this action the following documents described as: **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

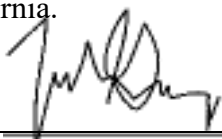
COOK BROWN LLP
Carrie E. Bushman
cbushman@cookbrown.com
Linda Johnston
ljohnston@cookbrown.com
Zachary H. Rankin
zrankin@cookbrown.com
2407 J Street, Second Floor
Sacramento, CA 95816

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 10, 2024, at Los Angeles, California.



Taylor Gregg