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

JUAN VIDAL, as an individual and on behalf
of all others similarly situated,
Plaintiff,

vs.

ROYAL WEST DRYWALL, INC., a
California corporation; and DOES 1 through
100,

Defendants.

Case No. CVRI2105729

*[Assigned for all purposes to Hon. Harold
W. Hopp in Dept. 10]*

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

Date: January 5, 2023
Time: 8:30 a.m.
Dept.: 10

Reservation ID: 071572515468

Complaint filed: December 21, 2021
Trial Date: None Set.

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a partner of Haines Law Group, APC, and counsel for the named Plaintiff
3 Juan Vidal (“Plaintiff”) and the Aggrieved Employees in the above-captioned matter. I am a
4 member in good standing of the bar of the State of California and am admitted to practice in this
5 Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 2008 graduate of Southwestern Law School. I was admitted to the
8 California State Bar in September 2009. From December 2010 to September 2011, I worked as
9 a Law Clerk for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose,
10 Klein & Marias I assisted trial attorneys in employment and personal injury cases. From
11 September 2011 to May 2016, I worked as an associate at the employment law firm of Mahoney
12 Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law
13 Group, APC focused on representing employees in wage and hour class actions. My work at
14 Mahoney Law Group, APC also included representing employees in individual claims for
15 wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the
16 types of work I performed at Mahoney Law Group, APC included: conducting client intakes;
17 performing pre-filing research and analysis; drafting complaints; attending court hearings;
18 corresponding with opposing counsel; drafting and responding to written discovery; preparing
19 for and taking and defending depositions; analyzing payroll and timekeeping records and
20 employee handbooks; opposing motions for summary judgment, as well as drafting a variety of
21 other motions such as motions for remand, demurrers and motions to dismiss, motions to strike,
22 motions to compel, motions to quash, and motions for class certification; drafting mediation
23 briefs; attending mediations; drafting and negotiating long-form settlement agreements; drafting
24 motions for preliminary and final settlement approval; and overseeing the notice process.

25 3. Since November 8, 2016, I have worked at my current firm, Haines Law Group,
26 APC, where, in 2020, I became a Partner. I am currently responsible for managing a caseload of
27 over fifty (50) active wage and hour class and PAGA actions in both state and federal court.

28 4. The following is a non-exhaustive list of wage and hour class actions in which I

1 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
2 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
3 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
4 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
5 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
6 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
7 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
8 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
9 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
10 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
11 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
12 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
13 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
14 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
15 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
16 Central District of California, Judge Dolly M. Gee presiding (granting final approval of
17 settlement on behalf of home health care employees involving claims for unpaid wages and other
18 claims, in which I was approved at an hourly rate of \$425 for work performed in 2012-2015);
19 *Guzman v. Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court,
20 Los Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on
21 behalf of construction workers involving claims for unpaid wages, meal and rest period violation,
22 and other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
23 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
24 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
25 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
26 violations, and other claims, in which I was approved at an hourly rate of \$425 for work
27 performed in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California
28 Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final

1 approval of settlement on behalf of IT support workers for overtime, meal and period,
2 reimbursement, and related violations, approved at hourly rate of \$475 for work performed in
3 2016 and 2017); *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-
4 OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding
5 (granting final approval of settlement on behalf of non-exempt employees of a chemical
6 manufacturing company involving claims for unpaid overtime and waiting time penalties); *Razon*
7 *v. TTM Technologies, Inc., et al.*, Case No. 37-2016-00038326-CU-OE-CTL, California Superior
8 Court, San Diego County, Judge Gregory W. Pollack presiding (granting final approval of
9 settlement involving claims for unpaid overtime wages, wage statement violations, and meal
10 period violations); *Blank v. Coty, Inc., et al.*, Case No. BC624850, California Superior Court,
11 Los Angeles County, Judge Williams F. Highberger presiding (granting final approval of
12 settlement involving claims for wage statement violations, meal period violations, and other
13 claims); *Morales v. Caremeridian, LLC, et al.*, Case No. BC593191, California Superior Court,
14 Los Angeles County, Judge William F. Highberger presiding (granting final approval of
15 settlement on behalf of direct support professionals involving claims for unpaid wages, meal and
16 rest period violations, wage statement violations, and other claims); *Aguilar v. Act Fulfillment,*
17 *Inc.*, Case No. RIC1616643, California Superior Court, Riverside County, Judge Sharon J.
18 Waters presiding (granting final approval of settlement on behalf of non-exempt factory workers
19 involving claims for meal period violations); *Sandoval v. AMCOR Flexibles Inc.*, Case No.
20 BC617499, California Superior Court, Los Angeles County, Judge Kenneth R. Freeman
21 presiding (granting final approval of settlement on behalf of manufacturing employees involving
22 claims for unpaid wages, meal period violations, rest period violations, and waiting time
23 penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No. RIC1612209, California Superior
24 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
25 on behalf of non-exempt employees of a freight railcar manufacturer involving claims for unpaid
26 overtime and minimum wages, meal period violations, and rest period violations); *Silva v. ADJ*
27 *Products, LLC*, Case No. BC618581, California Superior Court, Los Angeles County, Judge
28 William F. Highberger presiding (granting final approval of settlement involving claims for

unpaid overtime and minimum wages, rest period violations, wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding

(granting final approval of settlement on behalf of non-exempt commissioned salespersons and other employees involving claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and other claims); *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No. CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman presiding (granting final approval of settlement on behalf of sales development representatives involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for meal and rest period violations, and other claims); *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid wages, meal and rest period violations, other claims); *Julio Alfaro v. Orange Automotive d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period violations, unreimbursed business expenses, and penalty claims); *Sepulveda, et al. v. Caliber Collision Transport Service LLC, et al.*, Case No. BC669786, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period violations, and penalty claims); *Mariela Cruz v. Traina Dried Fruit, Inc.*, Case No. 9000819, California Superior Court, Stanislaus County, Judge Marie Sovey Silveira presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages, meal and rest period violations, and penalty claims); *Joshua Anthony v. Semper Solaris*

1 *Construction Inc.*, Case No. 37-2018-00035320-CU-OE-CTL, California Superior Court, San
2 Diego County, Judge Gregory W. Pollack presiding (granting final approval of settlement on
3 behalf of non-exempt employees involving claims for overtime wages, wage statement penalties,
4 waiting time penalties, and PAGA civil penalties); *Fabio Gallo v. Coast Composites, LLC*, Case
5 No. 30-2018-01016120-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda
6 Sanders presiding (granting final approval of settlement on behalf of non-exempt employees
7 involving claims for wage statement violations and PAGA civil penalties); *Maria Jessenia*
8 *Gomez, et al. v. CareMeridian, LLC*, Case No. BC655730, California Superior Court, Los
9 Angeles County, Judge William F. Highberger presiding (granting final approval of settlement
10 on behalf of non-exempt nursing employees involving claims for meal and rest period violations,
11 minimum and overtime violations, and penalty claims); *Alfredo Villarreal v. Spenuzza, Inc.*, Case
12 No. RIC1902836, California Superior Court, Riverside County, Judge Sunshine S. Sykes
13 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
14 employees involving claims for unpaid wages, meal and rest period violations, and various
15 penalty claims); *Rosalie A. Wayman v. San Fernando Valley Automotive, LLC, et al.*, Case No.
16 19STCV35904, California Superior Court, Los Angeles County, Judge Maren E. Nelson
17 presiding (granting final approval of settlement on behalf of commission-based employees
18 involving claims for unpaid minimum wages, meal and rest period violations, and penalty
19 claims); *Danielle Bradley Queen, et al. v. Unlimited Quest, Inc.*, Case No. CIVDS1716151,
20 California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final
21 approval of settlement on behalf of non-exempt Direct Support Professionals and Program
22 Supervisors involving claims for rest period violations, unpaid wages, failure to reimburse for
23 necessary business expenditures, wage statement violations, and other penalty claims); *Fabian*
24 *Santana, et al. v. A.M. Cabinets, Inc.*, Case No. 19STCV00803, California Superior Court, Los
25 Angeles County, Judge Daniel J. Buckley presiding (granting final approval of settlement on
26 behalf of non-exempt employees involving claims for unpaid wages, meal and rest period
27 violations, wage statement violations, failure to reimburse for necessary business expenditures,
28 and other penalty claims); *Jonathan Reyes-Delcid v. SNS Transportation Services Inc.*, Case No.

1 BC683026, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf
2 of non-exempt employees involving claims for piece-rate violations, unpaid wages, meal and rest
3 period violations, failure to reimburse for necessary business expenditures, and other penalty
4 claims); *Damien Dana Council v. Professional Courier & Newspaper Distribution, et al.*, Case
5 No. BC715054, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding
6 (granting final approval of settlement on behalf of non-exempt employees involving claims for
7 unpaid wages, meal and rest period violations, and various penalty claims); and *Jose Jimenez v.*
8 *Fenceworks, Inc.*, Case No. 30-2018-01034150-CU-OE-CXC, California Superior Court,
9 Orange County, Judge William D. Claster presiding (granting final approval of settlement on
10 behalf of non-exempt employees involving claims for piece-rate violations, unpaid wages, meal
11 period violations, and various penalty claims).

12 5. I have also moved to certify and have received an order certifying a class action
13 in *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United
14 States District Court, Central District of California, Honorable Dolly M. Gee presiding
15 (certifying six classes of employees for rest period violations, wage statement violations, meal
16 period violations, and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods*
17 *Company*, Case No. 16-CV-02749-WQH (BLM), United States District Court, Southern District
18 of California, Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal
19 period classes, wage statement class, and waiting time penalty class).

20 6. In 2018, 2019, 2020, 2021, and 2022, Thomson Reuters and Los Angeles
21 Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising
22 Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent
23 (2.5%) of attorneys under the age of forty in Southern California each year.

24 7. As counsel for Plaintiff, I have been closely involved in all aspects of this
25 litigation since its inception.

26 8. Defendant Royal West Drywall, Inc. (“Royal West”) provides services for the
27 installation of drywall and paint for wide variety of residential projects throughout Southern
28 California. Plaintiff worked for Royal West as a non-exempt “Painter” from approximately

December 2019 until September 3, 2021. Plaintiff, like all Aggrieved Employees, was employed by Royal West as non-exempt during the PAGA Period and was subject to Royal West's wage and hour policies and practices.

9. On December 21, 2021, Plaintiff filed the instant action, alleging class-wide violations of the California Labor Code for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) failure to reimburse all necessary business expenditures; (6) waiting time penalties; (7) wage statement violations; and (8) unfair competition. On December 22, 2021, Plaintiff submitted his notification letter to the LWDA giving notice of his intent to pursue a PAGA representative action for alleged Labor Code violations, as required by Labor Code § 2699.3. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff's December 22, 2021, pre-filing letter to the LWDA. On February 25, 2022, after the 65-day waiting period under Labor Code § 2699.3(a)(2)(A), Plaintiff filed a First Amended Class and Representative Action Complaint in this Court. Shortly thereafter, Royal West produced an arbitration agreement that Plaintiff signed during this employment with Royal West. As a result, the Parties agreed to attend a mediation in an attempt to resolve Plaintiff's PAGA claim. In light of the arbitration agreement which contained a class action waiver, Plaintiff will be submitting a request to dismiss the class claims without prejudice.

10. The parties subsequently agreed to mediate with Steven G. Mehta, Esq., in an effort to resolve Plaintiff's PAGA claim.

11. In connection with mediation, the Parties engaged in extensive informal discovery. Royal West provided Plaintiff with a 10% sampling of timekeeping and payroll records as well as the number of current and former non-exempt employees employed during the PAGA Period and the corresponding number of pay periods worked during the PAGA Period. Royal West also produced its relevant written wage and hour policies. Plaintiff conducted a detailed review of Royal West's records to create a PAGA exposure analysis. This discovery allowed the Parties to evaluate the strength of Plaintiff's claims and Royal West's defenses thereto.

12. On May 31, 2022, the Parties attended a full-day mediation with experienced

wage and hour mediator Steven G. Mehta, Esq., in an effort to resolve Plaintiff's PAGA claim. During mediation, the Parties vigorously argued the legal basis for Plaintiff's claims and Royal West's defenses, the impact of *Viking River* on this Action, the manageability of the case as a representative action, the potential amount of PAGA civil penalties, and the Parties' data analyses and conclusions based thereon. With Mr. Mehta's assistance, the Parties agreed to fully and finally resolve Plaintiff's PAGA claim at mediation. Over the following months, the Parties subsequently negotiated and finalized the Settlement now before the Court.

13. A true and correct copy of the fully-executed Settlement Agreement is attached hereto as **Exhibit 1**. The proposed Explanatory Letter to be mailed to Aggrieved Employees with their Settlement payments is attached as **Exhibit A** to the Settlement Agreement. The Settlement provides for a Gross Settlement Amount of \$410,000.00. After deducting amounts for requested attorneys' fees (\$136,666.67), attorneys' costs (\$10,390.07), Plaintiff's Enhancement Payment (\$5,000.00), and administration costs (\$5,750.00), the Settlement provides for distribution of a Net Settlement Amount ("NSA") of approximately \$252,193.26 to be paid to Aggrieved Employees and the California Labor & Workforce Development Agency ("LWDA"). The NSA shall be distributed 75% (approximately \$189,144.95) to the LWDA, and 25% (approximately \$63,048.31) to Aggrieved Employees, pursuant to the requirements of the PAGA as codified in Lab. Code § 2699(i).

14. Plaintiff acknowledges that there are substantial risks and uncertainty in proceeding to trial. First and foremost was the risk that the United States Supreme Court's opinion in *Viking River* would result in an outright dismissal of Plaintiff's representative PAGA claim. At the time this settlement was reached, the U.S. Supreme Court had granted certiorari in *Viking River* but had not yet issued its opinion. However, shortly after the Parties entered into this Settlement, the Supreme Court issued its opinion and overturned the California Supreme Court's holding in *Iskanian v. CLS Transportation Los Angeles, LLC* which held that a representative PAGA claim could not be compelled to arbitration. Accordingly, absent this settlement, it is likely that **no** representative PAGA recovery (i.e., a recovery of PAGA civil penalties for violations suffered by other Aggrieved Employees) would be possible at all.

1 15. In addition to its defense under *Viking River*, Royal West also presented multiple
2 defenses with respect to the merits of Plaintiff’s claims. For example, with respect to Plaintiff’s
3 claim that Royal West required Plaintiff and other Aggrieved Employees to record only their
4 scheduled start and end times rather than their actual hours worked, Royal West argues that
5 employees recorded their own time on handwritten timesheets, and therefore, any fault in
6 reporting hours worked was their own and not as a result of Royal West’s policy and/or practice.
7 Royal West further argues that this claim is not manageable as individualized inquiries would be
8 necessary to determine whether employees were in fact underpaid or overpaid for each workday
9 in question, resulting in an unmanageable series of mini trials.

10 16. With respect to Plaintiff’s meal and rest period claims, Plaintiff alleges that Royal
11 West maintained an unlawful policy/practice of combining employee meal and rest periods into
12 one “combined” break of 45 minutes per shift, regardless of employee shift length. Royal West
13 contends that it has always maintained compliant written meal and rest period policies throughout
14 the PAGA Period and has always provided employees the *opportunity* to take legally compliant
15 meal periods, and that they are not required to “ensure” meal periods are taken. Moreover, Royal
16 West argues that Plaintiff and other Aggrieved Employees often worked independently, and thus
17 Royal West contends that they had complete discretion regarding when and how to take their
18 meal and rest breaks. Finally, Royal West argues that Plaintiff’s meal and rest period claim are
19 not suited for representative treatment, as individual inquiries would be needed to assess which
20 employees took non-compliant meal and rest periods or missed meal and rest periods, how many
21 meal and rest periods were non-compliant or missed, and the reasons why a particular employee
22 did not take a compliant meal and rest period on a particular shift.

23 17. With respect to Plaintiff’s reimbursement claim, Royal West maintains that
24 Aggrieved Employees were not required to use their personal cellular phones as part of their job.
25 Royal West further argues that any expenses incurred by employees were minimal, given the
26 wide availability of low-cost cellular phone plans.

27 18. As a result of Royal West’s failure to pay all meal and rest period premiums, and
28 all wages owed, Plaintiff alleges derivative PAGA claims for failure to issue accurate and

1 itemized wage statements and failure to pay all wages owed at separation of employment. In
2 response, Royal West argues that Plaintiff's underlying claims will fail and, as a result, the
3 derivative claims will also fail. Royal West also maintains that any "derivative" PAGA claims
4 for violations of Labor Code Sections 226 or 203 would be entirely duplicative and would be
5 unlikely to be awarded in any significant manner by a Court.

6 19. Royal West further maintains that even if the Court awarded PAGA penalties for
7 any of the alleged violations, it would substantially reduce the penalties based on the
8 discretionary factors in Labor Code § 2699(e)(2) (authorizing reduction in penalties "if, based on
9 the facts and circumstances of the particular case, to do otherwise would result in an award that
10 is unjust, arbitrary and oppressive, or confiscatory."). Indeed, Royal West argues that many
11 courts have reduced PAGA penalties drastically where, as here, the employer presented good-
12 faith defenses and attempted to comply with the law.

13 20. While Plaintiff was prepared to litigate his claims through trial, Plaintiff faced
14 substantial challenges in prevailing in this matter and obtaining a better result than will be
15 provided through the Settlement. Thus, this factor supports approval.

16 21. Plaintiff asserts that he would be able to seek PAGA penalties for each Aggrieved
17 Employee for each pay period in the PAGA limitations period. Based on data provided by Royal
18 West, there were approximately 11,324 pay periods worked by the Aggrieved Employees during
19 the PAGA Period. Therefore, Plaintiff calculates Royal West's **maximum** PAGA exposure at
20 \$1,132,400 (11,324 pay periods * \$100 per violation), assuming that Plaintiff could prove a
21 violation in each and every pay period, and without any reductions on the merits or for the risk
22 of reduced penalties. Based on the records, there are approximately 474 total Aggrieved
23 Employees. Thus, it is anticipated that overall, Aggrieved Employees will receive average
24 Settlement payments of approximately \$133.01.

25 22. Plaintiff also requests that the Court approve \$5,750.00 in administration costs to
26 Phoenix Settlement Administrators ("Phoenix") as the Settlement Administrator. My firm
27 requested multiple bids from potential administrators and Phoenix provided the lowest bid. As
28 detailed in the declaration of Jodey Lawrence, submitted concurrently with this Motion, Phoenix

1 will perform duties in connection with this Settlement that are integral in effectuating the
2 Settlement and the Notice process. Among other things, Phoenix will calculate each Individual
3 PAGA Payment, update addresses contained in Royal West's data, format and translate the
4 Explanatory Letter, and otherwise prepare it for mailing, mail the Explanatory Letter to the
5 Aggrieved Employees, keep the Parties informed of the status of the mailing, and otherwise
6 administer the Settlement.

7 23. I confirm that neither I nor any member of my law firm has any affiliation with
8 the proposed settlement administrator, Phoenix Settlement Administrators.

9 24. My office is requesting attorneys' fees of one-third of the Gross Settlement
10 Amount (i.e., \$136,666.67). Based on my experience in similar wage and hour class and
11 representative actions in California state courts, fee awards in matters such as this one generally
12 equal about one-third of the gross recovery. In addition, and as explained below and in the
13 accompanying Motion, the requested fee is fair compensation for undertaking complex, risky,
14 expensive, and time-consuming litigation on a purely contingent basis. This case also involved
15 nuanced legal issues, including the legality of Royal West's timekeeping practices and
16 obligations to "provide" meal and rest periods, as well as the availability and amount of PAGA
17 civil penalties for the alleged Labor Code violations. Royal West was also represented by
18 experienced wage-and-hour litigation counsel.

19 25. My office has expended significant time and effort in this case, including but not
20 limited to: conducting extensive research regarding Plaintiff's claims, the ability to recover
21 PAGA civil penalties, and Royal West's potential defenses; performing extensive analysis and
22 extrapolation of data and information produced by Royal West, and using this analysis and
23 extrapolation to evaluate Plaintiff's claims, and drafting a comprehensive mediation brief;
24 attending a full-day private mediation; and expending significant effort in preparing settlement
25 documents, this Motion and supporting documents. My office will also oversee the settlement
26 administration process. Given the considerable potential for adverse outcomes in this case, the
27 contingent risk borne by Plaintiff's counsel was great.

28 26. Since undertaking representation of Plaintiff, my firm has dedicated substantial

resources to this litigation without receiving any compensation to date. My office is requesting reimbursement of up to \$10,390.07 in total litigation costs, which includes an anticipated cost of \$74.95 for the filing and service of this instant Motion. A summary of the costs incurred by my office to date in connection with this case is attached hereto as **Exhibit 3**. These costs include filing fees, copying costs, mediation fees, service fees, and other expenses that were all reasonably incurred in the prosecution of this litigation on behalf of Plaintiff and the Aggrieved Employees.

27. In this case, my office has a total lodestar of approximately \$102,992.50 without the use of any multiplier, resulting in a modest multiplier of approximately 1.32 compared to the \$136,666.67 fee request. Below is a general summary showing the number of hours of work performed by each attorney and paralegal in my firm on this case. A true and correct copy of my law firm's detailed billing records are attached hereto as **Exhibit 4**.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (17th Year Attorney)	\$675	18.0	\$12,150.00
Sean M. Blakely (14th Year Attorney)	\$650	67.8	\$44,070.00
Alexandra R. McIntosh (4th Year Attorney)	\$400	106.3	\$42,520.00
Firm Paralegals	\$175	24.3	\$4,252.50
Total Lodestar			\$102,992.50

28. My firm works exclusively on a contingency fee basis. Mr. Haines' proposed hourly rate of \$675, my proposed hourly rate of \$650, and Ms. McIntosh's proposed hourly rate of \$400 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 5**.

29. My firm has entered into a fee sharing agreement in this case with Khakshour | Freeman, ALC and Michael Burgis & Associates, P.C. Under the terms of the agreement, Haines Law Group, APC will receive 72.5% of any attorneys' fee award; Khakshour | Freeman, ALC will receive 22.5% of any attorneys' fee award; and Michael Burgis & Associates, P.C. will

1 receive 5% of any attorneys' fee award. This fee sharing agreement was expressly agreed to in
2 writing by Plaintiff pursuant to California Rule of Professional Conduct 1.5.1 (formerly
3 California Rule of Professional Conduct 2-200(A)).

4 30. I believe the requested Enhancement Payment of \$5,000.00 in recognition of
5 Plaintiff's contributions to this case and his efforts in bringing this case to successful resolution
6 is reasonable. Plaintiff provided substantial factual information and documents to my office,
7 assisted in identifying potential witnesses, and otherwise assisted in the prosecution of this case,
8 and also undertook significant risk in the event this case were lost as well as the reputational risk
9 inherent in suing a former employer on a representative basis. Accordingly, I believe Plaintiff's
10 requested Enhancement Payment is reasonable.

11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct. Executed on December 12, 2022, at El Segundo, California.

13 
14 Sean M. Blakely

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement” or “Settlement”) is made and entered into between Plaintiff Juan Vidal (“Plaintiff”), acting in a private attorney general capacity on behalf of the California Labor and Workforce Development Agency, and Defendant Royal West Drywall, Inc. (“Defendant” or “Royal West”) (collectively, the “Parties”).

I. DEFINITIONS

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

1. “Action” means the matter titled *Juan Vidal v. Royal West Drywall, Inc.*, Riverside Superior Court, Case No. CVRI2105729, and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated December 22, 2021.

2. “Aggrieved Employees” consist of all current and former non-exempt employees who worked for Royal West in California at any time during the PAGA Period. The number of Aggrieved Employees, including Plaintiff, is estimated to be approximately 474 individuals.

3. “Settlement Administrator” means Phoenix Settlement Administrators.

4. “Complaint” means the operative complaint in the Action, which is the First Amended Class and Representative Action Complaint.

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

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

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

8. “Gross Settlement Amount” is the non-reversionary sum of Four Hundred Ten Thousand Dollars and Zero Cents (\$410,000.00), which represents the total amount payable under this Settlement Agreement by Royal West (subject to the Escalator Clause described below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, payment of Plaintiff’s enhancement payment, and payment to the Settlement Administrator for administration costs.

9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiff’s attorneys’ fees up to one third of the Gross Settlement Amount; (b) Plaintiff’s litigation costs up to \$20,000.00; (c) Plaintiff’s enhancement payment up to \$5,000.00; and (d) settlement administration costs up to \$5,750.00.

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. “PAGA Period” means the time period from December 22, 2020 through the date of the Court Order granting approval of the PAGA Settlement.

12. “PAGA Released Claims” mean all claims for civil penalties that could have been sought by the LWDA for the violations identified in Plaintiff’s pre-filing letter to the LWDA. The violations identified in the pre-filing letter to the LWDA included alleged violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804. The PAGA Released Claims do not include any Aggrieved Employee’s claim for wages or damages. The Parties understand and agree that provision is not intended in any way to expand or limit the *res judicata* impact of the Settlement in claims brought by other Aggrieved Employee under PAGA, wherein the State of California is the real party in interest.

13. “Plaintiff’s Counsel” means Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC.

14. “Released Parties” means Royal West and its former, present and future officers, directors, employees, and agents.

II. RECITALS

1. Plaintiff performed work for Royal West as a non-exempt employee in California during the PAGA Period and is therefore an Aggrieved Employee.

2. On December 21, 2021, Plaintiff filed a class action complaint titled *Juan Vidal v. Royal West Drywall, Inc.*, Riverside Superior Court, Case No. CVRI2105729, asserting multiple claims against Royal West for violations of the Labor Code on a class-wide basis.

3. On December 22, 2021, Plaintiff provided written notice to the LWDA and Royal West asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of various Labor Code sections and his intent to file a civil lawsuit under the PAGA. On February 25, 2022, after exhausting his administrative requirements for bringing a claim under the PAGA, Plaintiff filed a First Amended Class and Representative Action Complaint, which added a claim for PAGA civil penalties.

4. After the Action was filed, Royal West met and conferred with Plaintiff’s Counsel about the arbitration agreement and class action waiver previously signed by Plaintiff, and Plaintiff ultimately agreed to dismiss Plaintiff’s class claims without prejudice. In response to Plaintiff’s Counsel’s informal discovery requests, Royal West provided Plaintiff’s Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees in order for Plaintiff’s Counsel to investigate Plaintiff’s allegations and value the claims prior to mediation.

5. On May 31, 2022, the Parties participated in mediation before mediator Steve Mehta, Esq. With the assistance of Mr. Mehta, the Parties agreed to fully and finally resolve Plaintiff’s PAGA claims.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit, or an admission by Royal West that Plaintiff's claims do have merit, or of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees or any other person. In particular, but without limiting the generality of the foregoing, nothing about this Settlement shall be offered or construed as an admission that Royal West violated any obligations under the California Labor Code, applicable Industrial Welfare Commission Wage Orders, or Business and Professions Code, or of liability in general, or any wrongdoing, impropriety, responsibility, or fault whatsoever. Royal West specifically disclaims and denies any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Royal West shall pay Four Hundred Ten Thousand Dollars and Zero Cents (\$410,000.00) as the non-reversionary Gross Settlement Amount. Royal West will not pay more than the Gross Settlement Amount (subject to the Escalator Clause below). Royal West shall deposit the Gross Settlement Amount into a Qualified Settlement Account and, assuming the Settlement Administrator has timely established such account, agrees to fund the settlement within thirty (30) days of the Court's Order approving the PAGA settlement.

The Gross Settlement Amount shall be used to pay: (1) Amounts distributable to the LWDA and Aggrieved Employees; (2) Plaintiff's attorneys fees and litigation costs; (3) Plaintiff's enhancement payment; and (4) Settlement administration costs.

3. **Escalator Clause.** Royal West represents that as of May 31, 2022, there are approximately 12,000 pay periods worked by Aggrieved Employees in California during the PAGA Period ("Affected Pay Periods"). If the actual number of Affected Pay Periods is more than 10% greater than this number (i.e., if there are more than 13,200 Affected Pay Periods), Royal West shall have the option to (i) increase the GSA in proportion to the increase in Affected Pay Periods over and above 10% (e.g., if the number of Affected Pay Periods is 12% greater than 12,000, Royal West will increase the GSA by 2%); or (ii) agree to close the PAGA Period as of the date on which the total number of pay periods reaches 13,200 instead of having the PAGA Period end on the date that the Court enters an order granting approval of this Settlement.

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

a. **Plaintiff's Attorneys' Fees and Costs.** Royal West will not oppose Plaintiff's request for attorneys' fees in the amount up to one third of the Gross Settlement Amount (currently estimated to be \$136,666.67) and costs up to \$20,000.00 incurred in prosecuting this Action. In the event the Court approves less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). Royal West, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. **Plaintiff's Enhancement Payment.** Royal West will not oppose Plaintiff's request for an enhancement payment of up to \$5,000.00 for serving as the representative plaintiff

in this Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for Plaintiff's enhancement payment). Royal West, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to Plaintiff.

c. Administration Costs. Royal West will not oppose the Settlement Administrator's costs in the amount up to \$5,750.00 for administering the settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Royal West, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator. If the Settlement Administrator's costs exceed \$5,750, then such excess will be paid solely from the Gross Settlement Amount and Royal West will not be responsible for paying any additional funds in order to pay these additional costs.

5. Allocation of Net Settlement Amount. One hundred percent (100%) of the Net Settlement Amount shall be designated as "civil penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to all Aggrieved Employees pro rata, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

a. The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate in good faith in an effort to obtain approval of the Settlement.

6. PAGA Released Claims. Plaintiff agrees that upon entry of an Order approving the Settlement and judgment entered thereon, and upon the Settlement being fully funded, Plaintiff and the State of California will release the PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the settlement and judgment entered thereon and the Settlement being fully funded, Plaintiff and the State of California will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties. The Parties understand and agree that provision is not intended in any way to expand or limit the *res judicata* impact of the Settlement in claims brought by other Aggrieved Employee under PAGA, wherein the State of California is the real party in interest.

7. Covenants and Representations by Plaintiff and Plaintiff's Counsel.

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

b. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

8. Confidentiality. Except as provided below to the extent necessary to effectuate the settlement or as required by court or legal process, Plaintiff and Plaintiff's Counsel will keep

the terms of this Settlement Agreement confidential. Neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or through any social media or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court. However, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's counsel may reference the Action by referencing only "Anonymous" and case number in a declaration establishing adequacy as class or representative counsel.

To permit judicial review and approval of the Settlement, as required by Labor Code section 2698, *et seq.*, Plaintiff's Counsel will file the Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the parties' seeking Court approval of the Settlement, per Labor Code § 2699(1)(2).

9. **Motion for Approval of PAGA Settlement and Request for Dismissal of Class Claims by Plaintiff's Counsel.** As a condition of settlement, Plaintiff shall file a request for dismissal of all pending class claims without prejudice. Plaintiff's Counsel shall be responsible for promptly preparing and filing the Motion for Approval of the PAGA Settlement and the Request for Dismissal without prejudice of all pending class claims.

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

11. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed judgment which enters judgment in the Action in accordance with the terms of the Settlement, retains jurisdiction over the Action under Cal. Code Civ. Proc. § 664.6 for the purpose of enforcing the terms of the Settlement following approval of the Settlement, and enjoins the prosecution of any of the PAGA Released Claims against any of the Released Parties upon the judgment being entered and the Settlement being fully funded. This Settlement Agreement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to engage Phoenix Settlement Administrators to handle the administration of this settlement.

2. **Provision of Information for Aggrieved Employees.** Within thirty (30) business days after entry of an order approving the settlement, Royal West shall provide the Settlement Administrator with information for Aggrieved Employees. Royal West will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as

a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, number of pay periods worked during the PAGA Period, and Social Security numbers to the extent available from Royal West's records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement. Within seven (7) calendar days of receiving the Aggrieved Employees' information from Royal West, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within twenty-one (21) calendar days after the Settlement has been fully funded and after receiving approval from Plaintiff's Counsel and Defendant's counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken. None of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for the purpose of any applicable benefit or retirement plan, unless expressly required by such plans.

Royal West shall be deemed to fully discharge its obligations under this Settlement to Aggrieved Employees to whom a check is mailed, regardless of whether such checks are actually received and/or negotiated by the recipient.

Neither Plaintiff nor Royal West, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

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

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine

the correct address using a skip-trace or other reputable search method using the name, address or Social Security number of the Aggrieved Employee involved, and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed more than 180 days after issuance (collectively, "Uncashed Checks"), shall be sent to the State Controller's Office Unclaimed Property Division in the name of the aggrieved employee.

5. **Distribution of Payments.** Within twenty-one (21) calendar days of the Settlement being fully funded, the Settlement Administrator shall issue payments to (1) Aggrieved Employees; (2) the LWDA; (3) Plaintiff's Counsel for Plaintiff's Counsel's Court-approved attorneys' fees and litigation costs and expenses; (4) Plaintiff for the Court-approved enhancement payment, if any, and (5) the Settlement Administrator for Court-approved Settlement administration costs incurred in connection with the Settlement. Payments made by Royal West pursuant to this Settlement shall be held by the Settlement Administrator in an interest-bearing account until they are disbursed, with any accrued interest inuring to the benefit of the Aggrieved Employees in the form of pro rata increases to Aggrieved Employees' Individual PAGA Payments.

6. **Accounting.** Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the settlement.

7. **Tax Consequences.** Neither Plaintiff nor Royal West, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement. Aggrieved Employees are responsible for correctly characterizing compensation under this Settlement Agreement for tax purposes and paying any taxes owing on said amounts. The Administrator shall issue employees IRS 1099 Forms reflecting payment issued to them under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

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

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

4. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Riverside, California, and all questions of validity, interpretation or

performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Riverside.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them with respect to the subject matter of this Settlement Agreement, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Action.

6. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions before the Settlement was executed.

7. **Judgment and Continued Jurisdiction.** As noted above, after approval of this settlement, the Court will have continuing jurisdiction under Cal. Code Civ. Proc. § 664.6 for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

8. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest, or by counsel for all Parties.

9. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the mediator (Steve Mehta) or the Court to resolve such disagreement.

10. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had

an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

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

13. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

15. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

16. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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

18. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

19. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

20. **Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: Dec 1, 2022
_____, 2022



Juan Vidal, Plaintiff

ROYAL WEST DRYWALL, INC.

Dated: _____, 2022

By:
Its:

APPROVED AS TO FORM:

Dated: December 1, 2022

HAINES LAW GROUP, APC

By: 

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff Juan Vidal

Dated: _____, 2022

KRING & CHUNG, LLP

By: _____
Kyle D. Kring
Attorneys for Defendant Royal West Drywall,
Inc.

20. **Deadlines Falling on Weekends or Holidays.** To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Dated: _____, 2022

Juan Vidal, Plaintiff

ROYAL WEST DRYWALL, INC.

Dated: 12-5, 2022

By:
Its:

APPROVED AS TO FORM:

Dated: _____, 2022

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff Juan Vidal

Dated: December 5, 2022

KRING & CHUNG, LLP

By: Kyle Kr

Kyle D. Kring
Attorneys for Defendant Royal West Drywall,
Inc.

EXHIBIT A

Re: Payment from Settled Matter: Juan Vidal v. Royal West Drywall, Inc.
Superior Court of California Riverside County; Case No. CVRI2105729

Date: []/[]/2022

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of a lawsuit titled *Juan Vidal v. Royal West Drywall, Inc.*, Riverside Superior Court, Case No. CVRI2105729, pending in the Superior Court of the State of California for the County of Riverside (the “Action”).

The Action was filed against Royal West Drywall, Inc. (“Royal West”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Juan Vidal (“Mr. Vidal”), a former employee of Royal West, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought because Royal West’s records show that you worked one or more pay periods between December 22, 2020 through <THE DATE OF THE ORDER APPROVING THE PAGA SETTLEMENT> (the “PAGA Period”).

In the lawsuit, Mr. Vidal claimed that Royal West violated the California Labor Code by failing to: pay minimum wages, pay overtime wages, provide compliant meal and/or rest breaks, reimburse employees for necessary business expenditures, provide employees with itemized wage statements, and pay employees all wages upon separation of employment. Royal West disputes all of Mr. Vidal’s allegations and denies that it engaged in any of the alleged misconduct. **The Court has not made any determination that Mr. Vidal’s claims have merit or that Royal West has done anything wrong.** Rather, the parties have reached a settlement of Mr. Vidal’s representative PAGA claims, and on [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. By law, a portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Royal West who were allegedly affected by the alleged violations of the Labor Code. The Court also approved the release contained in the settlement. The release includes all claims for civil penalties that could have been sought by the State for the alleged violations identified in Mr. Vidal’s pre-filing letter to the State during the PAGA Period.

In agreeing to enter into this settlement, Royal West does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code, or any penalties, and has denied and disputed all of Mr. Vidal’s contentions. The Court has not decided the merits of Mr. Vidal’s claims or Royal West’s defenses.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for **180 days** from the date of issuance. Please note that no deductions/withholdings have been made from your settlement payment, and you will be solely responsible for any tax consequences arising from your receipt of the same (for which an IRS Form 1099 will issue). You should consult a tax advisor with any questions. Neither Counsel for Mr. Vidal, Counsel for Royal West, nor the Settlement Administrator may legally provide you with advice regarding the tax implications of the receipt of this settlement payment. If you do not cash your check within 180 days of issuance, the funds will be sent to the State Controller’s Office Unclaimed Property Division in your name. If you are still employed by Royal West, your decision to cash the check will not affect your employment in any way.

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

IMPORTANT: PLEASE DO NOT WRITE OR TELEPHONE THE COURT REGARDING THIS SETTLEMENT.

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

December 22, 2021

VIA LWDA WEBSITE

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

Re: *Juan Vidal v. Royal West Drywall, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Juan Vidal (“Mr. Vidal”) in claims arising from his employment with Royal West Drywall, Inc.; and Does 1 through 100 (collectively “Royal West”). Mr. Vidal is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Royal West’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Royal West’s non-exempt employees who worked for Royal West in California during the one year and 178 days immediately preceding the date of this letter through the present.

Royal West provides services for the installation of drywall and paint for a wide variety of residential projects throughout Southern California. Mr. Vidal worked for Royal West as a non-exempt “Painter” from approximately December 2019 until September 3, 2021.

Throughout Mr. Vidal’s employment with Royal West, Royal West’s timekeeping policies and/or practices resulted in Mr. Vidal and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically, Royal West had a policy and/or practice of requiring Mr. Vidal and other aggrieved employees to record only the scheduled start and end times of their shifts, as opposed to the times they actually worked, despite the fact that Mr. Vidal and other aggrieved employees regularly began working 10-15 minutes before their scheduled shifts. When Mr. Vidal tried to record his actual hours worked, his supervisor, Luis Pacheco, made him change his timesheet to reflect only his scheduled hours. As a result of Royal West’s failure to pay Mr. Vidal and other aggrieved employees for their actual hours worked, Royal West failed to pay Mr. Vidal and other aggrieved employees for all minimum and overtime wages earned.

Royal West failed to provide Mr. Vidal and other aggrieved employees with all legally compliant meal periods due to Royal West's meal period policies/practices, which have frequently resulted in short (less than 30 minutes) and missed meal periods. Royal West maintained an unlawful meal period policy/practice of combining employee meal and rest periods into one "combined" break of 45 minutes per shift, regardless of employee shift length. As Mr. Vidal and other aggrieved employees regularly worked over 6 hours in a workday, Royal West was legally required to provide Mr. Vidal and other aggrieved employees with a meal period of at least 30-minutes and at least two ten-minute rest periods, for a total break time of 50-minutes. Accordingly, Royal West either failed to provide Mr. Vidal and other aggrieved employees with all legally required meal periods of at least 30-minutes or Royal West failed to permit and authorize Mr. Vidal and other aggrieved employees with all legally required rest periods. Moreover, as a result of work demands and Royal West's policy and practice of failing to provide adequate staffing, Mr. Vidal was often unable to take a single meal period during the entirety of his shift. Despite Royal West's failure to provide Mr. Vidal and other aggrieved employees with all lawful meal periods to which they were entitled, Royal West failed to provide Mr. Vidal and other aggrieved employees with an additional hour of premium pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7. Upon information and belief, Royal West maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally-compliant meal period was not provided to its non-exempt employees.

Mr. Vidal and other aggrieved employees were also not authorized and permitted to take a rest period for every 4 hours worked (or major fraction thereof) due to Royal West's unlawful rest period policies/practices. As discussed above, Mr. Vidal and other aggrieved employees were not authorized and permitted to take separate rest periods throughout the workday and were only authorized and permitted one 45-minute break during the entirety of their shifts, in violation of California law. *See Rodriguez v. E.M.E., Inc.* (2016) 246 Cal.App.4th 1027 (holding that in the context of an 8-hour shift with a single meal period, the preferred schedule requires the provision of a rest period in the middle of each "work period" before and after the meal break, and that "a departure from the preferred schedule is permissible only when the departure (1) will not unduly affect employee welfare and (2) is tailored to alleviate a material burden that would be imposed on the employer by implementing the preferred schedule."). Despite Royal West's failure to authorize and permit Mr. Vidal and other aggrieved employees to take all legally-compliant rest periods, Royal West failed to provide Mr. Vidal and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7. Upon information and belief, Royal West maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in the event that a legally-compliant rest period was not provided to their non-exempt employees.

Royal West also failed to reimburse Mr. Vidal and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, mileage and personal cellular phone expenses. Specifically, Royal West required its non-exempt

employees to report directly to different worksites each day, but did not reimburse employees for their mileage incurred. Although, Mr. Vidal's home was only 40 minutes from Royal West's office in Norco, Royal West often required Mr. Vidal to report to various worksites that were over an hour-and-a-half away without reimbursing Mr. Vidal for his mileage. Further, Mr. Vidal and other aggrieved employees were often required to use their personal vehicles to travel to two separate job sites per shift, but were not reimbursed for their mileage incurred in traveling between the different worksites. Additionally, although Royal West required Mr. Vidal and other aggrieved employees to use their personal cellular phones for work-related purposes, including, but not limited to, communicating with supervisors, Royal West failed to reimburse Mr. Vidal and other aggrieved employees for use of their cellular phones. As a result of Royal West's failure to reimburse Mr. Vidal and other aggrieved employees for all necessary business expenses incurred, Mr. Vidal and other aggrieved employees are entitled to reimbursement pursuant to Labor Code § 2802.

As a result of Royal West's failure to pay all minimum and overtime wages, as well as meal and rest period premium wages, Royal West maintained inaccurate payroll records, and issued inaccurate wage statements to Mr. Vidal. As a further result of Royal West's failure to pay all minimum and overtime wages, failure to pay all meal and rest period premium wages, and failure to indemnify for all business expenses, Royal West failed to pay all wages owed to Mr. Vidal and other aggrieved employees at the time of their separation from employment.

As described above, Royal West committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 16 ("Wage Order 16"):

Minimum Wage Violations

Royal West was required to pay Mr. Vidal and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 16, § 4. As alleged above, Royal West failed to conform its pay practices to the requirements of the law by failing to pay Mr. Vidal and other aggrieved employees for all hours worked, including, but not limited to, all hours they were subject to the control of Royal West and/or suffered or permitted to work under the California Labor Code and Wage Order 16. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Vidal and other aggrieved employees were deprived of all required minimum wages.

Failure to Pay All Overtime Wages

Royal West was required to pay Mr. Vidal and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 16, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked

on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Royal West caused Mr. Vidal and other aggrieved employees to work overtime hours, but failed to credit these employees with all overtime hours actually worked. As a result of these policies/practices, Mr. Vidal and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Royal West failed to provide Mr. Vidal and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 16, § 10. As a result, Mr. Vidal and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, Royal West also failed to authorize and permit Mr. Vidal and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 16, § 11. As a result, Mr. Vidal and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Failure to Reimburse Employees for All Necessary Business Expenditures

Royal West failed to reimburse Mr. Vidal and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones and personal vehicles for business purposes. Royal West’s policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 16, § 8, and Labor Code §§ 2802 and 2804 (“An employer shall indemnify his or her employees 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 obedience to the directions of the employer.”) Mr. Vidal and

other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Royal West failed to timely pay Mr. Vidal and other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Royal West's failure to pay all final wages due to Mr. Vidal and other aggrieved employees was willful and, consequently, entitles Mr. Vidal and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Royal West failed to pay their final wages after their separation, up to a maximum of thirty days.

Wage Statement Violations

Royal West was required to furnish Mr. Vidal and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, and total net wages earned. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 16, § 6. As a result of Royal West's failure to pay all overtime and minimum wages, and failure to pay all required meal and rest period premium wages, Royal West maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Vidal and other aggrieved employees in violation of Labor Code § 226. Royal West's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Vidal and other aggrieved employees have suffered injury as a result.

As an "aggrieved employee," Mr. Vidal will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Vidal's own investigation, and on information and belief, Royal West committed and continues to commit the following Labor Code violations:

- a. Royal West violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Vidal and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Royal West violated Labor Code §§ 204, 510, 1194, and 1198 by failing to pay Mr. Vidal and other aggrieved employees all overtime compensation earned;
- c. Royal West violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Vidal and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

- d. Royal West violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Vidal and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Vidal and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Royal West violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Vidal and other aggrieved employees for all necessary business expenditures incurred;
- f. Royal West violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to Mr. Vidal and other aggrieved employees;
- g. Royal West violated Labor Code § 226 by failing to furnish Mr. Vidal and other aggrieved employees with accurate and compliant itemized wage statements;
- h. Royal West violated Labor Code § 204 by failing to pay Mr. Vidal and other aggrieved employees all wages earned at least twice during each calendar month; and
- i. Royal West violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Vidal and other aggrieved employees.

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

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Royal West Drywall, Inc. (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 12/24/2021

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8362 3065 90

Our records indicate that this item was accepted by the USPS at:

DELIVERED LEFT WITH INDIVIDUAL SOLANA BEACH,CA 92075 12/24/2021

ORIGINAL INTENDED RECIPIENT:

ROYAL WEST DRYWALL INC

C/O: TRESP DAY & ASSOCIATES INCORPORATED

STE C

341 S CEDROS AVE

SOLANA BEACH CA 92075-1985



Mailer: Haines Law Group

Date Produced: 12/27/2021

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8362 3065 90. Our records indicate that this item was delivered on 12/24/2021 at 01:09 p.m. in SOLANA BEACH, CA 92075. The scanned image of the recipient information is provided below.

Signature of Recipient :

Paul
9214 8901 9403 8362 3065 90

Address of Recipient :

341 S. Cedros
3

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

ROYAL WEST DRYWALL INC
C/O: TRESP DAY & ASSOCIATES INCORPORATED
STE C
341 S CEDROS AVE
SOLANA BEACH CA 92075-1985

Customer Reference Number: C3132244.18200358

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Aaron Clark](#)
Subject: Thank you for submission of your PAGA Case.
Date: Wednesday, December 22, 2021 3:26:39 PM

12/22/2021

LWDA Case No. LWDA-CM-858876-21
Law Firm : Haines Law Group, APC
Plaintiff Name : Juan Vidal
Employer: Royal West Drywall, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 3

December 12, 2022

Juan Vidal

Additional Charges :

		<u>Qty/Price</u>	<u>Amount</u>
10/31/2021	PKH Postage for October, 2021.	1 12.26	12.26
	PKH Copying cost for October, 2021.	17 0.25	4.25
12/22/2021	KI LWDA Filing Fee Case Number: LWDA-CM-858876-21 Order Number: ORD-000146816	1 75.00	75.00
12/31/2021	PKH Copying cost for December, 2021.	6 0.25	1.50
12/21/2021	KI First Legal Filing Fee for: Complaint, Complex Fees, and First Legal's Additional Charges	1 1,519.70	1,519.70
2/18/2022	PKH Mehta Mediation fee - Invoice #18471 5/31/22 mediation	1 8,500.00	8,500.00
2/28/2022	ALL Copying cost for February, 2022.	1 0.25	0.25
3/11/2022	KI One Legal Filing Fee for: Amended Complaint	1 16.27	16.27
5/12/2022	KI One Legal Filing Fee for: Affidavit of Prejudice 170.66 CCP	1 19.87	19.87
6/1/2022	PKH Westlaw charges	1 77.04	77.04
6/14/2022	KI One Legal Filing Fee for: Stip and Order, POS	1 42.52	42.52

12/12/2022

		<u>Qty/Price</u>	<u>Amount</u>
5/17/2022	KI Document Purchase Fee from: Riverside County	1 6.00	6.00
9/15/2022	KI One Legal's Filing Fee for: Proof of Service of Stip and Order	1 40.46	40.46
Total additional charges			<u>\$10,315.12</u>
Balance due			<u><u>\$10,315.12</u></u>

EXHIBIT 4

Haines Law Group, APC
Billing Summary
Juan Vidal v. Royal West Drywall, Inc.

Activity	Attorney/Hrs/Rate	AMOUNT
Initial case research; client intake interviews; review of personnel file payroll records, and other client documents; and new client onboarding.	PKH 3.80 hrs @\$675/hr SMB 4.20 hrs @\$650/hr AM 7.90 hrs @\$400/hr AC 1.90 hrs @\$175/hr	\$8,787.50
Legal research regarding claims and drafting class action complaint and LWDA letter; prepare FAC to add PAGA claim.	PKH 1.10 hrs @\$675/hr SMB 5.90 hrs @\$650/hr AM 12.50 hrs @\$400/hr AC 4.40 hrs @\$175/hr	\$10,347.50
Meeting and conferring with defense counsel regarding case and mediation; reviewing and organizing mediation data production; conducting detailed review and analysis of timekeeping and payroll records; preparing exposure analysis; legal research regarding arbitration agreement and <i>Viking River Cruises</i> ; drafting mediation brief and preparing for mediation.	PKH 5.60 hrs @\$675/hr SMB 25.30 hrs @\$650/hr AM 47.30 hrs @\$400/hr NC 14.50 hrs @\$175/hr	\$41,682.50
Attend mediation with Steve Mehta; draft and finalize MOU.	PKH 7.50 hrs @\$675/hr SMB 8.80 hrs @\$650/hr AM 8.80 hrs @\$400/hr	\$14,302.50
Negotiating and drafting long-form settlement agreements and explanatory letter; meet and confer conferences w/ defense counsel re the same.	SMB 8.60 hrs @\$650/hr AM 11.70 hrs @400/hr	\$10,270.00
Drafting misc. stipulations, statements, and notices.	SMB 2.20 hrs @\$650/hr AM 1.50 hrs @\$400/hr AC 0.80 hrs @\$175/hr	\$2,170.00

Drafting PAGA approval motion and supporting documents; drafting request for dismissal of class claims without prejudice.	SMB 7.80 hrs @\$650/hr AM 13.60 hrs @\$400/hr AC 2.70 hrs @\$175/hr	\$10,982.50
Telephone calls w/ client regarding case status, updates, and questions.	SMB 2.80 hrs @\$650/hr AM 1.70 hrs @\$400/hr	\$2,500.00
Misc. telephone conversations with defense counsel regarding case.	SMB 2.20 hrs @\$650/hr AM 1.30 hrs @\$400/hr	\$1,950.00
TOTAL:		\$102,992.50

EXHIBIT 5

LAFFEY MATRIX

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

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

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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