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8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 JUSTIN BRAUN, on behalf of himself and all
12 others similarly situated,

13 Plaintiff,
14

15 vs.

16 AV DECKING, INC. doing business in
17 California as AV METAL DECKING; and
18 DOES 1 through 100, inclusive,

19 Defendants.
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Case No. 25STCV01069

CLASS ACTION

*Assigned for all Purposes to the Hon. Laura
A. Seigle, Dept. 17*

**DECLARATION OF TUVIA
KOROBKIN IN SUPPORT OF
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 6, 2026
Time: 9:00 a.m.
Dept.: SSC-17

Complaint Filed: January 15, 2025
FAC Filed: March 26, 2025
Trial date: None Set

1 I, TUVIA KOROBKIN, declare as follows:

2 1. I am an attorney at Marquee Law Group, A Professional Corporation, attorneys of
3 record for Plaintiff Justin Braun (“Plaintiff”) and the proposed Settlement Class in the above-
4 captioned matter. I am a member in good standing of the bar of the State of California and am
5 admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration
6 and could testify competently to them if called upon to do so.

7 2. I am a 2009 graduate of the UCLA School of Law. I was admitted to the California
8 State Bar in December 2009 after passing the bar exam on my first attempt. Since that time, I
9 have practiced almost exclusively in the area of employment litigation. From May 2010 to May
10 2014, I worked as an associate at the employment law firm of Eisenberg & Associates in Los
11 Angeles. From May 2014 to January 2016, I worked as an associate at the employment law firm
12 of Setareh Law Group in Beverly Hills. The vast majority of my work at both Eisenberg &
13 Associates and Setareh Law Group focused on representing employees in wage and hour and
14 wrongful termination actions, including wage and hour class actions. My primary focus at
15 Eisenberg & Associates was individual actions, while my primary focus at Setareh Law Group
16 was class actions. Although non-exhaustive, the types of work I performed at those firms
17 included: conducting client intakes; performing pre-filing research and analysis; drafting
18 complaints; attending court hearings; corresponding with opposing counsel; drafting and
19 responding to written discovery; taking and defending depositions; analyzing payroll and
20 timekeeping records and employee handbooks; drafting and opposing a variety of motions
21 including motions for summary judgment, motions for remand, demurrers and motions to dismiss,
22 motions to compel, motions to quash, and motions for class certification; drafting mediation briefs
23 and attending mediations; drafting long-form settlement agreements; drafting motions for
24 preliminary and final settlement approval; and overseeing the claims and/or opt-out processes. I
25 also drafted appellate briefs for the California Court of Appeal and the Ninth Circuit Court of
26 Appeals, and argued before the California Court of Appeal, all in connection with employment
27 matters.

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1 3. In February 2016 I joined Haines Law Group, APC (HLG) in El Segundo,
2 California, as an associate attorney. In December 2019 I was promoted to Partner, a position I
3 held until I resigned from HLG in July 2022. While at HLG, I performed many of the same duties
4 identified in the preceding paragraph, and I also managed junior and mid-level associates. During
5 my tenure with HLG I handled over 100 wage and hour class actions and Private Attorneys
6 General Act (“PAGA”) actions, resulting in more than \$100 million in total settlements on behalf
7 of California workers.

8 4. In July 2022 I joined Abramson Labor Group (ALG) as Senior Counsel in the
9 firm’s Class Action Department, where I grew the Class Action Department to approximately 80
10 active wage and hour class and PAGA actions throughout California. In addition to managing the
11 caseload and day-to-day operations of the Class Action Department, I supervised associate
12 attorneys and performed many of the same duties described in the two prior paragraphs.

13 5. In March 2024 I joined Marquee Law Group as Senior Counsel and Chair of the
14 Class Action Department. I currently manage and play an active role in approximately 65 active
15 wage and hour class actions and PAGA actions throughout California, and I perform many of the
16 same job duties as I performed in my prior roles, in addition to supervising other attorneys’ work
17 on those cases.

18 6. The following is a non-exhaustive list of wage and hour class action settlements
19 in which I was appointed as class counsel and that have received final approval: *Bellinghausen v.*
20 *Tractor Supply Company*, Case No. 3:13-cv-02377-JSC, U.S. District Court, Northern District of
21 California, Judge Jacqueline Scott Corley presiding (granted final approval of settlement on
22 behalf of retail employees involving claims for failure to provide meal and rest periods, failure to
23 pay overtime, and other claims); *Montgomery v. Del Monte Corp.*, et al, Case No. 13C0204, Kings
24 County Superior Court, Judge James LaPorte presiding (granted final approval of settlement on
25 behalf of manufacturing employees involving claims for failure to provide meal and rest periods,
26 failure to pay overtime, and other claims); *Tesla Motors Wage and Hour Litigation*, JCCP 4792,
27 Santa Clara County Superior Court, Judge Peter H. Kirwan presiding (granted final approval of
28 settlement on behalf of automotive factory workers involving claims for failure to pay overtime,

failure to provide meal and rest periods, and other claims); *Nable v. TransFirst, LLC*, Case No. 8:15-cv-00891-DOC-JCG, U.S. District Court, Central District of California, District Judge David O. Carter presiding (granted final approval of settlement of hybrid nationwide FLSA/California Rule 23 class action involving claims for failure to pay overtime, failure to provide meal periods, off-the-clock work, and other claims); *Kostyuk, et al v. Golden State Overnight Delivery Service, Inc.*, Case No. RG14727191, Alameda County Superior Court, Honorable Winifred Y. Smith presiding (granted final approval of settlement on behalf of courier drivers involving claims for failure to provide meal periods, failure to pay wages, and other claims); *Leverage, et al v. Traeger Pellet Grills, LLC, et al*, Case No. 4: 16-cv-00784-KAW, U.S. District Court for the Northern District of California, Judge Kandis A. Westmore presiding (granted final approval of settlement on behalf of grill demonstrators involving claims for independent contractor misclassification, unpaid minimum wages, unpaid overtime, failure to provide meal periods, failure to authorize and permit rest periods, unlawful deductions from wages, and other claims); *Rendon v. AEP Industries, Inc.*, Case No. CIVDS1621981, San Bernardino County Superior Court, Judge David S. Cohn presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Orozco v. CashCall, Inc.*, Case No. 30-2017-00902026-CU-OE-CXC, Orange County Superior Court, Judge Glenda Sanders presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Barrios v. Providence Hospitality Partners, LLC*, Case No. 56-2016-00484750-CU-OT-VTA, Ventura County Superior Court, Judge Vincent J. O'Neill presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Rojas v. Shultz Steel Company*, Case No. BC635967, Los Angeles County Superior Court, Judge Kenneth R. Freeman presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Gooding v. Vita-Mix Corp., et al*, Case No. 2:16-cv-03898-ODW, U.S. District Court for the Central District of California, Judge Otis D. Wright presiding

(granted final approval of settlement on behalf of blender demonstrators involving claims for independent contractor misclassification, unpaid wages, failure to provide meal and rest periods, and other claims); *Salas v. AlSCO, Inc. dba Steiner Corporation, et al*, Case No. 34-2019-00266950-CU-OE-GDS, Sacramento County Superior Court, Judge Christopher E. Kreuger presiding (granted final approval of settlement on behalf of linen distribution employees involving claims for failure to pay wages, meal and rest period violations, and other claims).

7. I have also moved to certify and have received an order certifying a class action in multiple cases, including *Ontiveros v. Safelite Fulfillment, Inc.*, Case No. CV 15-7118-DMG (RAOx), U.S. District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for claims including rest period violations, wage statement violations, meal period violations, and overtime and double-time violations); *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, U.S. District Court, Northern District of California, Honorable William H. Alsup presiding (certifying three classes of employees for unlawful wage deduction violations, wage statement violations, and waiting time violations); and *Perez, et al v. Sunbelt Rentals*, Case No. 37-2018-00026405-CU-OE-CTL, San Diego County Superior Court, Hon. Eddie C. Sturgeon (certifying wage statement class).

8. In 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025, Thomson Reuters recognized me as a “Rising Star” in Southern California in the area of employment law in the annual Super Lawyers magazine. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. In 2026, I was selected as a “Super Lawyer,” again in the field of employment litigation.

9. I have been intimately involved in every aspect of this case since Mr. Braun first retained my firm in January 2025. Based on my extensive experience litigating similar wage and hour class actions, I believe the proposed Settlement is fair, reasonable and adequate for the Settlement Class. A true and correct copy of the Settlement is attached hereto as **Exhibit 1**. Attached as **Exhibits A and B** to the Settlement are the Notice Packet, comprised of the Class Notice and Notice of Estimated Settlement Payment, respectively.

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1 10. AV Decking offers decking construction services throughout Southern California
2 and parts of Arizona. Plaintiff is a former AV Decking employee who worked for AV Decking
3 as a non-exempt laborer for several months beginning in November 2024.

4 11. On January 15, 2025, Plaintiff filed this Action, alleging claims for failure to pay
5 minimum wages and overtime wages, rest period violations, wage statement violations, unlawful
6 wage deductions, failure to reimburse business expenses, and unfair competition. Plaintiff also
7 submitted a PAGA notice letter to the LWDA and to AV Decking on January 15, 2025, based on
8 the same violations. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff's January
9 15, 2025 PAGA notice letter and the LWDA's email confirming receipt. On March 25, 2025,
10 Plaintiff filed a First Amended Complaint adding a cause of action for PAGA civil penalties.

11 12. As part of the Settlement, on June 11, 2026, Plaintiff filed a Second Amended
12 Complaint (SAC) adding causes of action for failure to provide meal periods and waiting time
13 penalties. Prior to filing the SAC, Plaintiff's PAGA notice letter was also amended to include
14 additional facts and theories supporting those claims. Attached hereto as **Exhibit 3** is a true and
15 correct copy of the supplemental PAGA notice letter and the LWDA's email confirming receipt.

16 13. Plaintiff alleges that AV Decking failed to pay Plaintiff and other employees for
17 all hours worked. Specifically, Plaintiff alleges that AV Decking did not allow employees to
18 clock-in for work until they put on all required gear and tools and arrive "on-deck" to a specific
19 section of the worksite. Typically, Plaintiff alleges it would take approximately 10 to 20 minutes
20 to put on work gear after arriving at the employee parking lot. Then, Plaintiff alleges he and other
21 employees would need to walk from the employee parking lot to the deck. In addition, Plaintiff
22 alleges that employees were sometimes required to transport materials in their vehicles on their
23 way to distant jobsites and were not paid for this time. In response, AV Decking contends it has
24 always paid employees for all hours worked, that its policies prohibit off-the-clock work, and that
25 employees were expected to don any work gear after clocking in. To the extent there is any alleged
26 off-the-clock work, AV Decking contends that it had no knowledge of any employee working
27 off-the-clock, nor any reason to suspect such work was occurring. AV Decking further argues
28 that differences among employees' job duties and working conditions, as well as issues with

1 proving whether each employee worked unpaid wages on each individual shift, would present a
2 plethora of individualized issues that would preclude class certification.

3 14. Plaintiff also alleges that AV Decking failed to pay overtime at 1.5 times the
4 “regular rate” of pay by failing to incorporate the value of per diem payments, “on-call” pay, and
5 prevailing wage rates into the regular rate, thereby under-paying overtime wages, and that AV
6 Decking also failed to pay daily overtime on some shifts. AV Decking argues that per diem
7 payments were meant as reimbursements for the cost of meals when traveling to distant job sites,
8 not as part of employees’ regular wages, and therefore did not need to be included in the regular
9 rate. As for on-call payments, AV Decking contends these payments were mis-labeled as “on
10 call” time. Instead, AV Decking contends that this time was meant to compensate employees for
11 costs incurred traveling to and from a job site. AV Decking contends that per diem and travel pay
12 are not required to be included in the regular rate. AV Decking further argues it always paid
13 overtime wages and prevailing wages as required under the relevant statutes and contracts.
14 Finally, AV Decking argues that differences in individual employees’ particular payments, job
15 sites, issues with proving liability and damages as to each employee, and other individualized
16 circumstances would preclude class certification of this claim.

17 15. Plaintiff further alleges that AV Decking failed to provide their non-exempt
18 employees with uninterrupted off-duty 30-minute meal periods. Specifically, meal periods were
19 sometimes not provided until after 5 hours of work, as Plaintiff and other non-exempt employees
20 needed to finish specific projects or job duties before they were allowed to take meal periods. In
21 addition, Plaintiff and other non-exempt employees were not always provided second meal
22 periods on shifts over 10 hours. For its part, AV Decking argues that it has always maintained
23 lawful meal period policies, and that employees are provided a full 30-minute meal period on
24 each shift in accordance with those policies. Any missed or non-compliant meal periods are the
25 result of employee choice, AV Decking argues, rather than an employer policy or practice. AV
26 Decking also argues that employees waived their second meal periods, thereby absolving any
27 liability for second meal periods. Finally, AV Decking argues that differences among employees
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as to whether and why they did not take compliant meal periods, whether they waived meal periods, and other individualized issues would defeat certification.

16. Plaintiff also alleges that AV Decking often required employees to take rest periods “on deck” and that employees could not leave the worksite for rest periods. For its part, AV Decking contends that it has always maintained lawful rest periods policies and has consistently authorized and permitted legally compliant 10-minute rest periods without interruption. Moreover, AV Decking points to Section 11 of Wage Order 16 (applicable to the construction industry), which provides that rest periods “shall take place at employer designated areas, which may include or be limited to the employees’ immediate work area.” AV Decking further argues that differences among employees as to whether they were provided rest periods, or required to miss a rest break or voluntarily did so, would create individualized issues that would preclude class certification. These individualized issues are particularly present for rest periods, AV Decking argues, since rest periods are not (and need not be) recorded.

17. Plaintiff alleges that AV Decking required employees to use their personal cell phones for work purposes, including to clock in and out for work every day on the Workyard app, and that employees sometimes had to use their personal vehicles for work. Plaintiff further alleges that AV Decking would take deductions from employee wages for tools, rather than providing necessary tools to employees at AV Decking’s expense. For its part, AV Decking argues that employees did not need to use personal cell phones for work and if they did, there are procedures in place for employees to request reimbursement of work-related expenses. In addition, AV Decking argues that any tools deductions were rare and minimal, and affected a small sub-set of employees rather than a class-wide practice. AV Decking further argues that these claims would not be manageable on a class basis, given differences among employees as to whether they incurred business expenses, whether AV Decking knew about such expenses, and whether such expenses were reasonable and therefore requiring reimbursement.

18. As a result of AV Decking’s alleged failures described above, Plaintiff asserts that AV Decking failed to comply with its final payment and wage statement obligations, in violation of Cal. Labor Code §§ 203 and 226, respectively. Plaintiff further alleges AV Decking’s wage

1 statements did not include AV Decking’s address. Finally, Plaintiff seeks PAGA civil penalties
2 based on the above claims.

3 19. AV Decking argues Plaintiff’s derivative claims fail for the same reasons his
4 underlying claims fail. AV Decking further asserts it has strong, good-faith defenses to the
5 underlying claims, precluding imposition of penalties. AV Decking further contends its wage
6 statements always accurately reflect amounts paid to employees and thus no wage statement
7 violations occurred. AV Decking also argues wage statements contained AV Decking’s name and
8 the address for its Professional Employer Organization and payroll processor, which would allow
9 employees to identify the employer.

10 20. As for the PAGA claim specifically, AV Decking contends Plaintiff’s PAGA
11 claim fails because the underlying claims fail. AV Decking further maintains that given its good-
12 faith defenses and honest attempts to comply with the law, the Court would substantially reduce
13 PAGA civil penalties, as many courts have done in other cases, even if it were to find in Plaintiff’s
14 favor on underlying claims.

15 21. The Parties in this case engaged in extensive informal discovery. In connection
16 with mediation, AV Decking produced timekeeping and payroll records for all putative class
17 members for the majority of the putative class period; its written policies; a class list with each
18 employee’s hire date, number of workweeks, employment status, and other data; and other
19 relevant information. My office hired an expert data analyst (Berger Consulting Group) to analyze
20 and extrapolate the data. This discovery allowed the Parties to assess the merits and value of
21 Plaintiff’s claims and AV Decking’s defenses.

22 22. The Parties attended a full-day mediation with Mr. Tagore Subramaniam on
23 January 22, 2026, during which they vigorously debated Plaintiff’s claims and AV Decking’s
24 defenses, the Parties’ respective damages models, and the chances of certification, as well as AV
25 Decking’s financial condition and ability to pay. At the conclusion of the mediation, Mr.
26 Subramaniam made a Mediator’s Proposal, which was eventually accepted by the Parties. Over
27 the following months, the Parties negotiated the finer terms of the settlement, ultimately resulting
28 in the Settlement that was fully executed in June 2026.

23. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount (“GSA”):	\$500,000.00
Minus Court-approved attorneys’ fees (up to 33.33%):	\$166,666.67
Minus Court-approved costs (up to):	\$35,000.00
Minus Court-approved Service Payment (up to):	\$10,000.00
Minus Amount Set Aside as PAGA penalties:	\$40,000.00
Minus estimated settlement administration costs (up to):	\$11,000.00

Net Settlement Amount (“NSA”): **\$237,333.33**

PLUS 35% of PAGA penalties (“PAGA Amount”): \$14,000.00

Total Amount Paid to Settlement Class: **\$251,333.33**

24. The Settlement requires AV Decking to pay a non-reversionary Gross Settlement Amount (“GSA”) of \$500,000.00. After deducting attorney fees and costs, Plaintiff’s service payment, PAGA penalties to the LWDA, and administration costs, the Settlement provides for distribution of at least \$251,333.33 to the Settlement Class. There are approximately 337 Settlement Class members. Thus, the average Settlement payment is estimated to be \$745.80.

25. The Gross Settlement Amount will be funded in twenty-four (24) monthly installments as follows: (1) First Ten Payments: Defendant shall deposit \$100,000.00 of the GSA in ten (10) monthly installments of \$10,000.00 each by the last day of each calendar month, beginning with February 28, 2026 and ending on November 30, 2026; (2) Eleventh through Twenty-Third Payments: Defendant shall deposit \$390,000.00 of the GSA in thirteen (13) equal monthly installments of \$30,000.00 each by the last day of each calendar month, beginning with December 31, 2026 and ending on December 31, 2027. (3) Final Payment: Defendant shall deposit the final \$10,000.00 of the GSA no later than January 31, 2028, so that the GSA is fully funded no later than January 31, 2028. This payment plan is warranted by AV Decking’s financial condition, as attested to by David Velez, Defendant’s President, in his accompanying declaration, as well as based on discussions and documents shared with my office during mediation. Further, and as noted in the accompanying Declaration of Jodey Lawrence, AV Decking has made each required payment to date. (*See* Lawrence Decl., ¶ 23.)

26. While Plaintiff is confident in the merits of his claims, Plaintiff acknowledges there were substantial risks and uncertainty in proceeding with class certification and eventual trial on the merits. As noted above, AV Decking presented multiple defenses to Plaintiff’s claims, both on the merits and to class certification, rendering success uncertain.

27. With respect to Plaintiff's claims for failure to pay wages due to off-the-clock work, Plaintiff assumed approximately 20 minutes per shift of unpaid work for donning and doffing (15 minutes) and walking to the jobsite (5 minutes). Based on an estimate of approximately 25,411 shifts during the Class Period and an average hourly minimum wage of \$15.25 per hour, Plaintiff calculated approximately \$129,043 of potential unpaid minimum wages during the Class Period ($0.333 \text{ hrs} * 25,411 \text{ shifts} * \15.25). In addition, Plaintiff estimated an average of roughly 2 additional hours per workweek of unpaid time for time spent transporting materials to distant jobsites for which employees allegedly were not paid. There were approximately 5,919 workweeks worked during the Class Period, and thus Plaintiff calculated an additional \$180,530 in potential unpaid minimum wages ($5,919 \text{ weeks} * 2 \text{ hrs} * \15.25), for a total of approximately \$309,573 in potential unpaid off-the-clock work. However, AV Decking presented several defenses to this claim, including its assertion that employees did not work (and did not have any reason to work) off the clock, that employees could don their equipment while on the clock, that employees rarely (if ever) transported tools in their trucks without payment and therefore Plaintiff's potential damages estimate was severely inflated, and that differences among employees with respect to location, job duties, and issues in proving whether each employee actually worked off-the-clock on each individual shift, would preclude class certification. In light of these defenses, Plaintiff discounted this claim by 50% for risk of class certification, and an additional 55% for risk of losing on the merits or failing to recover the full amount sought, for a realistic exposure of \$69,654.

28. With respect to Plaintiff's claims for failure to pay overtime correctly, our expert analyzed this claim by analyzing instances when AV Decking failed to include the value of per diem payments or on call payments in the regular rate, failed to incorporate higher rates of pay into the regular rate, and/or failed to pay daily overtime. In total, our expert calculated that AV Decking potentially under-paid its employees' overtime wages by approximately \$485,636. AV Decking, however, presented several defenses to these claims, including its assertion that the per diem payments can be excluded from the regular rate of pay because they are reimbursements for expenses; that "on-call" payments are reimbursements for travel costs, rather than bonuses to be

1 included in the regular rate; that employees were otherwise always paid overtime correctly,
2 including during prevailing wage projects, pursuant to the relevant overtime statutes and
3 contracts; and that differences in individual employees' particular payments, job sites, issues with
4 proving liability and damages as to each employee, and other individualized circumstances would
5 preclude class certification. In light of these defenses, Plaintiff discounted this claim by 40% for
6 risk of class certification, and an additional 60% for risk of losing on the merits or failing
7 to recover the full amount sought, for a realistic exposure of \$116,553.

8 29. As for Plaintiff's meal period claim, our expert's analysis and extrapolation of the
9 timekeeping records revealed approximately 10,475 shifts of more than 5 hours during the Class
10 Period with a potential meal period violation. Our expert's analysis further revealed that
11 Settlement Class members' average rate of pay was approximately \$30.74. Thus, Plaintiff
12 calculated AV Decking's potential meal period exposure as: $10,475 * \$30.74 = \$322,002$.
13 However, and as noted above, AV Decking asserted several affirmative defenses, including that
14 its meal period policies have always complied with California law; that employees waived meal
15 periods; and issues with class certification given differences in locations, supervisors, job duties,
16 and other circumstances surrounding each shift worked by each individual employee. In light of
17 these defenses, Plaintiff discounted this claim by 50% for risk of class certification, and an
18 additional 50% for risk of losing on the merits or failure to recover the full amount sought, for a
19 realistic exposure of \$80,501 on the meal period claim.

20 30. As for the rest period claim, because rest periods are not recorded, Plaintiff
21 assumed a similar violation rate for rest periods as for meal periods, for a total of approximately
22 11,092 shifts with potential rest period violations. Thus, Plaintiff calculated AV Decking's
23 potential rest period exposure as: $11,092 * \$30.74 = \$340,968$. But as noted above, AV Decking
24 presented multiple defenses to this claim, including its assertion that, under the Wage Order,
25 construction industry employers may require employees to take rest periods on the worksite; that
26 it has always maintained lawful rest period policies and authorized and permitted rest periods in
27 accordance with those policies, and any failure to take an off-duty rest period is a result of
28 employee choice; and that differences in the job duties, supervisors, locations, personal

1 preferences, and other specific circumstances with respect to each individual shift worked by each
2 employee, would render class certification unlikely, particularly as rest periods are not recorded.
3 In light of these defenses, Plaintiff discounted this claim by 55% for risk of non-certification, and
4 an additional 60% for risk of losing on the merits or failure to recover the full amount sought, to
5 arrive at a realistic exposure of \$61,374 on the rest period claim.

6 31. With respect to the expense reimbursement and unlawful deductions claims, our
7 expert's review of the data revealed approximately 1,480 aggregate months worked during the
8 Class Period. Plaintiff assumed roughly \$15 per month for reasonable work-related cellphone
9 expenses, and approximately \$70 per month in vehicle expenses. In addition, our expert observed
10 approximately \$8,131 in deductions taken from employees' wages for "CTOOLS&EQUIP."
11 Thus, our expert calculated approximately \$22,200 of potential expense reimbursement for cell
12 phone use ($\$15 * 1,480$), approximately \$103,600 for use of personal vehicles ($\$70 * 1,480$), and
13 \$8,131 in potential unlawful deductions, for a total potential exposure of \$133,931 for this claim.
14 However, AV Decking presented several defenses to this claim, including its assertion that
15 employees did not need to use personal cell phones for work; that there are procedures in place
16 for employees to request reimbursement of work-related expenses; that employees were paid per
17 diems when they actually incurred reasonable expenses for work; and that differences in the job
18 duties, supervisors, locations, and other specific circumstances with respect to each expense
19 allegedly incurred by each employee, would render class certification unlikely. In light of these
20 defenses, Plaintiff discounted this claim by 40% for risk of class certification, and an additional
21 50% for risk of losing on the merits or failure to recover the full amount sought, for a realistic
22 exposure of \$40,179 on the expense reimbursement claim.

23 32. Based on the above Labor Code violations, Plaintiff alleges that AV Decking
24 failed to issue accurate itemized wage statements pursuant to Labor Code § 226. Plaintiff further
25 alleges that AV Decking failed to include its address on employee wage statements. Based on a
26 review of the payroll and other records produced by AV Decking, our expert calculated
27 approximately 158 unique employees, and 2,383 aggregate pay periods worked, since the
28 beginning of the one-year liability period applicable to Section 226. Using the \$50 "initial" and

1 \$100 “subsequent” penalties prescribed Labor Code § 226(e), Plaintiff calculated AV Decking’s
2 potential exposure on this claim as: $(158 * \$50) + (2,225 * \$100) = \$230,400$. However, and as
3 explained above, AV Decking presented multiple defenses to this claim, including but not limited
4 to: the defenses to Plaintiff’s underlying claims; the fact that wage statements always accurately
5 reported what employees were *paid*, which AV Decking contends is the purpose of Section 226;
6 that employees could identify their employer from their wage statements; that employees would
7 not be able to establish “injury” or “knowing and intentional violations” either individually or on
8 a classwide basis; and individualized issues entailed in analyzing each wage statement for each
9 pay period for each employee to determine whether a violation occurred. In light of these
10 defenses, Plaintiff discounted the claim by 50% for risk of non-certification, and an additional
11 60% for risk of losing on the merits or failure to recover the full amount sought, for a realistic
12 exposure of \$46,080 on the wage statement claim.

13 33. Plaintiff further alleges that, as a result of the above violations, AV Decking is
14 liable for waiting time penalties based on its failure to pay final wages to former employees. Based
15 on the data provided by AV Decking, there are approximately 239 employees who separated their
16 employment with AV Decking since January 15, 2022 (i.e., three years prior to the filing of the
17 Action). Using an average waiting time penalty of \$7,378 ($\$30.74 * 8 \text{ hrs} * 30 \text{ days}$), Plaintiff
18 estimated a maximum waiting time penalty exposure of \$1,763,342 ($239 * \$7,378$). AV Decking,
19 however, asserts it has strong, good-faith defenses to Plaintiff’s underlying claims, and any failure
20 to pay wages was therefore not “willful” as a matter of law. Moreover, because the waiting time
21 claim is derivative of Plaintiff’s underlying wage claims, Plaintiff would need to overcome AV
22 Decking’s defenses, both as to class certification and on the merits, to his underlying claims in
23 order to recover waiting time penalties. Based on these defenses, Plaintiff discounted the
24 maximum exposure by 50% for risk of non-certification and by an additional 70% for risk of
25 being unsuccessful on the merits or failing to recover the full amount sought, to arrive at a realistic
26 exposure of \$264,501.

27 34. Plaintiff also alleges that AV Decking is liable for PAGA civil penalties as a result
28 of the above violations. Plaintiff estimated a maximum PAGA exposure of \$238,300, based on

1 the \$100 “initial” violation rate under Lab. Code § 2699(f) for each of the 2,383 pay periods
2 mentioned above during the one-year statutory period. However, these penalties largely derive
3 from Plaintiff’s underlying claims, each of which AV Decking vigorously disputes (as described
4 above). In addition, AV Decking argues that the PAGA grants trial courts discretion to reduce
5 PAGA civil penalties (Lab. Code § 2699(e)(2)), and that the Court would reduce penalties
6 significantly given AV Decking’s defenses and its good-faith efforts to comply with the law.
7 Thus, Plaintiff discounted the maximum figure by 40% for risk of losing on the merits and/or not
8 recovering a PAGA penalty for every pay period, and by an additional 50% for risk of the Court
9 reducing penalties, to arrive at an estimated exposure of \$71,490.

10 35. Using these estimated figures, Plaintiff estimated the realistic total classwide
11 recovery on their claims would be approximately \$750,332 if he had proceeded through class
12 certification and trial on the merits. The proposed settlement of \$500,000 therefore represents
13 about 67% of Plaintiff’s reasonably forecasted recovery. Particularly given AV Decking’s
14 financial condition, the Settlement reflects a reasonable and positive result for the Settlement
15 Class for the release of hotly disputed claims.

16 36. At final approval, Plaintiff’s counsel will request attorneys’ fees of up to 33.33%
17 of the GSA (currently estimated at \$166,666.67), and up to \$35,000 in litigation costs. My office
18 has incurred substantial attorneys’ fees in, among other things, conducting pre-filing investigation
19 and legal research; preparing and filing the initial pleadings; preparing for and attending
20 mediation; negotiating and preparing the Settlement; preparing this Motion; and otherwise
21 prosecuting this case. I anticipate that my office will incur significant future attorneys’ fees in
22 overseeing the Notice process, fielding phone calls from Settlement Class members, preparing
23 the Final Approval Motion and supporting documents, and appearing at the Final Approval
24 Hearing. In addition, based on my experience in similar wage and hour class and PAGA actions
25 in California courts, fee awards in matters such as this one generally equal about one-third of the
26 gross recovery.

27 37. Plaintiff will request an incentive payment of \$10,000 at final approval. As will be
28 fully briefed at final approval, Plaintiff’s requested incentive payment is in recognition of the time

1 and effort he expended on behalf of the Settlement Class, including providing factual information
2 and documents to my office, identifying potential witnesses, attending multiple telephonic
3 meetings with counsel to discuss the claims and theories at issue in the litigation, reviewing the
4 settlement agreement and other documents related to this case, and otherwise actively
5 participating in the litigation, as well as his general release of claims, which is a broader release
6 than that applicable to Settlement Class members.

7 38. Although the parties engaged in significant informal discovery, they had not
8 completed formal written and deposition discovery, which would have required expenditure of
9 substantial time and resources. Plaintiff also still had to file for class certification. Even if Plaintiff
10 obtained certification, the parties would incur considerable attorneys' fees and costs through a
11 possible decertification motion, motions for summary judgment, trial, and potential appeals. The
12 proposed settlement avoids these risks, expense, and delays, and is therefore a favorable outcome
13 for the Settlement Class.

14 39. F. Shawn Azizollahi is a founding partner at Marquee Law Group. Mr. Azizollahi
15 has gained extensive experience representing both companies and individuals in transactional and
16 litigation matters, including employment matters, over the course of his career. For the last several
17 years, Mr. Azizollahi's litigation practice has focused on representing plaintiffs in employment
18 matters. Mr. Azizollahi has litigated and/or managed hundreds of employment cases, including a
19 number of class actions. His active participation in this matter was integral in reaching the
20 favorable outcome on behalf of the Settlement Class.

21 40. Nancy Goodes is a 2022 graduate of the USC Gould School of Law and was
22 admitted to the California State Bar in the same year. Before joining Marquee Law Group, Ms.
23 Goodes worked as an associate for Lawyers for Justice, where she represented employees in
24 California wage and hour class actions. Since July 2023, Ms. Goodes has been with Marquee Law
25 Group, where she continues to work exclusively representing plaintiffs in employment matters,
26 including wage and hour claims on both an individual and class action basis. During her tenure
27 with Marquee Law Group, Ms. Goodes has worked on over 100 different California employment
28 matters, including many class actions.

1 41. I do not have any interest or involvement with the proposed *cy pres* recipient,
2 National Alliance on Mental Illness Greater Los Angeles (“NAMI”). To the best of my
3 knowledge, the same is true for the other attorneys at my law firm.

4 42. There is no fee-splitting agreement in this case.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct. Executed on August 24, 2026 at Beverly Hills, California.

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Tuvia Korobkin

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement” or “Settlement”) is reached by and between Plaintiff Justin Braun (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on the one hand, and Defendant AV Decking, Inc. (“AV Decking” or “Defendant”) on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Tuvia Korobkin, F. Shawn Azizollahi, and Nancy Goodes of Marquee Law Group APC (“Class Counsel”). Defendant is represented by Brian J. Mills, Anne Dwyer, and Alexis R. Sadakane of Snell & Wilmer L.L.P. (“Defense Counsel”).

On January 15, 2025, Plaintiff filed a class and representative action against Defendant, titled *Justin Braun v. AV Decking, Inc.*, Los Angeles County Superior Court (“Court”) Case No. 25STCV01069. This action will be referred to as the “Action” or the “Litigation.” The Action alleges class and representative claims against Defendant for: (i) minimum wage violations; (ii) failure to pay overtime wages; (iii) rest period violations; (iv) wage statement violations; (v) unlawful wage deductions; (vi) failure to reimburse business expenses; (vii) unfair competition. On March 26, 2025, Plaintiff filed a first amended complaint to add derivative claims for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”), Labor Code § 2698 *et seq.* (“First Amended Complaint”).

On January 22, 2026, the Parties mediated with Tagore Subramanian.

As part of the Settlement, the Parties agree to stipulate to file a Second Amended Complaint in the Action to add additional claims and theories considered, evaluated, and raised prior to and at mediation, including claims of failure to pay waiting time penalties and meal break violations. The Second Amended Complaint shall be the “Operative Complaint” for the purpose of this Settlement once filed with the Court. Furthermore, the Parties agree that Plaintiff will submit an amended PAGA Notice to the LWDA.

Given the uncertainty of litigation, the Parties wish to settle Plaintiff’s claims on a class-wide and representative basis. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For purposes of this Settlement only, Plaintiff and Defendant stipulate to the certification of a “Settlement Class,” which shall be defined as:

All current and former non-exempt employees who worked for AV Decking in California at any time from January 15, 2021 through March 23, 2026 (the “Class Release Period”).

Defendant represents that there are approximately 337 Settlement Class members as of the date of mediation, January 22, 2026. The Parties agree that certification for purpose of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure in a non-settlement context. If for any reason this Settlement is not approved or is terminated, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement.

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2. **PAGA Group.** For purposes of this Settlement only, Plaintiff and Defendant stipulate to a sub-set of the Settlement Class called the “PAGA Group,” which shall be defined as:

All current and former non-exempt employees who worked for AV Decking in California at any time from January 15, 2024 through March 23, 2026 (the “PAGA Release Period”).

3. **Release by Settlement Class.** Upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount and employer-side payroll taxes being fully funded by Defendant, Plaintiff and every Settlement Class member who does not opt out of the class portion of the Settlement as described in Section 13(C), below, (“Participating Class Members”) will release and discharge Defendant and each of its former, present and future owners, parents, officers, directors, investors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, advisors, , management companies, trustees, and legal representatives (the “Released Parties”) from any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the Operative Complaint in the Action or that could have been alleged based on the facts alleged in the Operative Complaint in the Action, including but not limited to: (a) any alleged failure by Defendant (1) to pay at least the minimum wage for all hours worked, (2) to pay overtime wages, (3) to authorize and permit meal or rest periods or pay meal or rest period premium wages, (4) to issue compliant wage statements, (5) to pay all wages due at termination or (6) to reimburse business expenses; (b) any alleged unlawful deductions made by Defendant; (c) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a) through (b) above; and (d) any violation of the California Labor Code arising from or related to the conduct alleged in (a) through (b) above, including, without limitation, violation of California Labor Code sections 201-204, 221-223, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, or any other applicable state statute, rule and/or regulation (Wage Order), arising from their employment with Defendant during the Class Release Period (“California Released Claims”).
4. **PAGA Release.** In addition, upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount and employer-side payroll taxes being fully funded by Defendant, all members of the PAGA Group (whether or not they opt out of the Settlement) shall release any right or claim for civil penalties or other relief pursuant to the PAGA arising under the California Labor Code or Wage Orders based on the allegations set forth in the PAGA notice letter and amended PAGA notice letter submitted by Plaintiff to the LWDA, including but not limited to civil penalties and other PAGA relief based on the alleged violations set forth in (a) through (b) in the immediately preceding paragraph, arising from their employment with Defendant during the PAGA Release Period (“PAGA Released Claims”). Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.
5. **Release by Plaintiff.** Upon (i) the Effective Date (defined below) occurring and (ii) the Gross Settlement Amount and employer-side payroll taxes being fully funded by Defendant, and in exchange for his Class Representative Service Payment, Plaintiff, as the named Class Representative, and his or her respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns, further releases the Released Parties from any and all claims, transactions, occurrences, demands, rights, liabilities, and/or causes of action, of any form whatsoever, arising under federal, state or

local laws, rules, or regulations, arising from Plaintiff's employment with Defendant at any time prior to the date that Plaintiff signs this Agreement ("Plaintiff's Released Claims"). This release expressly excludes any claims that Plaintiff may have related to Workers Compensation, any claims for unemployment insurance, or any other claims which cannot be released by law. As to the Plaintiff's Released Claims only, Plaintiff expressly waives all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

6. **Gross Settlement Amount.** As consideration, except as provided in Section 6(E) below, Defendant agrees to pay a "Gross Settlement Amount" or "GSA" of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) and no more in full and complete settlement of the Litigation, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators ("Phoenix") as the "Settlement Administrator" to administer this Settlement.
- B. Defendant shall deposit the Gross Settlement Amount in twenty-four (24) monthly installments, as follows:
 - (1) First Ten Payments: Defendant shall deposit \$100,000.00 of the GSA in ten (10) monthly installments of \$10,000.00 each by the last day of each calendar month, beginning with February 28, 2026 and ending on November 30, 2026.
 - (2) Eleventh through Twenty-Third Payments: Defendant shall deposit \$390,000.00 of the GSA in thirteen (13) equal monthly installments of \$30,000.00 each by the last day of each calendar month, beginning with December 31, 2026 and ending on December 31, 2027.
 - (3) Final Payment: Defendant shall deposit the final \$10,000.00 of the GSA no later than January 31, 2028, so that the GSA is fully funded no later than January 31, 2028.

All payments by Defendant shall be deposited with the Settlement Administrator and will be held in escrow by the Settlement Administrator pending disbursement. If any of the payment deadlines herein falls on a Saturday, Sunday, or bank holiday, the payment shall be due on the next date that is not a Saturday, Sunday, or bank holiday. Nothing in this paragraph shall preclude Defendant from funding all or a portion of the GSA in advance of the deadlines outlined herein if Defendant chooses to do so. To the extent any of the deadlines above falls on a date prior to the execution of this Settlement Agreement, Defendant shall make such payments no later than five (5) Court days after execution of the Settlement Agreement, if it has not already made such payment(s).

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- C. This is a non-reversionary settlement. The Gross Settlement Amount includes funding for:
- i. All payments to the Settlement Class;
 - ii. The Settlement Administration Expenses Payment, defined below, consisting of all costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than \$11,000.00;
 - iii. Up to \$10,000.00 for Plaintiff as a Class Representative Service Payment, defined below, in recognition of Plaintiff's contributions to the Litigation and to the Settlement Class;
 - iv. Class Counsel Fees Payment, defined below, of up to one-third (33.33%) of the GSA (currently estimated to be \$166,666.67), plus Class Counsel Litigation Expenses Payment, defined below, of up to \$35,000.00;
 - v. The Parties have set aside \$40,000.00 of the GSA as PAGA civil penalties ("PAGA Penalties"). Pursuant to the PAGA, 65% of the PAGA Penalties, or \$26,000.00, will be payable to the Labor & Workforce Development Agency ("LWDA") under Labor Code section 2699, subd. (m) ("LWDA PAGA Payment"), and the remaining 35%, or \$14,000.00 of the PAGA Penalties, will be payable to members of the PAGA Group as the "PAGA Amount" as discussed below.
- D. The employer's share of payroll taxes on any wage portion of the payments to be made under this Settlement shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount. Defendant's share of payroll taxes shall be deposited by Defendant with the Settlement Administrator at the same time Defendant deposits the final GSA payment pursuant to paragraph 6(B)(3) above.
- E. **Escalator Clause.** Defendant represents that Settlement Class members worked approximately 5,919 workweeks through the date of mediation, January 22, 2026. This is a material representation for Plaintiff to enter this Agreement. If the actual number of workweeks worked by Settlement Class members during the Class Release Period exceeds this number by more than 10% (i.e., if Settlement Class members worked 6,511 or more workweeks during the Class Release Period), then Defendant will have the option to either: (i) increase the Gross Settlement Amount by the increase in workweeks over 10% (e.g., if the number of workweeks worked during the Class Release Period is 11% greater than 5,919, the Gross Settlement Amount will increase by 1%); or (ii) truncate the end of the Class Release Period and PAGA Release Period on the date prior to the date on which the number of workweeks exceeded 10% greater than 5,919, such that the number of workweeks does not exceed 10% greater than 5,919 and this escalator provision will no longer be triggered. If Defendant elects to truncate the end of the Class Release Period and PAGA Release Period under this provision, then the Class Release Period and PAGA Release Period will end on that date and the Notice Packets (defined below) to the Settlement Class will include the revised end date.

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7. **Effective Date.** The “Effective Date” of the settlement Agreement shall be the day after both of the following have occurred: (i) final approval of the Settlement is granted by the Court and Judgment is entered thereon, and (ii) Judgment approving the settlement becomes Final. “Final” shall mean, as applicable: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed without material modification pursuant to such petition; or (iii) if a motion to vacate is filed under CCP 663, the date the order denying such motion is final and not subject to appeal or the date of dismissal of such motion, or (iv) if no appeal or motion to vacate under CCP 663 is filed, the expiration date of the time for filing or noticing any motion to vacate or appeal of the Judgment.
8. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim to receive a payment from the Settlement. Each “Settlement Award” shall be comprised of the Settlement Class member’s (i) Individual Class Payment defined below and (ii) Individual PAGA Payment, if any, defined below.
 - A. The Settlement Administrator will deduct from the Gross Settlement Amount the Court-approved amounts for a Class Counsel Fees Payment and a Class Counsel Litigation Expenses Payment, Plaintiff’s Class Representative Service Payment, the Settlement Administration Expenses Payment, and PAGA Penalties. The remaining amount shall be known as the “Net Settlement Amount” or “NSA.”
 - B. Payments from the Net Settlement Amount: The NSA will be distributed to all Participating Class Members based on each Participating Class Member’s proportionate number of workweeks worked for Defendant as a non-exempt employee in California during the Class Release Period (“Workweeks”). The Settlement Administrator will calculate each Participating Class Member’s payment from the NSA by multiplying the NSA by a fraction, the numerator of which is the Participating Class Member’s number of Workweeks, and the denominator of which is the total Workweeks of all Participating Class Members (“Individual Class Payment”). Non-Participating Class Members will not receive any Individual Class Payments.
 - C. Payments from the PAGA Amount: Thirty-five percent (35%) of the amount set aside as PAGA Penalties (\$14,000.00) has been set aside as the “PAGA Amount,” as mentioned above. The PAGA Amount shall be paid to all PAGA Group members, regardless of whether they opt out of the class portion of the Settlement, based on the proportional number of pay periods each PAGA Group member worked for Defendant in California during the PAGA Release Period (“PAGA Pay Periods”). Specifically, each PAGA Group member’s payment from the PAGA Amount will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Group member’s number of PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all PAGA Group members (“Individual PAGA Payment”). If the Court approves PAGA Penalties of less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

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- D. Within five (5) business days following Defendant's deposit of the Gross Settlement Amount and the employer's share of payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Awards, and provide the same to Class Counsel and Defense Counsel for review and approval. Within three (3) business days after receiving approval from counsel of its calculations, the Settlement Administrator shall prepare and mail Settlement Awards, less applicable taxes and withholdings, to Settlement Class members, as well as the Class Representative Service Payment to Plaintiff, the LWDA PAGA Payment, and Class Counsel Fees Payment and Class Counsel Litigation Expense Payment. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Settlement Administrator shall simultaneously pay all applicable withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel.
- E. For purposes of calculating applicable taxes and withholdings for Settlement Award payments, each Settlement Award shall be allocated as follows: Individual PAGA Payments, 100% penalties; Individual Class Payments, 33.33% wages, and 66.67% as penalties and interest. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 for the wage portion and an IRS Form 1099 for the portions allocated as penalties and interest. As stated above, Defendant is responsible for the employer's share of the payroll taxes on the wage portion of the Settlement Awards, and these taxes will not be deducted from the Gross Settlement Amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable bonus, benefit, or retirement plan, unless required by such plans.
- F. Each Settlement Class member who is mailed a Settlement Award must cash his/her Settlement Award check within 180 days from the date the Settlement Administrator mails it ("Void Date"). For any Class Member whose Settlement Award check is not cashed and cancelled after the Void Date, the Administrator shall transmit the funds represented by such uncashed check(s) to *cy pres* recipient the National Alliance on Mental Illness Greater Los Angeles ("NAMI") pending approval by the Court consistent with Code of Civil Procedure section 384, subdivision (b). If the Court does not approve NAMI as the *cy pres* recipient, the Administrator shall instead deposit any not cashed and cancelled Settlement Award after the Void Date with the California Unclaimed Property Fund in the name of the Settlement Class member whose check is not cashed and cancelled.
- G. Neither Plaintiff nor Defendant, 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.

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9. **Attorneys' Fees and Costs.** Class Counsel will request a total award of attorneys' fees of up to one-third of the Gross Settlement Amount (currently estimated at \$166,666.67) ("Class Counsel Fees Payment"), plus actual costs and expenses as supported by declaration in an amount not to exceed \$35,000.00 ("Class Counsel Litigation Expenses Payment"). These amounts will cover any and all work performed and any and all costs incurred in connection with the Litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement, including any objections raised and any appeals necessitated by those objections per Paragraph 13D. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's counsel arising from any claim by any third party to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. As noted above, the Settlement Administrator will mail Class Counsel the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment when it mails the Settlement Awards to Settlement Class members. The Settlement Administrator will issue Class Counsel IRS Forms 1009 when the Settlement Administrator pays the fee and cost award allowed by the Court.
10. **Class Representative Service Payment.** Plaintiff will request, and Defendant will not oppose, a Class Representative Service Payment of not more than \$10,000.00 to Plaintiff from the Gross Settlement Amount for Plaintiff's time and risks undertaken in prosecuting the Action, his service to the Settlement Class, and his general release of claims. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on IRS Form 1099 by the Settlement Administrator. If the Court approves an Class Representative Service Payment less than the amount requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Settlement Administrator will mail Plaintiff his Class Representative Service Payment, and issue Plaintiff an IRS Form 1099, at the same time that it mails the Settlement Awards to Settlement Class members. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of this Class Representative Service Payment.
11. **Settlement Administrator.** The Parties will request the appointment of Phoenix as Settlement Administrator.
 - A. Defendant will not object to Plaintiff's seeking permission to pay up to \$11,000.00 from the Gross Settlement Amount for the Settlement Administrator's reasonable fees and expenses in connection with administration of this Settlement ("Settlement Administration Expenses Payment").
 - B. The Settlement Administrator has a duty to perform all tasks to be performed by the Settlement Administrator set forth in this Agreement or otherwise required by the Court.
 - i. The Settlement Administrator will establish, maintain, and use a website to post information of interest to Settlement Class members including the date, time and location for the hearing on Plaintiff's Motion for Final Approval and copies of the Agreement, motion for Preliminary Approval, the Preliminary Approval

Order, the Notice Packets, the Motion for Final Approval, and the Final Approval Order/Judgment, defined below. The Settlement Administrator will also maintain and monitor a toll-free telephone number to receive Settlement Class member calls.

- ii. The Settlement Administrator will be responsible for sending the Notice Packet to Settlement Class members.
- iii. The Settlement Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Settlement Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Settlement Class members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Settlement Class members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).
- iv. The Settlement Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Notice Packets mailed or re-mailed, Notice Packets returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Settlement Awards (“Weekly Report”). The Weekly Reports must include the Settlement Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- v. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Settlement Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Notice Packets, the Notice Packets returned as undelivered, the re-mailing of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Settlement Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Settlement Administrator’s declaration(s) in Court.
- vi. Within ten (10) days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Settlement Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Settlement Administrator’s declaration in Court.

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- C. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after Settlement Awards have been mailed to Settlement Class members. To the extent the Administration Expenses are less or the Court approves payment less than \$11,000.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount.
12. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties and after Plaintiff has filed the Second Amended Complaint, Plaintiff shall apply to the Court for the entry of an Order granting preliminary approval of the Settlement (“Preliminary Approval”) consisting with the following:
- A. Conditionally certifying the Settlement Class for purposes of this Settlement;
 - B. Appointing Tuvia Korobkin, F. Shawn Azizollahi, and Nancy Goodes of Marquee Law Group, APC as Class Counsel;
 - C. Appointing Plaintiff as Class Representative for the Settlement Class;
 - D. Approving Phoenix Settlement Administrators as Settlement Administrator;
 - E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
 - F. Approving the form and content of the “Notice Packet” (which is comprised of the Class Notice to be mailed to Settlement Class members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement (“Class Notice”) and the Notice of Estimated Settlement Award attached hereto as Exhibit B), in English and Spanish, and directing the mailing of same; and
 - G. Scheduling a Final Approval hearing.
13. **Notice to Settlement Class.** Following Preliminary Approval, the Settlement Class shall be notified as follows:
- A. Within ten (10) Court days after Preliminary Approval, Defendant will provide the Settlement Administrator with the name, last known address, last known phone number, and social security number; and the number of Workweeks worked for Defendant in California during the Class Release Period and number of PAGA Pay Periods worked for Defendant in California during the PAGA Release Period, for each Settlement Class member (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator. To protect privacy rights of the Settlement Class, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to the Class Data to perform under this Agreement.
 - B. Within ten (10) Court days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated

addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member, and provide Class Counsel and Defense Counsel with its calculations for their approval; (iv) provide Class Counsel and Defense Counsel with formatted versions of the Notice Packets to be sent to Settlement Class members; and (v) after receiving approval from all counsel, mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the class portion of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator on or before sixty (60) calendar days after the date of the initial mailing of the Notice Packets (the “Response Deadline”). The Request for Exclusion is a document prepared by the Settlement Class member that must: (1) contain the Settlement Class member’s name, address, telephone number, and last four digits of his/her Social Security number; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice (“Request for Exclusion”). The Settlement Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Settlement Class member and the Settlement Class member’s desire to be excluded. The Settlement Administrator’s determination shall be final and not appealable or otherwise susceptible to challenge. If the Settlement Administrator has reason to question the authenticity of a Request for Exclusion, the Settlement Administrator may demand additional proof of the Settlement Class member’s identity. The Settlement Administrator’s determination of authenticity shall be final and not appealable or otherwise susceptible to challenge. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Every Settlement Class member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members’ release under Paragraph 3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement. Any Settlement Class member who completes and submits a valid Request for Exclusion from the Settlement Class as provided for in this Paragraph will not be entitled to any recovery under this Settlement (except for any share from the PAGA Amount, if applicable), will not be bound by the terms of the Settlement (except for release of the PAGA Released Claims, if applicable), and will not have any right to object, appeal, or comment thereon. The Settlement Administrator will provide the Parties with weekly updates regarding the number of Requests for Exclusion received. The Parties and their counsel shall not take any action to encourage any Settlement Class member to request exclusion from the Settlement.

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- D. Objections. Settlement Class members who do not request exclusion may object to the Settlement by: (i) mailing a written objection to the Settlement Administrator as explained in the Class Notice, and/or (ii) appearing at the Final Approval hearing and making an oral objection. The Settlement Administrator shall, within two (2) business days of receipt, serve any written objection(s) as received on Class Counsel and Defense Counsel, and Class Counsel shall then file all such objections with the Court. Defense Counsel and Class Counsel shall file and serve any responses to written objections no later than five (5) calendar days prior to the Final Approval hearing. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name, current address, telephone number, and e-mail address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (4) be postmarked no later than the Response Deadline. A Settlement Class member who wishes to object in writing but who fails to comply with the procedures set forth herein and/or in the Class Notice shall be deemed not to have objected in writing. However, any Settlement Class member who has not requested exclusion may appear at the Final Approval hearing and make an oral objection. Any attorney who intends to represent an objecting Settlement Class member at the Final Approval hearing must submit a Notice of Appearance to the Court and serve it on all Parties on or before the Response Deadline. The Parties and their counsel agree not to take any action to encourage any Settlement Class member to object to the Settlement.
- E. Notice of Estimated Settlement Award / Disputes. Each Notice Packet mailed to Settlement Class members shall contain a Notice of Estimated Settlement Award, in which shall be disclosed the amount of the Settlement Class Member's estimated Settlement Award as well as the information that was gleaned from Defendant's records in order to calculate the Settlement Award, including their number of Workweeks they worked for Defendant in California in a non-exempt position during the Class Release Period and their number of PAGA Pay Periods (if any) worked for Defendant in California in a non-exempt position during the PAGA Release Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in their Notice of Estimated Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be in writing, be mailed to the Settlement Administrator, and be postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with counsel for the Parties to determine whether an adjustment to the Settlement Class member's Settlement Award is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Award under the terms of this Settlement. In the absence of any contrary documentation, the Settlement Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

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- F. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within three (3) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall re-send the Notice Packet to the Settlement Class member within two (2) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline, whichever is later, to submit a Request for Exclusion, Objection, or dispute, as applicable. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline, if applicable. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet need not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the Settlement.
- G. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Settlement Class and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Settlement Class members. If the Parties agree, such persons will be Settlement Class Members entitled to the same rights as other Settlement Class members, and the Administrator will send, via email or overnight delivery, a Notice Packet requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of the Notice Packet, or the deadline dates in the Notice Packet, whichever is later.
14. **Right to Rescind.** If ten percent (10%) or more of the Settlement Class members validly exclude themselves from the Settlement, Defendant will have the right, at its election, to rescind the Settlement and all actions taken in furtherance of it will thereby be null and void. Defendant must exercise this right in writing within ten (10) calendar days after the Settlement Administrator first notifies the Parties that 10% or more of the Settlement Class members have validly requested exclusion. If Defendant elects to rescind, it will be responsible for all Settlement Administrator costs incurred until the date such election is made, not to exceed the amount approved by the Court in the Preliminary Approval Order. If Defendant exercises this option, the Parties shall return to their respective positions that existed before the execution of this Agreement, and no term of this Agreement or any draft thereof, or the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Litigation, or in any other proceeding.
15. **Final Approval.** Following Preliminary Approval and the close of the period for submitting Requests for Exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order granting final approval

of the Settlement and adjudging its terms to be fair, reasonable, and adequate; approving Plaintiff's and Class Counsel's application for Class Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment, PAGA Penalties, and Settlement Administration Expenses Payment; and entering judgment pursuant to California Rule of Court 3.769 ("Final Approval"). Plaintiff's application for Final Approval shall include a Request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").

- A. Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- B. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

16. **Non-Admission of Liability.** Defendant denies liability as to the matters alleged in the Litigation. Nothing in this Settlement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code § 1152, this Settlement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement. If Final Approval does not occur, the Parties agree that this Settlement is void, but remains protected by California Evidence Code § 1152.
17. **Confidentiality.** Plaintiff and Class Counsel agree that, prior to filing a Motion for Preliminary Approval, they will not disclose or publicize the Settlement contemplated herein, the fact of the Settlement, its terms or contents, or the negotiations underlying the Settlement, in any manner or form, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement as set forth herein, and except to Plaintiff's spouse or to Plaintiff's attorneys or tax preparers as necessary for those professionals to provide their professional services to Plaintiff.
18. **No Publicity.** Plaintiff and Class Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about this case and/or the fact, amount or terms of the Settlement. In addition, Plaintiff and Class Counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings

on any websites maintained by Class Counsel; provided, however, that Class Counsel may state that it has settled a class action claim against a construction company so long as neither Defendant, nor the Plaintiff are identified. In addition, Plaintiff's counsel may list the case name, number, and a brief description of the claims in their declarations in support of qualifications as class counsel in future filings.

19. **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Settlement Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, before the Court's discharge of the Settlement Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
20. **Continuing Jurisdiction.** Except as otherwise specifically provided for herein, the Court shall retain jurisdiction to construe, interpret and enforce this Settlement, to supervise all notices, the administration of the Settlement, and to hear and adjudicate any dispute arising from or related to the Settlement. The Parties agree that the Court has jurisdiction over the Settlement pursuant to California Code of Civil Procedure, Section 664.6 and Cal. Rule of Court 3.769.
21. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.
22. **Enforcement Action.** In the event any Party brings an action to enforce the terms of this Settlement, the prevailing party in such action shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred.
23. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement shall be in writing and delivered by receipted delivery and/or by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Brian J. Mills, Snell & Wilmer LLP, 600 Anton Blvd., Suite 1400, Costa Mesa, CA 92626; bmills@swlaw.com

if to Plaintiff: Tuvia Korobkin, Marquee Law Group APC, 9100 Wilshire Blvd., Suite 445 East, Beverly Hills, CA 90212; tuviah@marqueelaw.com
24. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.
25. **Captions and Interpretations.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or

describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

26. **Entire Agreement.** This Settlement contains the entire agreement among the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, representations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.
27. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
28. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
29. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement and pursuant to Code of Civil Procedure section 583.330, the time to bring the Action to trial shall be extended for the entire period of this settlement process

AGREED TO AND APPROVED BY:

DATED: 6/3/2026

AV DECKING, INC.

Signed by:
By: Anthony Velez
Anthony Velez, President

DATED: _____

JUSTIN BRAUN

Plaintiff and Class Representative

APPROVED AS TO FORM:

MARQUEE LAW GROUP APC

DATED: _____

By: _____
Tuvia Korobkin
Attorneys for Plaintiff

SNELL & WILMER, LLP

DATED: 06/03/2026

By: Brian J. Mills
Brian J. Mills
Attorneys for Defendant

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AGREED TO AND APPROVED BY:

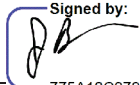
DATED: _____

AV DECKING, INC.

By: _____
Anthony Velez, President

DATED: 5/22/2026

JUSTIN BRAUN

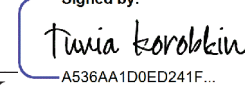
Signed by: 

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Plaintiff and Class Representative

APPROVED AS TO FORM:

DATED: 5/14/2026

MARQUEE LAW GROUP APC

Signed by: 
By: _____
A536AA1D0ED241F...
Tuvia Korobkin
Attorneys for Plaintiff

SNELL & WILMER, LLP

DATED: _____

By: _____
Brian J. Mills
Attorneys for Defendant

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JUSTIN BRAUN,

Plaintiff,

vs.

AV DECKING, INC.,

Defendant.

Case No. 25STCV01069

**COURT-APPROVED NOTICE OF CLASS
ACTION AND PAGA SETTLEMENT**

To: All current and former non-exempt employees who worked for AV Decking, Inc. (“AV Decking” or “Defendant”) in California at any time from January 15, 2021 through March 23, 2026 (“Class Release Period”).

**PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT.**

Why should you read this Notice?

You have received this notice because AV Decking’s records show that you were employed by AV Decking as a non-exempt employee in California at some point between January 15, 2021 and March 23, 2026. This notice relates to the resolution of the class and representative lawsuit called *Justin Braun v. AV Decking, Inc.*, Los Angeles County Superior Court Case No. 25STCV01069 (the “Action” or the “Litigation”).

The Los Angeles County Superior Court (“Court”) has granted preliminary approval of a proposed class action and PAGA settlement that resolves the Action (the “Settlement”) as well as this Notice. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights. Because your rights may be affected by the Settlement whether you act or do not act, it is important that you read this Notice carefully.

The purpose of this Notice is to provide you with a brief description of the Litigation, to inform you of the terms of the proposed Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, <<ADMIN WEBSITE>>.

What is this case about?

Plaintiff Justin Braun (“Plaintiff”) has filed a lawsuit alleging that Defendant: (i) failed to pay at least the minimum wage for all hours worked; (ii) failed to pay overtime wages; (iii) failed to authorize and permit meal and rest periods; (iv) took unlawful deductions from wages; (v) failed to issue accurate itemized wage statements; (vi) failed to pay all wages at termination; (vii) failed to reimburse business expenses; and, as a result of the above, (viii) engaged in unlawful business practices. In addition, Plaintiff seeks civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”), based on the above-alleged violations.

Plaintiff’s attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

Questions? Call (XXX) XXX-XXXX

AV Decking denies that it has done anything wrong and believes it has acted in compliance with all applicable laws and that Plaintiff's claims have no merit. AV Decking also denies that it owes any wages, restitution, penalties, or other damages. By agreeing to settle, AV Decking does not admit liability on any of the factual allegations or claims asserted in the Litigation or that the Litigation can or should proceed as a class action in a non-settlement context.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with its business operations, AV Decking has agreed to settle the Litigation on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties. By settling this Action, Defendant is not admitting that it has done anything wrong.

Plaintiff and Class Counsel also support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you still work for AV Decking, your decision about whether to participate in the Settlement will not affect your employment status. AV Decking's company policy and California law strictly prohibit unlawful retaliation. AV Decking will not take any adverse action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / the Settlement
Class:

MARQUEE LAW GROUP, APC
Tuvia Korobkin
tuvia@marqueelaw.com
F. Shawn Azizollahi
shawn@marqueelaw.com
Nancy Goodes
nancy@marqueelaw.com
9100 Wilshire Blvd., Suite 445 East
Beverly Hills, California 90212
Tel: (310) 275-1844
www.marqueelaw.com

Attorneys for AV Decking:

SNELL & WILMER LLP
Brian J. Mills
bmills@swlaw.com
Anne E. Dwyer
adwyer@swlaw.com
Alexis R. Sadakane
asadakane@swlaw.com
600 Anton Blvd., Suite 1400
Costa Mesa, California 92626
Tel.: (714) 427-7000
www.swlaw.com

What are the key terms of the Settlement?

AV Decking has agreed to pay \$500,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Litigation, including claims by Settlement Class members, attorneys' fees, costs, settlement administration costs, PAGA civil penalties, and the Class Representative Service Payment.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$11,000 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys' Fees and Costs. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, currently estimated to be \$166,666.67, as reasonable compensation for the

work Class Counsel performed, and will continue to perform, in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$35,000 for reimbursement of verified costs Class Counsel incurred in connection with the Lawsuit.

Class Representative Service Payment. Class Counsel will ask the Court to approve an award of \$10,000 to Plaintiff, who is also known as the “Class Representative.” This award is to compensate the Class Representative for his service and extra work provided on behalf of the Settlement Class.

PAGA Civil Penalties. The parties have agreed to allocate \$40,000 of the Gross Settlement Amount as alleged civil penalties for the settlement of Plaintiff’s PAGA claim. Pursuant to the requirements of the PAGA, sixty-five percent (65%) of that amount, or \$26,000, will be paid to the California Labor & Workforce Development Agency (“LWDA”). The remaining \$14,000 has been designated as the “PAGA Amount” and will be paid to certain Settlement Class members, known as PAGA Group members, as described below.

Calculation of Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated to be approximately \$237,333.33. Together with the \$14,000 PAGA Amount, the total amount to be distributed to Settlement Class members is estimated to be \$251,333.33. Payments to Settlement Class members, known as “Settlement Awards,” will be calculated as follows:

NSA Payment: “Participating Class Members” are all Settlement Class members who do not opt out of the Settlement. All Participating Class Members will receive a payment from the NSA. The NSA will be distributed to all Participating Class Members based on each Participating Class Member’s proportionate number of workweeks worked for AV Decking as a non-exempt employee in California during the Class Release Period. The Settlement Administrator will calculate your individual class payments by (a) dividing the NSA by the total number of weeks worked by all Participating Class Members during the Class Release Period, and (b) multiplying that number by the number of weeks worked by you during the Class Release Period.

PAGA Amount Payment: \$14,000 of the Gross Settlement Amount has been designated as the PAGA Amount as defined above, and will be allocated to all Settlement Class members (whether or not they opt out) who worked for AV Decking as a non-exempt employee in California at any time from January 15, 2024 to March 23, 2026 (the “PAGA Release Period”). This subgroup of Settlement Class members is known as the “PAGA Group.” All members in the PAGA Group will receive a payment from the PAGA Amount in proportion to the number of pay periods that they worked for AV Decking as a non-exempt employee in California during the PAGA Release Period. The Settlement Administrator will calculate your individual PAGA payment by (a) dividing the \$14,000 PAGA Amount by the total number of pay periods worked by all PAGA Group members during the PAGA Release Period and (b) multiplying the result by the number of pay periods worked by you during the PAGA Release Period.

Deposit of Gross Settlement Amount and Distribution of Payments. The Gross Settlement Amount will be funded by AV Decking in twenty-four monthly installments, as follows: (1) *First Ten Payments:* AV Decking shall deposit \$100,000.00 of the GSA in ten (10) monthly installments of \$10,000.00 each on the last day of each calendar month, beginning with February 28, 2026 and ending on November 30, 2026; (2) *Eleventh through Twenty-Third Payments:* Defendant shall deposit \$390,000.00 of the GSA in thirteen (13) equal monthly installments of \$30,000.00 each on the last day of each calendar month, beginning with December 31, 2026 and ending on December 31, 2027; (3) *Final Payment:* Defendant shall deposit the final \$10,000.00 of the GSA no later than January 31, 2028, so that the GSA is fully funded no later than January 31, 2028. Settlement Awards will be mailed approximately eight (8) business days after the Gross Settlement Amount is fully funded.

Allocation and Taxes. For tax purposes, Settlement Awards shall be treated as follows: for payments

from the PAGA Amount, 100% penalties; for payments from the NSA, 33.33% wages (with withholdings taken), and 66.67% penalties and interest. The Settlement Administrator will issue IRS forms W-2 for all amounts designated as “wages,” and will issue IRS forms 1099 for all amounts designated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, AV Decking and its counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Upon the Effective Date (as defined in the Settlement) occurring and the Settlement being fully funded, Plaintiff and every Participating Class Member will release and discharge AV Decking and each of its former, present and future owners, parents, officers, directors, investors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, advisors, , management companies, trustees, and legal representatives (the “Released Parties”) from any and all causes of action, claims, rights, damages, and penalties under California law that were alleged in the operative Complaint in the Action or that could have been alleged based on the facts alleged in the operative Complaint in the Action, including but not limited to: (a) any alleged failure by Defendant (1) to pay at least the minimum wage for all hours worked, (2) to pay overtime wages, (3) to authorize and permit rest periods or pay rest period premium wages, (4) to issue compliant wage statements, (5) to pay all wages due at termination, or (6) to reimburse business expenses; (b) any alleged unlawful deductions (c) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, et seq., based on the alleged failures set forth in (a) through (b) above; and (d) any violation of the California Labor Code arising from or related to the conduct alleged in (a) through (b) above, including, without limitation, violation of California Labor Code sections 201-204, 221-223, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, or any other applicable state statute, rule and/or regulation (Wage Order), arising from their employment with Defendant during the Class Release Period (“California Released Claims”)

In addition, upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded, all members of the PAGA Group (whether or not they opt out of the Settlement) shall release any right or claim for civil penalties or other relief pursuant to the PAGA arising under the California Labor Code or Wage Orders based on the allegations set forth in the PAGA notice letter submitted by Plaintiff to the LWDA, including but not limited to civil penalties and other PAGA relief based on the alleged violations set forth in (a) through (b) in the immediately preceding paragraph, arising from their employment with Defendant during the PAGA Release Period (“PAGA Released Claims”). Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), all PAGA Group members shall be bound by the PAGA portion of the Settlement and may not opt out of the PAGA portion of the Settlement.

Conditional Settlement. By granting preliminary approval of the Settlement, the Court has determined that the Settlement falls within the range of possible approval as fair, reasonable, and adequate. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing (defined below) finally approving the Settlement.

How can I claim money from the Settlement?

Do Nothing. You do not need to do anything if you want to receive payment from and participate in the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for AV Decking in a non-exempt position in California during the Class Release Period and the number of pay periods you worked for AV Decking in California during the PAGA Release Period. You also will be bound by the Settlement, including the release of claims stated herein.

Check Cashing Deadline and Uncashed Checks. You must cash or deposit your Settlement Award

check within 180 days from the date that the Settlement Administrator mails the check to you. If you do not cash or deposit your check within 180 days, your check will be voided and the Administrator shall transmit the funds represented by such a check to the National Alliance on Mental Illness Greater Los Angeles (NAMI), the nonprofit *cy pres* organization consistent with Code of Civil Procedure section 384, subdivision (b). If the Court does not approve NAMI as the nonprofit *cy pres* organization, the Administrator shall transmit the funds represented by such a check to the California Unclaimed Property Fund in your name.

How much money will I receive from the Settlement?

Based on AV Decking's records, your total Settlement Award is estimated to be <<XXXXXX>>, which includes <<XXXXXX>> from the Net Settlement Amount and <<XXXXXX>> from the PAGA Amount. If no amount is stated as part of your Settlement Award under the PAGA Amount, then according to AV Decking's records you are not eligible for a payment from the PAGA Amount because you did not work for AV Decking in California during the PAGA Period. The actual amount you may receive may be different and will depend on a number of factors. The enclosed "Notice of Estimated Settlement Award" contains the data from AV Decking's records that was relied upon in calculating your estimated payment.

What other options do I have?

Disputing Information in Notice of Estimated Settlement Award. Your estimated Settlement Award has been calculated as noted above. Your estimated Settlement Award is based on the number of workweeks you worked for AV Decking in a non-exempt position in California during the Class Release Period and the number of pay periods you worked for AV Decking in a non-exempt position in California during the PAGA Release Period. The information contained in AV Decking's records regarding each of these factors is listed on the accompanying Notice of Estimated Settlement Award.

If you disagree with the information in your Notice of Estimated Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.** The parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the class portion of the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion" letter or postcard, postmarked no later than <<RESPONSE DEADLINE>>, with your full name (as well as any former names you used while you worked for AV Decking), your current address, telephone number, last 4 digits of your social security number, and your signature. Although there is no specific language that must be included, the Request for Exclusion must state that you wish to exclude yourself from the Settlement Class in the *Justin Braun v. AV Decking* lawsuit.

Send any Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Request for Exclusion shall, upon receipt, no longer be a Settlement Class member with respect to the class claims, shall be barred from participating in the class portion of the Settlement, and shall receive no benefits from the class portion of the Settlement. Any person who submits a valid and timely Request for Exclusion will also lack standing to submit any objection to the Settlement. However, you cannot opt-out of the PAGA portion of the Settlement. All PAGA Group members (i.e., all Settlement Class members who worked for AV Decking in a non-exempt position in California during the PAGA Release Period), even those who submit a valid and timely Request for Exclusion, will be bound by the PAGA portion of the Settlement and will receive a portion of the PAGA Amount.

Objecting to the Settlement. If you do not submit a Request for Exclusion, you have the right to object to the terms of the class Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the class Settlement, or any portion of it, you may (1) mail a written Objection to the Settlement Administrator, and/or (2) appear at the Final Approval Hearing and object orally. Any written Objection must include your full name (as well as any former names used while you worked for AV Decking), current address, current phone number and e-mail address, the name and contact information of any attorney representing you, each specific reason in support of your objection, and any legal or factual support for each objection, including any supporting papers, briefs, written evidence, declarations, and/or other evidence. Any written Objections must be postmarked on or before <<RESPONSE DEADLINE>>. If you do not submit a written objection, you may still object orally at the Final Approval Hearing and discuss your objection with the judge.

If you wish to appear at the Final Approval Hearing, you have the right to appear either in person or through your own attorney. If you wish to appear at the Final Approval Hearing and/or retain an attorney to represent you at the hearing, you must do so at your own expense. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a Settlement Class member, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object. In other words, by submitting an Objection, you are not excluding yourself from the Settlement.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 17 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012 (“Final Approval Hearing”). At the Final Approval Hearing, the Court also will be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of costs/expenses, the Class Representative Service Payments, and the Settlement administration costs.

The Final Approval Hearing may be postponed or moved without further notice to the Settlement Class. If you would like to confirm the date and time of the Final Approval Hearing, you may consult the Settlement website at <<website URL>>. You may also visit the Court website as described below. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing at their own expense.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may consult the Court’s website, www.lacourt.org. You may also contact the Settlement Administrator or Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

EXHIBIT B

NOTICE OF ESTIMATED SETTLEMENT AWARD

JUSTIN BRAUN v. AV DECKING, INC.

Los Angeles County Superior Court Case Nos. 25STCV01069

Please complete, sign, and return this Form to **<<ADMINISTRATOR CONTACT INFO>>** **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

Phone number (if you wish to be contacted by phone)

(III) Information Used to Calculate Your Estimated Settlement Award:

According to AV Decking's records:

- (a) you were employed for [REDACTED] workweeks for AV Decking as a non-exempt employee in California between January 15, 2021 and March 23, 2026;
- (b) you were employed for [REDACTED] pay periods for AV Decking as a non-exempt employee in California between January 15, 2024 and March 23, 2026.

Based on the above, your Settlement Award is estimated at \$ [REDACTED], which includes \$ [REDACTED] from the Net Settlement Amount and \$ [REDACTED] from the PAGA Amount.

(IV) If you disagree with either of the items (a) - (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:

If you dispute the above information from AV Decking's records, AV Decking's records will control unless you are able to provide documentation that establishes that their records are mistaken. If there is a dispute about whether AV Decking's information or yours is accurate, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form. The Settlement Administrator's determination will be final.

Date: _____

Signature: _____

ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS) MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.

EXHIBIT 2



MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

January 15, 2025

Via Online Filing

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

Via U.S. Certified Mail

AV Decking, Inc. d/b/a AV Metal Decking
5115 N Dysart Road, Suite 202 #607
Litchfield Park, AZ 85340

Via U.S. Certified Mail

AV Decking, Inc. d/b/a AV Metal Decking
c/o Universal Registered Agents, Inc.
12900 Metcalf Avenue
Overland Park, KS 66213

Re: *Justin Braun v. AV Decking, Inc. d.b.a. AV Metal Decking*

To Whom It May Concern:

Please be advised that this law firm represents Justin Braun (“Mr. Braun”) in claims arising from his employment with AV Decking, Inc. doing business as AV Metal Decking and Does 1 through 100 (collectively, “AV Decking”). Mr. Braun is an “aggrieved employee” as defined by Labor Code section 2698, *et seq.* due to AV Decking’s 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 and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, “aggrieved employees” are all current and former aggrieved employees of AV Decking who performed work for AV Decking in California at any time from one year immediately preceding the date of this letter through the date that judgment is entered in Mr. Braun’s contemplated PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

Mr. Braun has been employed by AV Decking as a non-exempt laborer from in or about November 2024 to the present. Mr. Braun’s job entails travelling to various job sites and assisting with construction of decks for AV Decking’s clients. Mr. Braun’s commute to *some* worksites was reasonable, such as 30 minutes to 1 hour. Sometimes, however, and as discussed immediately below, AV Decking would have Mr. Braun travel to farther, more remote jobsites.

AV Decking offer decking construction services throughout the Los Angeles, San Diego, San Bernardino, Riverside areas and other areas of California. During the relevant period, Mr. Braun and other aggrieved employees were required by AV Decking to travel to remote worksites, including instances wherein they would stay in a hotel for the duration of a work project. Mr. Braun and other aggrieved employees were also sometimes required by AV Decking to deliver tools from their home or another location to AV Decking’s worksite. However, AV Decking failed to pay Mr. Braun and other aggrieved employees for the hours traveling to remote

construction sites as compulsory travel time or when delivering tools, resulting in unpaid minimum wages and overtime wages. (*Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575.)

For example, in or about December 2024, AV Decking required Mr. Braun to travel in his personal vehicle from his home in Hesperia, California to a hotel in Chula Vista, California wherein he would stay to work at a job site in Chula Vista for multiple weeks. Along the way, AV Decking also required Mr. Braun to stop and pick up tools for the work site and deliver them to the Chula Vista worksite. Mr. Braun spent approximately 4.5 hours or more traveling from his home to the hotel in Chula Vista. Though Mr. Braun clocked in and out for the time he spent traveling, AV Decking later deducted the entirety of Mr. Braun's travel and delivery time from his time records. As a result, Mr. Braun was paid for *none* of this compulsory travel time by AV Decking, resulting in unpaid minimum wages and overtime wages. On information and belief, AV Decking has otherwise deducted time from Mr. Braun's and other aggrieved employees' time records, resulting in further unpaid wages, including minimum wages and overtime wages.

Further, Mr. Braun and other aggrieved employees are not allowed to clock-in for work until they put on all required gear and tools and arrive "on-deck" to a specific section of the worksite. Typically, it would take Mr. Braun and other aggrieved employees approximately 10 to 20 minutes each day to put on their work gear after arriving at the employee parking lot. This heavy gear could not be worn while driving. As such, employees had to don the gear *after* they arrived at the employee parking lot. Then, Mr. Braun and other aggrieved employees would have to walk approximately .25 miles from the employee parking lot to the deck, which would take about another 5 minutes. This time spent on the employer's premises donning gear at the worksite and then walking to the deck is compensable, as it requires the employees' presence at a location for an employment-related reason other than the necessity of reaching the worksite. (*Huerta v. CSI Electrical Contractors* (2024) 15 Cal.5th 908, 924-925.) Yet as mentioned above, Mr. Braun and other aggrieved employees were not allowed to clock in until they were already in their gear and "on deck." As a result, Mr. Braun and other aggrieved employees have suffered approximately 15-25 minutes of unpaid minimum wage and/or overtime wages each day donning their work gear and walking to the deck.

AV Decking also failed to pay its employees at the proper overtime rate required by Wage Order No. 16 at "one and one-half (1 1/2) times such employee's *regular rate* of pay" (emphasis added). Here, Mr. Braun and other aggrieved employees were given a flat per-diem payment for certain projects and were also paid "on-call" pay. However, AV Decking failed to incorporate these non-discretionary payments and/or higher hourly rates into employees' "regular rate" of pay and paid Mr. Braun and other aggrieved employees an overtime rate of 1.5 times their *base* rate of pay, without taking into account their "on-call" pay or per-diem payments. For example, in the pay period of December 16-22, 2024, Mr. Braun's wage statement reflects that he was paid \$120 in per diem payments (denoted as "SUB" on his wage statement) as well as \$46.30 for one hour of on-call time. Yet Mr. Braun's overtime wages for that pay period were paid at \$30 per hour, which was 1.5 times his *base* rate of \$20 per hour. As a result of this policy/practice, AV Decking has failed to pay Mr. Braun and other aggrieved employees all overtime wages at the proper overtime rate.

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AV Decking has also failed to authorize and permit compliant rest periods to Mr. Braun and other aggrieved employees. Specifically, AV Decking has required Mr. Braun and other aggrieved employees to stay “on-deck” and work through their rest breaks. Despite failing to authorize and permit legally compliant rest periods to Mr. Braun and other aggrieved employees, AV Decking has failed to pay the rest period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, AV Decking has maintained no payroll code or other mechanism for paying rest period premiums when AV Decking failed to authorize and permit a legally compliant rest period.

AV Decking has also required Mr. Braun and other employees to incur business expenses without reimbursement. For example, Mr. Braun and other employees were required to use their personal cell phones for work purposes, including but not limited to downloading and using an application called Workyard to clock in and out for work every day. AV Decking has also required Mr. Braun and other employees to use their personal cell phones to communicate with supervisors. Despite requiring Mr. Braun and other employees to use their personal property for work-related purposes, AV Decking has failed to reimburse them for any portion of their personal expenses, including any portion of their monthly cell phone bill. As a result of the foregoing, Mr. Braun and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must reimburse employees for “reasonable percentage” of their cell phone bills if they are required to use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

Mr. Braun and other employees were also required to use their personal vehicles when traveling to remote construction sites as compulsory travel time and when delivering tools, as described above. These expenses were required to be reimbursed by AV Decking under Labor Code § 2802 as expenses the employees necessarily incurred in performing their employment tasks. (*Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554, 562, 567-568.) However, Mr. Braun and other employees were never provided with any reimbursement for the expenses they incurred for their personal vehicle use from AV Decking.

Mr. Braun and other employees were also required by AV Decking to use several different tools to perform their construction job duties, including drills, saws, hammers, wrenches, tape measures, and hammers. Mr. Braun was required to supply many of his own tools, such as drills, saws, and crowbars, as AV Decking did not offer them. The cost of these tools exceeded \$1,000. Despite requiring Mr. Braun and other employees to supply these tools, AV Decking failed to reimburse them for *any* portion of the cost of their tools. And, Mr. Braun and many other employees do not earn two times the minimum wage, and therefore the exception under Wage Order 16, § 8(B) does not apply to them.

The limited tools that AV Decking *did* offer to Mr. Braun and other employees for their construction job duties, such as tool bags, tape measures, hammers, and harnesses, they would only provide to them at a cost. Specifically, if Mr. Braun or other employees required AV Decking’s tools for work, AV Decking would make deductions from employees’ wages for the costs of these tools. For example, AV Decking deducted \$110.00 from Mr. Braun’s December 27, 2024 paycheck for “CTOOLS&EQUIP,” which referred to a deduction to cover the cost of tools. Such deductions are unlawful, as AV Decking are required to provide necessary tools and cannot pass on such costs to their employees.

As a result of AV Decking's unlawful practices described above, AV Decking has maintained inaccurate time and payroll records, and have issued inaccurate wage statements to Mr. Braun and other aggrieved employees. Further, the wage statements issued by AV Decking are facially deficient as they fail to contain the address of the employer, in violation of Labor Code § 226(a)(8).

Mr. Braun made several complaints about his pay, lack of compliant rest breaks, unlawful deduction of wages, failure to reimburse him for tool expenses, and AV Decking's general failure to abide by California labor laws directly to the owner of AV Decking, Anthony Velez ("Velez"). In response, Velez said "F*ck California laws" (or words to that effect) and refused to make any changes to AV Decking's unlawful employment practices. Each time Mr. Braun complained to AV Decking about their violations of California labor laws, AV Decking responded with the same hostility towards Mr. Braun and failed to make any efforts towards compliance.

On information and belief, AV Decking has engaged in the above unlawful practices throughout the putative class period and continuing to the present.

As described above, AV Decking committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 16 ("Wage Order 16"):

Minimum Wage Violations

AV Decking was, and is, required to pay Mr. Braun and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. See Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, 1198, and Wage Order 16, § 4. As alleged above, AV Decking maintained, and continues to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Mr. Braun and other aggrieved employees for all hours worked. As a result of these policies/practices, Mr. Braun and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

Overtime Violations

AV Decking was, and is, required to properly compensate employees, including Mr. Braun and other aggrieved employees, for all overtime hours worked pursuant to Labor Code sections 510 and 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay an employee "one and one-half (1½) times [the] employee's regular rate of pay" for work in excess of 8 hours per workday or over 40 hours in a workweek and for the first eight (8) hours on the seventh (7th) day of work. Wage Order 16, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in the workweek. As alleged herein, AV Decking has failed to properly pay overtime and/or double-time wages to Mr. Braun and other aggrieved employees, in violation of California law.

Rest Period Violations

As alleged herein, AV Decking has failed in its affirmative obligation to authorize and permit its aggrieved employees in California, including Mr. Braun and other aggrieved employees, all legally-compliant, paid rest periods in accordance with the mandates of the California Labor Code and Wage Order 16. Despite AV Decking's violations, AV Decking has not paid an

additional hour of pay to Mr. Braun and other aggrieved employees at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.2, 226.7, 516, and 1198.

Wage Statement and Recordkeeping Violations

As alleged above, AV Decking has, as a matter of uniform policy and practice, failed to furnish Mr. Braun and other aggrieved employees with complete and accurate wage statements with respect to, *inter alia*, total hours worked, gross and net wages earned, and hours worked at each rate of pay, in violation of Labor Code § 226(a). AV Decking has also failed to maintain accurate records of, *inter alia*, aggrieved employees' hours worked and meal periods taken, in violation of Labor Code §§ 1174, 1198, and 1199 and Wage Order 16, § 6.

Unlawful Wage Deductions

As alleged above, AV Decking has unlawfully deducted from Mr. Braun's and other aggrieved employees' wages in violation of Labor Code sections 221 and 224. Employers may not take deductions from an employee's earned wages, except in certain limited circumstances not relevant here. (Lab. Code §§ 221, 224.) Moreover, it is unlawful under Labor Code § 2802 to require employees to incur the cost of tools that the employer is required to provide. Despite the deductions made by AV Decking not being lawful, AV Decking did deduct such wages from Mr. Braun and other aggrieved employees, resulting in them not receiving all wages due.

Failure to Reimburse Expenses

Mr. Braun and other aggrieved employees have been required to use their personal cell phones, tools, vehicles, and/or other personal items, for work purposes and/or purchase other items for work without reimbursement. Although Mr. Braun and other aggrieved employees incurred these expenses in direct discharge of their job duties and/or at AV Decking's direction, AV Decking has not reimbursed them for their necessary work expenditures during the relevant time period. AV Decking's policy of not providing reimbursement for necessary work expenditures violates 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. Braun and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses.

Mr. Braun is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present and are ongoing. As an "aggrieved employee," Mr. Braun will initiate a civil action on behalf of himself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Braun's investigation, and on information and belief, AV Decking has committed the following Labor Code violations:

- a. AV Decking has violated Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Braun and other aggrieved employees at least the statutory minimum wage for all hours worked;

- b. AV Decking has violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Braun and other aggrieved employees all overtime and/or double-time compensation earned;
- c. AV Decking has violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit all legally required rest periods and by failing to pay rest period premiums to Mr. Braun and other aggrieved employees at the employees' respective regular rates of compensation for rest period violations;
- d. AV Decking has violated Labor Code §§ 226 and 1198 by failing to furnish Mr. Braun and other aggrieved employees with accurate and complete itemized wage statements;
- e. AV Decking has violated Labor Code §§ 1174, 1198, and 1199 by failing to maintain accurate records of the hours worked by Mr. Braun and other aggrieved employees;
- f. AV Decking has violated Labor Code §§ 221, 224, and 2802 by unlawfully deducting wages from Mr. Braun and other aggrieved employees;
- g. AV Decking has violated Labor Code §§ 2802, 2804, and 1198 by failing to reimburse or indemnify Mr. Braun and other aggrieved employees for business expenses incurred in the course of their employment;

Pursuant to Labor Code section 2699.3, please notify our office and AV Decking if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
MARQUEE LAW GROUP, A.P.C.



Tuvia Korobkin



Tuvia Korobkin <tuvia@marqueelaw.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "tuvia@marqueelaw.com" <tuvia@marqueelaw.com>

Wed, Jan 15, 2025 at 2:44 PM

1/15/2025

LWDA Case No. LWDA-CM-1073402-25
Law Firm : Marquee Law Group, APC
Plaintiff Name : Justin Braun
Employer: AV Decking, 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



MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

June 4, 2026

Via Online Filing

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

Via E-Mail

AV Decking, Inc. d/b/a AV Metal Decking
c/o Alexis Sadakane, Esq.
asadakane@swlaw.com
Snell & Wilmer LLP
600 Anton Blvd, Suite 1400
Costa Mesa, CA 92626

Re: *Justin Braun v. AV Decking, Inc. d.b.a. AV Metal Decking*
LWDA Case No. LWDA-CM-1073402-25

To Whom It May Concern:

This letter supplements the original PAGA notice letter that was submitted by Justin Braun ("Mr. Braun"), a former employee of AV Decking, Inc. dba AV Metal Decking ("AV Decking"), on or about January 15, 2025. The original PAGA notice letter is attached hereto as **Exhibit A** and incorporated herein by reference. Specifically, this letter adds a claim for meal period violations in violation of Labor Code §§ 226.7, 512, and 1198, and a claim for failure to timely pay final wages in violation of Labor Code §§ 201-203.

Mr. Braun alleges that he and other aggrieved employees were not always provided lawful meal periods. Specifically, meal periods were sometimes not provided until after 5 hours of work, as Mr. Braun and other aggrieved employees needed to finish specific projects or job duties before they were allowed to take meal periods. In addition, Mr. Braun and other aggrieved employees were not provided second meal periods on shifts over 10 hours.

As a result of AV Decking's unlawful practices described herein and in the original PAGA notice letter, Mr. Braun alleges that AV Decking has failed to timely pay final wages to Mr. Braun and other aggrieved employees.

On information and belief, AV Decking has engaged in the above unlawful practices throughout the relevant time period and continuing to the present.

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As described above, AV Decking committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 16 ("Wage Order 16"), in addition to those identified in Mr. Braun's original PAGA notice letter:

Meal Period Violations

As alleged herein, AV Decking has failed in its affirmative obligation to provide aggrieved its employees in California, including Mr. Braun and other aggrieved employees, all legally-compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 16. Despite AV Decking's violations, AV Decking has not paid an additional hour of pay to Mr. Braun and other aggrieved employees at their respective regular rates of compensation, in accordance with California Labor Code §§ 226.7, 512, and 1198.

Failure to Timely Pay Final Wages

As alleged herein, AV Decking has failed to pay Mr. Braun and other aggrieved employees all wages owed to them at the time of termination of employment, including but not limited to all minimum and overtime wages, and meal and rest period premium wages. This violates Labor Code §§ 201-203, which require prompt payment of all wages due at the end of employment when an employee is terminated or quits.

Mr. Braun is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present and are ongoing. As an "aggrieved employee," Mr. Braun will initiate a civil action on behalf of himself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Braun's investigation, and on information and belief, AV Decking has committed the following Labor Code violations, in addition to those described in Mr. Braun's original PAGA notice:

- a. AV Decking has violated Labor Code §§ 226.7, 512, and 1198 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Mr. Braun and other aggrieved employees at the employees' respective regular rates of compensation for rest period violations;
- b. AV Decking has violated Labor Code §§ 201-203 by failing to pay Mr. Braun and other aggrieved employees all wages due at the separation of their employment.

Please contact me should you require additional information.

Very truly yours,
MARQUEE LAW GROUP, A.P.C.



Tuvia Korobkin

EXHIBIT A



MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

January 15, 2025

Via Online Filing

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

Via U.S. Certified Mail

AV Decking, Inc. d/b/a AV Metal Decking
5115 N Dysart Road, Suite 202 #607
Litchfield Park, AZ 85340

Via U.S. Certified Mail

AV Decking, Inc. d/b/a AV Metal Decking
c/o Universal Registered Agents, Inc.
12900 Metcalf Avenue
Overland Park, KS 66213

Re: *Justin Braun v. AV Decking, Inc. d.b.a. AV Metal Decking*

To Whom It May Concern:

Please be advised that this law firm represents Justin Braun (“Mr. Braun”) in claims arising from his employment with AV Decking, Inc. doing business as AV Metal Decking and Does 1 through 100 (collectively, “AV Decking”). Mr. Braun is an “aggrieved employee” as defined by Labor Code section 2698, *et seq.* due to AV Decking’s 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 and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, “aggrieved employees” are all current and former aggrieved employees of AV Decking who performed work for AV Decking in California at any time from one year immediately preceding the date of this letter through the date that judgment is entered in Mr. Braun’s contemplated PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

Mr. Braun has been employed by AV Decking as a non-exempt laborer from in or about November 2024 to the present. Mr. Braun’s job entails travelling to various job sites and assisting with construction of decks for AV Decking’s clients. Mr. Braun’s commute to *some* worksites was reasonable, such as 30 minutes to 1 hour. Sometimes, however, and as discussed immediately below, AV Decking would have Mr. Braun travel to farther, more remote jobsites.

AV Decking offer decking construction services throughout the Los Angeles, San Diego, San Bernardino, Riverside areas and other areas of California. During the relevant period, Mr. Braun and other aggrieved employees were required by AV Decking to travel to remote worksites, including instances wherein they would stay in a hotel for the duration of a work project. Mr. Braun and other aggrieved employees were also sometimes required by AV Decking to deliver tools from their home or another location to AV Decking’s worksite. However, AV Decking failed to pay Mr. Braun and other aggrieved employees for the hours traveling to remote

construction sites as compulsory travel time or when delivering tools, resulting in unpaid minimum wages and overtime wages. (*Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575.)

For example, in or about December 2024, AV Decking required Mr. Braun to travel in his personal vehicle from his home in Hesperia, California to a hotel in Chula Vista, California wherein he would stay to work at a job site in Chula Vista for multiple weeks. Along the way, AV Decking also required Mr. Braun to stop and pick up tools for the work site and deliver them to the Chula Vista worksite. Mr. Braun spent approximately 4.5 hours or more traveling from his home to the hotel in Chula Vista. Though Mr. Braun clocked in and out for the time he spent traveling, AV Decking later deducted the entirety of Mr. Braun's travel and delivery time from his time records. As a result, Mr. Braun was paid for *none* of this compulsory travel time by AV Decking, resulting in unpaid minimum wages and overtime wages. On information and belief, AV Decking has otherwise deducted time from Mr. Braun's and other aggrieved employees' time records, resulting in further unpaid wages, including minimum wages and overtime wages.

Further, Mr. Braun and other aggrieved employees are not allowed to clock-in for work until they put on all required gear and tools and arrive "on-deck" to a specific section of the worksite. Typically, it would take Mr. Braun and other aggrieved employees approximately 10 to 20 minutes each day to put on their work gear after arriving at the employee parking lot. This heavy gear could not be worn while driving. As such, employees had to don the gear *after* they arrived at the employee parking lot. Then, Mr. Braun and other aggrieved employees would have to walk approximately .25 miles from the employee parking lot to the deck, which would take about another 5 minutes. This time spent on the employer's premises donning gear at the worksite and then walking to the deck is compensable, as it requires the employees' presence at a location for an employment-related reason other than the necessity of reaching the worksite. (*Huerta v. CSI Electrical Contractors* (2024) 15 Cal.5th 908, 924-925.) Yet as mentioned above, Mr. Braun and other aggrieved employees were not allowed to clock in until they were already in their gear and "on deck." As a result, Mr. Braun and other aggrieved employees have suffered approximately 15-25 minutes of unpaid minimum wage and/or overtime wages each day donning their work gear and walking to the deck.

AV Decking also failed to pay its employees at the proper overtime rate required by Wage Order No. 16 at "one and one-half (1 1/2) times such employee's *regular rate* of pay" (emphasis added). Here, Mr. Braun and other aggrieved employees were given a flat per-diem payment for certain projects and were also paid "on-call" pay. However, AV Decking failed to incorporate these non-discretionary payments and/or higher hourly rates into employees' "regular rate" of pay and paid Mr. Braun and other aggrieved employees an overtime rate of 1.5 times their *base* rate of pay, without taking into account their "on-call" pay or per-diem payments. For example, in the pay period of December 16-22, 2024, Mr. Braun's wage statement reflects that he was paid \$120 in per diem payments (denoted as "SUB" on his wage statement) as well as \$46.30 for one hour of on-call time. Yet Mr. Braun's overtime wages for that pay period were paid at \$30 per hour, which was 1.5 times his *base* rate of \$20 per hour. As a result of this policy/practice, AV Decking has failed to pay Mr. Braun and other aggrieved employees all overtime wages at the proper overtime rate.

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AV Decking has also failed to authorize and permit compliant rest periods to Mr. Braun and other aggrieved employees. Specifically, AV Decking has required Mr. Braun and other aggrieved employees to stay “on-deck” and work through their rest breaks. Despite failing to authorize and permit legally compliant rest periods to Mr. Braun and other aggrieved employees, AV Decking has failed to pay the rest period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, AV Decking has maintained no payroll code or other mechanism for paying rest period premiums when AV Decking failed to authorize and permit a legally compliant rest period.

AV Decking has also required Mr. Braun and other employees to incur business expenses without reimbursement. For example, Mr. Braun and other employees were required to use their personal cell phones for work purposes, including but not limited to downloading and using an application called Workyard to clock in and out for work every day. AV Decking has also required Mr. Braun and other employees to use their personal cell phones to communicate with supervisors. Despite requiring Mr. Braun and other employees to use their personal property for work-related purposes, AV Decking has failed to reimburse them for any portion of their personal expenses, including any portion of their monthly cell phone bill. As a result of the foregoing, Mr. Braun and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and *Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must reimburse employees for “reasonable percentage” of their cell phone bills if they are required to use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

Mr. Braun and other employees were also required to use their personal vehicles when traveling to remote construction sites as compulsory travel time and when delivering tools, as described above. These expenses were required to be reimbursed by AV Decking under Labor Code § 2802 as expenses the employees necessarily incurred in performing their employment tasks. (*Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554, 562, 567-568.) However, Mr. Braun and other employees were never provided with any reimbursement for the expenses they incurred for their personal vehicle use from AV Decking.

Mr. Braun and other employees were also required by AV Decking to use several different tools to perform their construction job duties, including drills, saws, hammers, wrenches, tape measures, and hammers. Mr. Braun was required to supply many of his own tools, such as drills, saws, and crowbars, as AV Decking did not offer them. The cost of these tools exceeded \$1,000. Despite requiring Mr. Braun and other employees to supply these tools, AV Decking failed to reimburse them for *any* portion of the cost of their tools. And, Mr. Braun and many other employees do not earn two times the minimum wage, and therefore the exception under Wage Order 16, § 8(B) does not apply to them.

The limited tools that AV Decking *did* offer to Mr. Braun and other employees for their construction job duties, such as tool bags, tape measures, hammers, and harnesses, they would only provide to them at a cost. Specifically, if Mr. Braun or other employees required AV Decking’s tools for work, AV Decking would make deductions from employees’ wages for the costs of these tools. For example, AV Decking deducted \$110.00 from Mr. Braun’s December 27, 2024 paycheck for “CTOOLS&EQUIP,” which referred to a deduction to cover the cost of tools. Such deductions are unlawful, as AV Decking are required to provide necessary tools and cannot pass on such costs to their employees.

As a result of AV Decking's unlawful practices described above, AV Decking has maintained inaccurate time and payroll records, and have issued inaccurate wage statements to Mr. Braun and other aggrieved employees. Further, the wage statements issued by AV Decking are facially deficient as they fail to contain the address of the employer, in violation of Labor Code § 226(a)(8).

Mr. Braun made several complaints about his pay, lack of compliant rest breaks, unlawful deduction of wages, failure to reimburse him for tool expenses, and AV Decking's general failure to abide by California labor laws directly to the owner of AV Decking, Anthony Velez ("Velez"). In response, Velez said "F*ck California laws" (or words to that effect) and refused to make any changes to AV Decking's unlawful employment practices. Each time Mr. Braun complained to AV Decking about their violations of California labor laws, AV Decking responded with the same hostility towards Mr. Braun and failed to make any efforts towards compliance.

On information and belief, AV Decking has engaged in the above unlawful practices throughout the putative class period and continuing to the present.

As described above, AV Decking committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 16 ("Wage Order 16"):

Minimum Wage Violations

AV Decking was, and is, required to pay Mr. Braun and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. See Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, 1198, and Wage Order 16, § 4. As alleged above, AV Decking maintained, and continues to maintain, timekeeping policies/practices and pay policies/practices that regularly, systematically, and impermissibly fail to compensate Mr. Braun and other aggrieved employees for all hours worked. As a result of these policies/practices, Mr. Braun and other aggrieved employees have been, and continue to be, deprived of all required minimum wages.

Overtime Violations

AV Decking was, and is, required to properly compensate employees, including Mr. Braun and other aggrieved employees, for all overtime hours worked pursuant to Labor Code sections 510 and 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay an employee "one and one-half (1½) times [the] employee's regular rate of pay" for work in excess of 8 hours per workday or over 40 hours in a workweek and for the first eight (8) hours on the seventh (7th) day of work. Wage Order 16, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in the workweek. As alleged herein, AV Decking has failed to properly pay overtime and/or double-time wages to Mr. Braun and other aggrieved employees, in violation of California law.

Rest Period Violations

As alleged herein, AV Decking has failed in its affirmative obligation to authorize and permit its aggrieved employees in California, including Mr. Braun and other aggrieved employees, all legally-compliant, paid rest periods in accordance with the mandates of the California Labor Code and Wage Order 16. Despite AV Decking's violations, AV Decking has not paid an

additional hour of pay to Mr. Braun and other aggrieved employees at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.2, 226.7, 516, and 1198.

Wage Statement and Recordkeeping Violations

As alleged above, AV Decking has, as a matter of uniform policy and practice, failed to furnish Mr. Braun and other aggrieved employees with complete and accurate wage statements with respect to, *inter alia*, total hours worked, gross and net wages earned, and hours worked at each rate of pay, in violation of Labor Code § 226(a). AV Decking has also failed to maintain accurate records of, *inter alia*, aggrieved employees' hours worked and meal periods taken, in violation of Labor Code §§ 1174, 1198, and 1199 and Wage Order 16, § 6.

Unlawful Wage Deductions

As alleged above, AV Decking has unlawfully deducted from Mr. Braun's and other aggrieved employees' wages in violation of Labor Code sections 221 and 224. Employers may not take deductions from an employee's earned wages, except in certain limited circumstances not relevant here. (Lab. Code §§ 221, 224.) Moreover, it is unlawful under Labor Code § 2802 to require employees to incur the cost of tools that the employer is required to provide. Despite the deductions made by AV Decking not being lawful, AV Decking did deduct such wages from Mr. Braun and other aggrieved employees, resulting in them not receiving all wages due.

Failure to Reimburse Expenses

Mr. Braun and other aggrieved employees have been required to use their personal cell phones, tools, vehicles, and/or other personal items, for work purposes and/or purchase other items for work without reimbursement. Although Mr. Braun and other aggrieved employees incurred these expenses in direct discharge of their job duties and/or at AV Decking's direction, AV Decking has not reimbursed them for their necessary work expenditures during the relevant time period. AV Decking's policy of not providing reimbursement for necessary work expenditures violates 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. Braun and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses.

Mr. Braun is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present and are ongoing. As an "aggrieved employee," Mr. Braun will initiate a civil action on behalf of himself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Braun's investigation, and on information and belief, AV Decking has committed the following Labor Code violations:

- a. AV Decking has violated Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Braun and other aggrieved employees at least the statutory minimum wage for all hours worked;

- b. AV Decking has violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Braun and other aggrieved employees all overtime and/or double-time compensation earned;
- c. AV Decking has violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit all legally required rest periods and by failing to pay rest period premiums to Mr. Braun and other aggrieved employees at the employees' respective regular rates of compensation for rest period violations;
- d. AV Decking has violated Labor Code §§ 226 and 1198 by failing to furnish Mr. Braun and other aggrieved employees with accurate and complete itemized wage statements;
- e. AV Decking has violated Labor Code §§ 1174, 1198, and 1199 by failing to maintain accurate records of the hours worked by Mr. Braun and other aggrieved employees;
- f. AV Decking has violated Labor Code §§ 221, 224, and 2802 by unlawfully deducting wages from Mr. Braun and other aggrieved employees;
- g. AV Decking has violated Labor Code §§ 2802, 2804, and 1198 by failing to reimburse or indemnify Mr. Braun and other aggrieved employees for business expenses incurred in the course of their employment;

Pursuant to Labor Code section 2699.3, please notify our office and AV Decking if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
MARQUEE LAW GROUP, A.P.C.



Tuvia Korobkin



Tuvia Korobkin <tuvia@marqueelaw.com>

Thank you for your Amended PAGA Claim Notice Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: tuvia@marqueelaw.com

Thu, Jun 4, 2026 at 6:56 PM

06/04/2026 06:55:55 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

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