

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JUAN DORANTES MIRANDA, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

C M C STEEL FABRICATORS, INC., dba
CMC REBAR, a Texas corporation; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO. CIVSB2511003

*[Assigned for all purposes to the Hon.
Wilfred J. Schneider, Jr., Dept. S32]*

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

Date: August 27, 2026
Time: 8:30 a.m.
Dept.: S32

Action Filed: April 17, 2025
Trial Date: None Set

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I, MATTHEW K. MOEN, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and counsel for the named Plaintiff Juan Dorantes Miranda (“Plaintiff”) in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently staffed on over forty (40) active wage and hour class actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour class actions.

5. I have been appointed as Class Counsel in over fifty (50) class action settlements that have been granted final approval. The following is a non-exhaustive list of the recent wage and hour class actions in which I have been named as Class Counsel and awarded attorney's fees

1 following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*, Case No. 37-
2 2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G. Freestone,
3 presiding (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 for
4 work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782,
5 San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding (awarding
6 attorney's fees following a lodestar cross-check based on a rate of \$650 per hour for work
7 performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No. 30-2022-
8 01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
9 presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of
10 \$650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion Learning, Inc.*, Case No.
11 2:21-cv-06732-JAK (ASx), United States District Court, Central District of California, Honorable
12 John A. Kronstadt, presiding (approving and finding reasonable an hourly rate of \$650 for work
13 performed in 2022-2024); *Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No.
14 CIVSB2209126, San Bernardino County Superior Court, Honorable Wilfred J. Schneider, Jr.,
15 presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of
16 \$650 for work performed in 2022-2024); *Karen Trudelle, et al. v. Children of the Rainbow, Inc.*,
17 Lead Case No. 37-2022-00034860-CU-OE-CTL, San Diego County Superior Court, Honorable
18 Robert Longstreth, presiding (awarding attorney's fees following a lodestar cross-check based on
19 an hourly rate of \$650 for work performed in 2022-2024); *Ruben Hernandez, et al. v. Neovia*
20 *Logistics Services, LLC, et al.*, Case No. CIVSB2305867, San Bernardino County Superior Court,
21 Honorable Tony Raphael, presiding (using an hourly rate of \$650 for work performed in 2023-
22 2025); *Jonathan Jauregui Gutierrez, et al. v. PASHA Automotive Services*, Case No. 37-2021-
23 00011967-CU-CO-CTL, San Diego County Superior Court, Honorable Katherine A. Bacal,
24 presiding (using an hourly rate of \$650 for work performed in 2021-2025); *Raul Camacho, et al.*
25 *v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange
26 County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of \$650 for
27 work performed in 2018-2025); *Chrisian Alanis v. Leonard Roofing, Inc.*, Case No. BC672028,
28 Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an

hourly rate of \$650 for work performed in 2018-2025); *Georgina Espinoza, et al. v. Warehouse Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County Superior Court, Honorable Theodore C. Zayner, presiding (using an hourly rate of \$650 for work performed in 2021-2025); *In Re: Stanislaus Food Products Company Employment Cases*, Lead Case No. CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland, presiding (using an hourly rate of \$725 for work performed in 2023-2025); *Samantha Vvanti, et al. v. O'Reilly Auto Enterprises, LLC*, Case No. 19STCV00091, Los Angeles County Superior Court, Honorable Timothy Patrick Dillon, presiding (using an hourly rate of \$725 for work performed in 2022-2025); and *John Ledbetter, et al. v. CJ Logistics America, LLC*, Case No. CIVSB2207118, San Bernardino County Superior Court, Honorable David E. Driscoll, presiding (using an hourly rate of \$725 for work performed in 2022-2025).

6. So far in 2026, I have been awarded attorney's fees following a lodestar cross-check based on an hourly rate of \$775 per hour in the following cases:

- *Vicente Sandoval v. Cybex Security Solutions, LLC, et al.*, Case No. 30-2024-01398109-CU-OE-CXC, Orange County Superior Court, Honorable Layne H. Melzer, presiding (using an hourly rate of \$775 for work performed in 2024-2026);
- *Falcao Rivelino Hernandez, et al. v. LDI Mechanical, Inc.*, Case No. CVRI2401542, Riverside County Superior Court, Honorable Harold W. Hopp, presiding (using an hourly rate of \$775 for work performed in 2024-2026);
- *Jose Fuentes v. Southwest Material Handling, Inc.*, Case No. CVRI2404365, Riverside County Superior Court, Honorable Harold W. Hopp, presiding (using an hourly rate of \$775 for work performed in 2024-2026); and
- *Brianna McCulin, et al. v. South Coast Children's Society, Inc.*, Case No. 25STCV09319, Los Angeles County Superior Court, Honorable Elaine Lu, presiding (using an hourly rate of \$775 for work performed in 2025-2026).

7. I have also been appointed as Class Counsel following a contested motion to certify one or more classes in three (3) class action lawsuits, including as the lead litigation attorney in the following cases:

- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

8. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. 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.

9. I confirm that I do not have any interest or involvement in, and am not affiliated with, the proposed settlement administrator, Phoenix Settlement Administrators (“Phoenix”). Further, I am not aware of any representative or other collective action pending in this or any court that asserts claims similar to those in this action that could be extinguished or adversely affected by this Settlement.

10. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation since its inception, and believe that the proposed settlement in this action is a fair and reasonable result for the State of California and all Aggrieved Employees.

11. Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) entered into between Plaintiff and Defendant C M C Steel Fabricators, Inc., dba CMC Rebar (“Defendant”). Attached hereto as **Exhibit 2** is a true and correct copy of the proposed Notice of PAGA Settlement and Release of Claims (“PAGA Notice”).

12. Concurrently with the filing of Plaintiff’s motion, Plaintiff provided notice of the proposed Settlement, a copy of the Motion, and all papers filed in support thereof, to the California Labor and Workforce Development Agency (“LWDA”). Attached hereto as **Exhibit 3** is a true

1 and correct copy of Plaintiff's Settlement submission to the LWDA and the LWDA's
2 confirmation of receipt.

3 13. Attached hereto as **Exhibit 4** is a true and correct copy of my firm's expense report
4 for this matter. Although the Settlement provides for reimbursement of Plaintiff's verified
5 litigation costs and expenses "up to \$30,000.00," Plaintiff's counsel is requesting an expense
6 reimbursement of only \$26,505.18. Although Plaintiff's Counsel's expense summary identifies
7 Plaintiff's Counsel's to-date out of pocket expenses as \$26,241.45, the total amount that
8 Plaintiff's Counsel is requesting for expense reimbursement (\$26,505.18) includes an additional
9 \$263.73 in reasonably anticipated future costs for the filing and service of this Motion and the
10 Settlement Administrator's final accounting declaration, as well as attending the hearings on this
11 Motion and final accounting hearing, which will be incurred by Plaintiff's Counsel following the
12 filing of this Motion.

13 14. Although the Settlement provides for an Administration Expenses Payment "not
14 to exceed \$15,000.00," Plaintiff requests a payment of \$4,500.00 to Phoenix for all settlement
15 administration tasks to be performed, pursuant to the administration bid provided by Phoenix.

16 15. Defendant operates a metal manufacturing business based out of Texas with
17 various locations in California, including in Fontana in San Bernardino County. Plaintiff was
18 employed by Defendant as a non-exempt Machine Operator at its Fontana location from
19 approximately October 2023 to approximately January 2025, first through a staffing agency
20 before being hired as a direct-hire employee on March 11, 2024. Plaintiff's primary job duties
21 consisted of cutting cable. Plaintiff, like all Aggrieved Employees, was subject to Defendant's
22 wage and hour policies and practices.

23 16. On April 17, 2025, Plaintiff filed a class action lawsuit against Defendant and other
24 named defense entities in San Bernardino County Superior Court, alleging that Defendant failed
25 to: (i) pay all minimum wages owed; (ii) pay all overtime wages owed; (iii) authorize and permit
26 all lawful rest periods; (iv) reimburse all necessary business expenses incurred; (v) issue accurate
27 itemized wage statements; (vi) timely pay all final wages owed upon separation; and (vii) comply
28 with California's Unfair Competition laws. After exhausting his pre-filing requirements, Plaintiff

1 filed the First Amended Complaint on June 24, 2025, adding a cause of action for civil penalties
2 under PAGA premised upon the same underlying Labor Code violations. On July 29, 2025,
3 Plaintiff dismissed one named defendant and his individual and class action claims, without
4 prejudice, due to the presence of an arbitration agreement Plaintiff signed during his employment
5 with Defendant, and has since been proceeding on a PAGA-only basis. On January 28, 2026, the
6 remaining improperly named defendant entities were dismissed from the Action, without
7 prejudice, leaving Defendant as the only named defendant in the Action. On February 27, 2026,
8 Defendant removed the Action to the United States District Court, Central District of California.

9 17. On March 9, 2026, the parties attended mediation with mediator Todd A. Smith,
10 Esq., an experienced wage and hour mediator. Prior to attending mediation, Defendant provided
11 Plaintiff with a 20% representative sampling of the Aggrieved Employees' timekeeping and
12 payroll records spanning the relevant time period, as well as policy documents and key data points.
13 Plaintiff then retained an expert with a Ph.D. in economics to examine Defendant's produced data
14 and conduct an exposure analysis for the claims at issue. During mediation, the parties debated
15 the legal bases for their claims and defenses, their respective data analyses, and their positions
16 regarding the extent to which the Court might reduce any PAGA penalties recovered. At the
17 conclusion of mediation, Mr. Smith made a mediator's proposal to resolve Plaintiff's PAGA
18 claim, which the parties ultimately accepted. Over the following months, the parties negotiated
19 the final terms of the proposed Settlement.

20 18. On March 25, 2026, the parties remanded the Action to the San Bernardino County
21 Superior Court for purposes of seeking settlement approval. As a material term of the parties'
22 Settlement, Plaintiff sent a supplemental PAGA letter to the LWDA on June 1, 2026, clarifying
23 the Labor Code violations asserted by Plaintiff under PAGA that had been analyzed prior to
24 mediation and included in the parties' settlement negotiations. On June 23, 2026, Plaintiff filed
25 the operative Second Amended Complaint, incorporating the factual allegations and claims
26 alleged in Plaintiff's Supplemental PAGA Letter into the Action. Attached hereto as **Exhibit 5**
27 are true and correct copies of Plaintiff's April 17, 2025 and June 1, 2026 PAGA Notice Letters to
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the Labor & Workforce Development Agency (“LWDA”), and the LWDA’s confirmations of receipt.

19. Plaintiff alleges that Defendant failed to pay Plaintiff and the Aggrieved Employees all minimum and overtime wages owed. Specifically, Plaintiff asserts that Defendant maintained an unlawful rounding practice that resulted in Defendant systematically underpaying Plaintiff and Aggrieved Employees all earned wages. In response, Defendant argues that its rounding practice is neutral and operated in an even-handed way, which Defendants assert is lawful under the court’s ruling in *See’s Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889. Moreover, Defendant asserts that, even if employees clocked in prior to the scheduled start of their shift, no work could be performed until safety announcements were made by supervisors, which always took place after the scheduled start of the shift. Further, Defendant discontinued its rounding practice in May 2025, and therefore argued Plaintiff had significantly overstated the significance of its rounding practice. Finally, because *Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, has been granted review by the California Supreme Court, the decision is only persuasive, not binding authority, and Plaintiff faces the risk that the *Camp* holding could be reversed, rendering Plaintiff’s reliance on *Camp* misplaced.

20. Plaintiff further asserts that Defendant paid Plaintiff and the Aggrieved Employees non-discretionary bonuses based on company sales and other forms of incentive pay that cannot be excluded from the regular rate of pay as a matter of law, but failed to properly incorporate the value of these earned non-discretionary bonuses when calculating the regular rate of pay, resulting in unpaid overtime wages and sick pay wages. Defendant, however, argues that the bonuses in question were properly included in the regular rate of pay, and paid to employees as an overtime true-up within the reported value of the bonus itself. As a result, Defendant asserts that Plaintiff’s regular rate claim fails on its merits.

21. Plaintiff also asserts that Defendant failed to provide Aggrieved Employees with all timely duty-free, uninterrupted 30-minute meal periods to which they were entitled. Specifically, Plaintiff asserts Defendant implemented its time rounding policy/practice with respect to Plaintiff’s and the Aggrieved Employees’ meal period time punches, thus masking and

1 making appear lawful meal periods that were actually late, short, and interrupted. As with
2 Plaintiff's minimum and overtime wage theories, Defendant contends it maintained lawful written
3 meal period and timekeeping policies and lawful practices throughout the PAGA Period.
4 Defendant asserts that its time records show compliance with meal period laws throughout the
5 PAGA Period, and that it discontinued its rounding practice in May 2025, rendering Plaintiff's
6 theory of liability meritless for most of the PAGA Period.

7 22. Plaintiff also alleges that Defendant failed to authorize and permit Plaintiff and the
8 Aggrieved Employees to take all legally compliant rest periods to which they were entitled.
9 Specifically, Defendant failed to authorize and permit Plaintiff and the Aggrieved Employees to
10 take a third 10-minute, duty-free rest period unless the employee worked more than 12.0 hours,
11 rather than 10.0 hours, resulting in Defendant's failure to authorize and permit third rest periods
12 for shifts lasting between 10.0 and 12.0 hours in length. In response, Defendant contends it
13 maintained lawful rest period policies/practices at all times, and authorized and permitted all
14 lawful rest periods to which Plaintiff and the Aggrieved Employees were entitled. Further,
15 Defendant argues it scheduled employee rest periods to be taken by all employees in a work crew
16 simultaneously in the middle of every work period, which included a third rest period that
17 occurred after 10.0 hours but prior to 12.0 hours into the employees' shifts. Thus, Defendant
18 argues the rest period claim fails on the merits.

19 23. In addition, Plaintiff alleges that Defendant required Plaintiff and the Aggrieved
20 Employees to use their personal cellular phones to communicate with supervisors for work-related
21 purposes, but did not reimburse Plaintiff and other Aggrieved Employees for a reasonable portion
22 of their monthly cellular phone bills. In response, Defendant argues it maintained a practice to
23 reimburse all necessary business expenditures and that, to the extent that any expenses were not
24 reimbursed, they were not reasonably incurred. Defendant also maintains that this claim will fail
25 on its merits since, Defendant argues, due to safety concerns present in its facility as a result of
26 machines constantly in operation, cell phone use by employees was strictly banned on the
27 production floor per written policy. Instead, supervisors had radios that they used to communicate
28 with employees, but cell phones were strictly prohibited.

1 24. Finally, Plaintiff alleges that, as a result of Defendant’s failure to pay all overtime
2 wages, minimum wages, sick pay wages, and meal and rest period premium wages owed,
3 Defendant also maintained inaccurate payroll records, issued inaccurate wage statements, and
4 failed to pay all final wages owed to Plaintiff and the Aggrieved Employees upon their separations
5 from employment. In response, Defendant argues that Plaintiff’s underlying claims will fail, and
6 as a result, the derivative claims will also fail. Defendant also argues that, given its asserted good
7 faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties
8 awarded. Further, Defendant argues that the PAGA reform that applies to cases filed after June
9 19, 2024—including the instant case—provides that the heightened \$200 per pay period penalty
10 applies only if the Labor Commissioner or any Court has issued a finding or determination that
11 the employer’s policy or practice was unlawful, or the Court finds that the employer’s conduct
12 was malicious, fraudulent, or oppressive. Therefore, Defendant asserts that Plaintiff could only
13 seek PAGA penalties at the \$100 “initial” violation rate. Moreover, Defendant argued that it took
14 all reasonable steps to prospectively be in compliance with all provisions of the Labor Code
15 identified in Plaintiff’s PAGA Notice within 60 days after receiving notice of the alleged Labor
16 Code violations, thereby limiting Plaintiff’s maximum potential recovery to no more than 30
17 percent of the total penalty amount sought.

18 25. As a result of the anticipated NSA, in addition to the \$88,841.36 recovery for the
19 State of California, average payments to the Aggrieved Employees are estimated at \$176.52. The
20 lowest possible recovery, should an Aggrieved Employee have been employed for only a single
21 pay period during the PAGA Period, is approximately \$2.01, while the highest possible recovery,
22 should an Aggrieved Employee have worked through the entirety of the PAGA Period, is
23 approximately \$213.06.

24 26. Although the parties engaged in significant informal discovery prior to mediation,
25 no formal written or deposition discovery had been conducted prior to mediation. Absent
26 settlement, the parties will be required to expend substantial time and resources engaging in
27 formal discovery. Preparation for trial remained, as well as the prospect of appeals in the wake of
28 a summary judgment ruling for either party and after trial.

1 27. As of the date of mediation, the Aggrieved Employees had worked an aggregate
2 20,436 weekly pay periods during the relevant time period. Plaintiff's expert's analysis
3 determined that at least one of Plaintiff's theories of relief (minimum, overtime, and sick pay
4 violations, meal and rest period violations, and failure to reimburse business expenses) would be
5 triggered in every pay period during the PAGA Period. Therefore, assuming that Plaintiff could
6 prove at least one Labor Code violation in every pay period during the PAGA Period, Plaintiff
7 calculated Defendant's maximum possible PAGA exposure at \$1,021,800.00 (20,436 weekly pay
8 periods x \$100 per violation ÷ half).

9 28. However, Defendant raised numerous defenses to the merits of Plaintiff's
10 underlying claims and argued that even if found liable, the Court would exercise its discretion to
11 drastically reduce any potential PAGA penalties awarded. In the face of Defendant's defenses on
12 the merits and the Court's discretion to reduce PAGA penalties, Plaintiff discounted this figure
13 by 35% to account for the risk of losing on the merits and/or to account for Defendant's assertion
14 that Plaintiff's damages calculations were overstated following Defendant's discontinuance of its
15 rounding practice, and by an additional 60% for the risk of the Court reducing the penalties and/or
16 agreeing that the steps taken by Defendant to prospectively be in compliance with all provisions
17 of the Labor Code identified in Plaintiff's PAGA Notice satisfied the requirements under the
18 PAGA reform to limit Plaintiff's maximum potential recovery to 30 percent of the total penalty
19 amount sought, to arrive at a realistic recovery of \$265,668.00. Thus, the mediator's proposed
20 settlement amount of \$265,668 represents precisely 100% of Plaintiff's reasonably forecasted
21 recovery, which is well within the range approved by courts as fair, reasonable and adequate,
22 while also avoiding further expense and risk of litigation.

23 29. In this case, Plaintiff's counsel has a lodestar of approximately \$100,445.00, which
24 results in a *negative* 0.92 multiplier compared to the \$92,983.80 fee request. A summary showing
25 the number of hours of work performed by each attorney and paralegal from my firm on this
26 action is set forth below. The billing rates used are reasonable in view of the evidence submitted
27 herewith, and have all been previously approved by various courts throughout California.
28 Attached hereto as **Exhibit 6** is a true and correct copy of the 2026 *Laffey* Matrix.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (20th Year Attorney)	\$975	13.8	\$13,455.00
Fletcher W. Schmidt (14th Year Attorney)	\$875	33.7	\$29,487.50
Matthew K. Moen (10th Year Attorney)	\$775	56.1	\$43,477.50
Humberto Castorena (2nd Year Attorney)	\$450	26.5	\$11,925.00
Firm Paralegals	\$250	8.4	\$2,100.00
Total Lodestar			\$100,445.00

30. Humberto Castorena, a former Associate at my firm, is a 2024 graduate of Benjamin N. Cardozo School of Law, who was admitted to the California State Bar in November 2024. Throughout his career, Mr. Castorena's practice has been devoted exclusively to litigating wage and hour class and PAGA actions in California state and federal court, and was integrally involved in the litigation for this matter. Mr. Castorena played a major role assisting class counsel in the following class action settlements that have been granted final approval: *Heather-Ann Montero v. Bisco Industries, Inc.*, Los Angeles County Superior Court, Case No. 23STCV00918; *Mario Alvarado v. Red Point Roofing*, Orange County Superior Court, Case No. 30-2022-01286100-CU-OE-CXC; and *Joshua D. Hodges v. California Truck Centers, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-0000168.

31. The fee award requested here is justified because Plaintiffs' counsel achieved a significant monetary recovery for the Aggrieved Employees and the State of California (who did not take this case after receiving Plaintiff's PAGA Notice letters) in an uncertain and risky case, while bearing the substantial burdens of representation on a contingency basis. Since undertaking representation of Plaintiff, Plaintiff's counsel dedicated substantial resources to this litigation, including expending \$26,505.18 in litigation costs, without receiving any compensation to date. Plaintiff's counsel's efforts include conducting pre-filing investigation, analyzing Plaintiff's claims, conducting legal research and analysis, drafting and filing Plaintiff's complaints and PAGA Notice letters to the LWDA, drafting, reviewing, and revising all pleadings, stipulations, and status reports filed in this action, meeting and conferring extensively with Defendant's

1 counsel and previously named defendants' counsel regarding the case, meeting and conferring
2 with Defendant's counsel regarding informal discovery, reviewing substantial documents and
3 data produced by Defendant prior to mediation, retaining an expert to analyze Defendant's
4 document production, evaluating the timekeeping and payroll data and policy documents prior to
5 mediation, drafting a mediation brief, preparing for and attending mediation, negotiating and
6 revising the Settlement Agreement and PAGA Notice, preparing this Motion for settlement
7 approval and all supporting documents hereto, and otherwise litigating the case. Plaintiff's
8 counsel will spend additional time attending the hearing on this Motion and overseeing the
9 settlement administration process. Plaintiff's Counsel's experience in similar matters was integral
10 in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement.
11 Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning
12 the rapidly evolving substantive state and federal law, as well as the procedural law of
13 representative litigation.

14 32. My firm utilized the expert services of Berkeley Research Group to perform all
15 expert analyses for this case. Attached hereto as **Exhibit 7** is a true and correct copy of Plaintiff's
16 expert's invoice that my office received from Berkeley Research Group for the expert services on
17 this case.

18 33. Plaintiff also requests that the Court approve \$4,500.00 in administration costs to
19 the Settlement Administrator, Phoenix, which was selected to administer this Settlement because
20 it is an experienced and well-respected settlement administrator, and returned a bid at a
21 competitive rate.

22 34. I believe the requested enhancement payment to Plaintiff is appropriate given
23 Plaintiff's efforts in this case. Courts routinely approve enhancement awards to compensate
24 named plaintiffs for the services they provide and the risks they incur during class and
25 representative litigation, including in the context of PAGA-only settlements. As stated in
26 Plaintiff's declaration, Plaintiff dedicated significant time to moving this case towards resolution
27 over the lifespan of this action. Furthermore, there is a well-established history of courts awarding
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1 incentive payments in PAGA-only settlements. Attached hereto as **Exhibit 8** are a sampling of
2 court orders granting enhancement awards in PAGA-Only settlements.

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4 I declare under penalty of perjury under the laws of the United States and the state of
5 California that the foregoing is true and correct. Executed on August 4, 2026, at El Segundo,
6 California.

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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Juan Dorantes Miranda (“Plaintiff”) and defendant C M C Steel Fabricators, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s representative PAGA lawsuit alleging wage and hour violations against Defendant captioned *Juan Dorantes Miranda v. C M C Steel Fabricators, Inc., et al.*, initiated on or about April 17, 2025, in the San Bernardino County Superior Court (Case No. CIVSB2511003), removed to United States District Court, Central District of California (Case No. 5:26-cv-00954-SSS-SP).
- 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all non-exempt employees who worked for Defendant in California during the PAGA Period.
- 1.5. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.6. “Aggrieved Employee Data” means Aggrieved Employees’ identifying information in Defendant’s possession, including the Aggrieved Employees’ name, last-known mailing address, Social Security number, and pay period information during the PAGA Period.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of this PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of San Bernardino.
- 1.9. “Defendant” means C M C Steel Fabricators, Inc., the named defendant in the Action.
- 1.10. “Defense Counsel” means Jason Fischbein, Esq., Jasmine Samuels, Esq., and Robyn Kazemaini, Esq. of Fisher & Phillips LLP.
- 1.11. “Effective Date” means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement, (b) the later of: (i) the date sixty (60) days after the entry of the Final Order and Judgment, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed; or (b) in

the event that a motion for reconsideration, an appeal or other effort to obtain review of the Final Order and Judgment, the date sixty (60) days after such reconsideration, appeal or review has been finally concluded.

- 1.12. “Gross Settlement Amount” means two hundred sixty-five thousand, six hundred sixty-eight dollars and no cents (\$265,668.00), which is the maximum total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be paid by Defendant in full satisfaction of all PAGA claims arising in the Action, including but not limited to amounts used to pay the Individual PAGA Payments; the LWDA PAGA Payment; the PAGA Counsel Fees Payment; the PAGA Counsel Litigation Expenses Payment; the Plaintiff’s PAGA Representative Enhancement Payment; and the Administrator’s Expenses Payment.
- 1.13. “Individual PAGA Payments” means an Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to 65% of the PAGA Penalties recovered by Aggrieved Employees under Labor Code Section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code Section 2699, subd. (i).
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment; the PAGA Counsel Fees Payment; the PAGA Counsel Litigation Expenses Payment; the Plaintiff’s PAGA Representative Enhancement Payment; and the Administrator’s Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.19. “PAGA Counsel” means Paul K. Haines, Esq., Fletcher W. Schmidt, Esq. and Matthew K. Moen, Esq. of Haines Law Group, APC, the attorneys representing the Plaintiff in the Action.
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. “PAGA Notices” means Plaintiff’s April 17, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code Section 2699.3, subd. (a), and any amendments thereto.
- 1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to LWDA in settlement of PAGA claims.
- 1.24. “PAGA Period” means the period from April 17, 2024, to the date the Court approves the settlement or June 8, 2026, whichever is earlier.
- 1.25. “PAGA Representative Claims” means Plaintiff’s PAGA claims under California Labor Code §§ 2689, *et seq.* and 2699, *et seq.* based on alleged predicate violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2804, and/or Wage Order 1, or which reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice that arose during the PAGA Period.
- 1.26. “PAGA Representative Enhancement Payment” means the amount of \$5,000 that Plaintiff will seek, subject to Court approval, in recognition for his service to the State of California and the Aggrieved Employees.
- 1.27. “Pay Period” means any pay period during which an Aggrieved Employee worked at least one day of the pay period and was not on vacation or a leave of absence for the entire pay period.
- 1.28. “Plaintiff” means Juan Dorantes Miranda, the named plaintiff in the Action.
- 1.29. “Released PAGA Claims” means the claims being released by Plaintiff and Aggrieved Employees as described in Paragraph 5 below.
- 1.30. “Released Parties” means Defendant, and any of its past, present, and future parents, subsidiaries, affiliates (including Commercial Metals Company), officers, directors, employees, partners, members, shareholders and agents, attorneys, and any other successors, assigns, or legal representatives.
- 1.31. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On April 17, 2025, Plaintiff commenced this Action by filing a Class Action Complaint alleging various wage and hour violations.
- 2.2. On June 24, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint adding a cause of action against Defendant for civil penalties under the PAGA.
- 2.3. On July 29, 2025, the Court dismissed Plaintiff’s individual and class claims without prejudice.
- 2.4. On February 27, 2026, Defendant removed the Action to the United States District Court, Central District of California.

- 2.5. On March 25, 2026, the Parties jointly stipulated to remand the Action to the Superior Court of California, for the County of San Bernardino, where the Action was initially filed.
- 2.6. Plaintiff will file a Second Amended Representative Action Complaint and submit an amended written notice to the LWDA within 15 days of the Parties fully executing this Agreement. The forthcoming Second Amended Complaint will be the operative complaint in the Action (the "Operative Complaint"). The forthcoming amended LWDA notice will be the operative PAGA Notice in the Action. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.7. Pursuant to Labor Code Section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.8. On March 9, 2026, the Parties participated in an all-day mediation presided over by Todd Smith, Esq., a well-respected and experienced wage and hour mediator, which led to this Agreement to settle the Action.
- 2.9. Before mediation, Plaintiff obtained, through informal discovery, time and payroll records, data, and policies, among other documents and information, to aid in the preparation of Plaintiff's evaluation of the claims and formulation of a damages model.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$265,668.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount in the amounts specified by the Court in the Approval Order:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be \$92,983.80 and a PAGA Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel

Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2. To the Administrator: An Administration Expenses Payment not to exceed \$15,000.00 except for a showing of good cause and as approved by the Court. To the extent the expenses incurred by the Administrator in connection with this Settlement are less, or the Court approves an Administration Expenses Payment of less than \$15,000.00, the Administrator will allocate the remainder in the Net Settlement Amount.
- 3.2.3. To Plaintiff: Up to \$5,000.00, subject to Court approval, for Plaintiff's PAGA Representative Enhancement Payment for his service to the State of California and the Aggrieved Employees. If the Court approves a Plaintiff's PAGA Representative Enhancement Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Plaintiff's PAGA Representative Enhancement Payment using an IRS 1099-MISC Form.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the remaining Gross Settlement Amount, with 65% of the remaining Gross Settlement Amount allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.
 - 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Settlement payments made to Aggrieved Employees will be attributed as 100% penalties.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates the Aggrieved Employees worked a total of 20,436 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within ten (10) business days of the Effective Date of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights,

the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator 30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within ten (10) business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the PAGA Representative Enhancement Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. 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 Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the ABA Military Pro Bono Project in the name of the Aggrieved Employee. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Release by the LWDA, State of California, and Aggrieved Employees: After the Effective Date and after Defendant fully funds the Gross Settlement amount, the LWDA, State of California, and all Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, reasonably related to, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices. The Aggrieved Employees other than Plaintiff will not be releasing any underlying Labor Code claims through this settlement, only PAGA claims.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree that Plaintiff has already dismissed any asserted class claims without prejudice. The Parties agree Plaintiff's counsel will subsequently draft and file an application or motion for approval of this Settlement that includes the notice to be provided to the Aggrieved Employees in English and Spanish and file it after review by Defense Counsel. The Parties will jointly seek to immediately vacate or stay all dates in the Action, pending approval by the Court of the Settlement, and will seek a date for the hearing on the motion for approval of this Settlement as soon as possible.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code Section 2699.3, subd. (a)), Operative Complaint (Labor Code Section 2699, subd. (l)(1)), this Agreement (Labor Code Section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 Responsibilities of Counsel. PAGA Counsel are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 75 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing

date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel are responsible for delivering the Court's Approval Order to the Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and have verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to provide reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation Section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, the Aggrieved Employees have worked 20,436 weekly Pay Periods during the PAGA Period. If the final accounting of the total PAGA Pay Periods increases by more than 10% (i.e., if there are 22,481 or more aggregate weekly pay periods worked by the Aggrieved Employees during the PAGA Period), then Defendant shall notify Plaintiff that it will, at Defendant's sole discretion, either (i) increase the Gross Settlement Amount by a proportional amount (e.g., if there was a 15% increase in the number of PAGA Pay Periods, Defendant will increase the maximum settlement amount by 15%); or (ii) Defendant can elect to have the PAGA Period be deemed to end on the date that the total number of PAGA Pay Periods in the PAGA Period exceeds 20,436 by 10%. Prior to the filing of Plaintiff's Motion for PAGA Settlement Approval, Defendant shall provide a declaration to PAGA Counsel confirming the actual number of Aggrieved Employees and qualifying PAGA Pay

Periods during the PAGA Period so that those figures can be accurately represented to the Court in Plaintiff's Motion.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to CCP Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10. **ADDITIONAL PROVISIONS.**

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement, and/or submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. A reduction in the amount of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment is not a basis to void the Settlement. In the event that the Court refuses to approve any term related to the scope of the release, the Parties agree to return to mediation in order to attempt to address the concerns of the Court, and upon reaching an agreement, submit a revised agreement to the Court.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.13 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Fletcher W. Schmidt <i>fschmidt@haineslawgroup.com</i> Matthew K. Moen <i>mmoen@haineslawgroup.com</i>

Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
424-292-2350

To Defendant:

Jason A. Fischbein
jfishbein@fisherphillips.com
Jasmine M. Samuels
jsamuels@fisherphillips.com
Robyn S. Kazemai
rkazemai@fisherphillips.com
4747 Executive Drive, Suite 1000
San Diego, California 92121

- 10.15 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.16 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.
- 10.17 No Public Comment. The Parties and their counsel agree not to issue any press releases, initiate any contact with the press, respond to any press inquiry or make any public communication about the fact, amount or terms of the settlement, except however that this does not prohibit disclosures required by law and/or between Plaintiff and Plaintiff's counsel and their expert, or between Defendant and Defense counsel and their expert, and those within Defendant's organization or financial advisors/accountants with a need to know in order to approve or execute the terms of this Settlement Agreement. In response to any inquiries Plaintiff and Plaintiff's counsel will state that "the case was resolved with Court approval." Plaintiff's Counsel shall not report the settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff or the Settlement Class on their website, and shall not contact any reporters or media regarding the settlement, the Action, or their content. However, Plaintiff's Counsel is authorized to make disclosure to the Court and the LWDA for the purposes of obtaining the approval of the settlement, concluding any superior court or appellate court proceedings in the Action, and complying with any California Rules of Court or ethical requirements. This disclosure is limited to court filings, electronic submission of settlement documents to the LWDA, and verbal statements made at hearings or conferences with a judicial officer. Plaintiff and Plaintiff's counsel, or their representatives, are not permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Nothing in this provision is intended to prohibit: (i) Plaintiff from discussing this settlement with his spouse, attorneys, tax advisors, or taxing authorities; (ii) Plaintiff's counsel from citing the settlement in this

case as evidence supporting their competence as counsel in wage/hour and/or class action matters in public court filings; or (iii) Plaintiff's counsel from communicating with the settlement administrator, Plaintiff in this case, the LWDA, or with the Court in which this action is pending; and (iv) Plaintiff's counsel from reporting on the settlement in other courts as may be required by the California Rules of Court or when responding to any inquiry from another court.

10.18 Enforcement Action. In the event either 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 reasonably attorneys' fees and costs incurred.

10.19 The Parties with the benefit of representation and advice of counsel, have read this Agreement and fully understand each and every provision contained in it.

Dated: May 26, 2026


Juan Dorantes (May 26, 2026 19:49:31 PDT)

Plaintiff Juan Dorantes Miranda

Dated: June 2, 2026

Defendant C M C Steel Fabricators, Inc.


By: Megan Dixon
Its Authorized Representative

HAINES LAW GROUP, APC

Dated: May 26, 2026



Fletcher W. Schmidt
Matthew K. Moen
Attorneys for Plaintiff

FISHER & PHILLIPS LLP

Dated: June 3, 2026



Jason A. Fischbein
Jasmine M. Samuels
Robyn Kazemaini
Attorneys for Defendant

EXHIBIT 2

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Juan Dorantes Miranda v. C M C Steel Fabricators, Inc.
San Bernardino County Superior Court, Case No. CIVSB2511003

[NAME]
[ADDRESS]
[CITY], [STATE] [ZIP CODE]
XXX-XX-[LAST 4 SSN]

I. NOTICE OF PAGA SETTLEMENT

The San Bernardino County Superior Court (the “Court”) has approved the PAGA Settlement Agreement (“Settlement”) in the above-captioned lawsuit filed by Juan Dorantes Miranda (“Plaintiff”) on behalf of himself and all other aggrieved employees of Defendant C M C Steel Fabricators, Inc., dba CMC Rebar (“Defendant”), including you.

In this lawsuit, Plaintiff seeks to recover civil penalties for alleged violations of a California law known as the Private Attorneys General Act (“PAGA”). Plaintiff is acting as a “private attorney general” on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other employees of Defendant. Plaintiff alleges that Defendant is liable for civil penalties under PAGA because Defendant failed to pay all minimum, overtime, and sick pay wages; failed to authorize and permit all required rest periods; failed to provide all required meal periods; failed to reimburse all necessary business expenses; failed to timely pay all final wages owed upon separation from employment; failed to issue accurate itemized wage statements; failed to pay all wages at least twice during each calendar month; and failed to maintain accurate employment records.

The Court has ***not*** ruled on Plaintiff’s claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff’s claims. Defendant maintains that Plaintiff’s allegations are without merit, and enters into this Settlement with no admission of liability.

You are receiving this Notice because you are in the group of employees referred to as the “Aggrieved Employees,” which is defined as: all non-exempt employees who worked for Defendant in California at any time from April 17, 2024 through June 8, 2026. The time period from April 17, 2024 through June 8, 2026 is also known as the “PAGA Period.”

II. CALCULATION OF INDIVIDUAL PAGA PAYMENTS

Each Aggrieved Employee is receiving a share of the Net Settlement Amount based on the proportionate number of pay periods worked by each Aggrieved Employee during the PAGA Period, by multiplying the Aggrieved Employees’ 35% portion of the Net Settlement Amount by a fraction, the numerator of which is each Aggrieved Employee’s total pay periods worked during the PAGA Period, and the denominator of which is the total aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period.

Based on Defendant's records, you worked a total of [THIS EMPLOYEE'S PAY PERIODS] pay periods during the PAGA Period. The total number of pay periods worked by all Aggrieved Employees during the PAGA Period is [TOTAL PAY PERIODS]. Based on these figures, your Individual PAGA Payment has been calculated at \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment is enclosed with this Notice.

III. RELEASE

On [PAGA APPROVAL DATE], the Court approved the parties' Settlement Agreement. By operation of the Settlement's terms, the LWDA, the State of California, and all Aggrieved Employees, including Plaintiff are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant, and any of its past, present, and future parents, subsidiaries, affiliates (including Commercial Metals Company), officers, directors, employees, partners, members, shareholders and agents, attorneys, and any other successors, assigns, or legal representatives (the "Released Parties") from all claims for PAGA Penalties that were alleged, reasonably related to, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices. The Aggrieved Employees other than Plaintiff will not be releasing any underlying Labor Code claims through this settlement, only PAGA claims.

This release is solely limited to civil penalties that are recoverable under PAGA. The Aggrieved Employees other than Plaintiff will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.

You may contact the Court-approved Settlement Administrator, Phoenix Settlement Administrators, at [ADMINISTRATOR INFO] with any questions.

Settlement checks will be null and void one hundred eighty (180) days after issuance if not deposited or cashed. Any check not deposited or cashed within one hundred eighty (180) days of mailing to an Aggrieved Employee shall be transferred to the ABA Military Pro Bono Project, the Court-approved *cy pres* designee, in the name of each Aggrieved Employee who failed to cash their settlement check prior to the void date. **If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.**

EXHIBIT 3

EXHIBIT 4

August 3, 2026

Juan Dorantes Miranda

Charges :

			<u>Qty/Price</u>	<u>Amount</u>
4/17/2025	ML	First Legal's Filing fee for Class Action Complaint;Summons;Civil Case Cover Sheet;Certificate of Assignment Order #: 17203887	1 1,549.90	1,549.90
	IO	LWDA Filing Fee: Order #: ORD-000323804	1 75.00	75.00
4/30/2025	ML	Postage for April, 2025.	1 16.32	16.32
	ML	Copying cost for April, 2025.	18 0.25	4.50
5/6/2025	IO	One Legal's Notice of Advanced Jury Fees Posted Filed Order #: 25316634	1 179.54	179.54
5/8/2025	ML	First Legal's service fee for service of summons and complaint Advance Fees Order #: 17235699	1 92.45	92.45
	ML	First Legal's service fee for service of summons and complaint Advance Fees Order #: 17235700	1 58.50	58.50
	ML	First Legal's service fee for service of summons and complaint Advance Fees Order #: 17235701	1 168.73	168.73
	ML	First Legal's service fee for service of summons and complaint Advance Fees Order #: 17235702	1 58.50	58.50

8/3/2026

			<u>Qty/Price</u>	<u>Amount</u>
5/8/2025	ML	First Legal's service fee for service of summons and complaint Advance Fees Order #: 17235703	1 58.50	58.50
5/29/2025	IO	One Legal's filing fee for: Proof of Service of Summons and Complaint Electronically Filed,Proof of Service of Summons and Complaint Order #: 25458654	1 23.63	23.63
7/2/2025	IO	One Legal's Filing fee for: Amended Complaint Filed Order #: 25682525	1 23.63	23.63
7/3/2025	IO	One Legal's filing fee for: Amended Summons Issued and Filed Order #: 25682637	1 23.63	23.63
7/25/2025	IO	One Legal's filing fee for: Proposed Order Received (Confidential),Declaration Filed,Dismissal as to Entire Action Filed Order #: 25860637	1 45.32	45.32
7/29/2025	IO	One Legal's filing fee for: Proof of Service of Summons and Complaint Electronically Filed,Proof of Service of Summons and Complaint Order #: 25905494	1 23.63	23.63
7/31/2025	ML	Copying cost for July, 2025.	97 0.25	24.25
8/31/2025	ML	Postage for August, 2025.	1 6.44	6.44
	ML	Copying cost for August, 2025.	77 0.25	19.25
10/16/2025	IO	San Bernardino Superior Court Document Purchase. Stipulation - Order filed. Transaction Number: 329906062	1 2.61	2.61
10/28/2025	IO	Todd Smith Mediation fee for mediation on March 9, 2026	1 12,500.00	12,500.00
11/30/2025	ML	Copying cost for November, 2025.	3 0.25	0.75
12/31/2025	ML	FedEx for December, 2025 Inv #: 5-069-84692	1 17.20	17.20
1/28/2026	IO	One Legal's Filing fee for: Declaration Filed,Dismissal Filed as to Defendant,Proposed Order Received (Confidential),Proof of Service Order #: 27182351	1 46.46	46.46
1/31/2026	ML	Postage for January, 2026.	1 3.09	3.09

8/3/2026

			<u>Qty/Price</u>	<u>Amount</u>
1/31/2026	ML	Copying cost for January, 2026.	36 0.25	9.00
2/28/2026	ML	Copying cost for February, 2026.	2 0.25	0.50
	ML	FedEx for February, 2026 Inv #: 5-135-94146	1 10.25	10.25
3/12/2026	ML	BRG Expert fee for services rendered through February 28, 2026. Inv. #: 10041280	1 11,035.00	11,035.00
3/31/2026	IO	Pacer expense for March, 2026.	1 0.40	0.40
	ML	Copying cost for March, 2026.	3 0.25	0.75
4/17/2026	AP	One Legal's filing fee foe State Court Notice of Remand - Notice Filed, Proof of Service Invoice # 27861473	1 18.58	18.58
4/24/2026	ML	Copying cost for April, 2026.	12 0.25	3.00
4/30/2026	ML	Postage for April, 2026.	1 1.03	1.03
6/4/2026	IO	One Legal's Filing fee for: Stipulation and Order Received (Confidential),Proof of Service Order #: 28369260	1 46.46	46.46
6/23/2026	IO	San Bernardino Superior Court Document Purchase. Order Filed R.: Transaction Number: 358860332	1 7.84	7.84
6/29/2026	IO	One Legal's Filing fee for: Amended Complaint Filed Order #: 28569826	1 24.73	24.73
6/30/2026	AF	Postage for June, 2026.	1 22.35	22.35
	IO	Copying cost for June, 2026.	59 0.25	14.75
7/15/2026	IO	Copying cost for July, 2026.	1 0.25	0.25
7/31/2026	AP	One Legal's Filing fee for Proof of Service Order #: 28862436	1 24.73	24.73

	<u>Amount</u>
Total charges	\$26,241.45

EXHIBIT 5

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

April 17, 2025

VIA LWDA WEBSITE

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

Re: *Juan Dorantes Miranda vs. Commercial Metals Company, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Mr. Juan Dorantes Miranda (“Mr. Dorantes”) in claims arising from his employment with Commercial Metals Company, a Delaware corporation; C M C Steel Fabricators, Inc., dba CMC Rebar, a Texas corporation; TAMCO dba CMC Steel California, a California corporation; CMC Steel US, LLC, a Delaware limited liability company; Randstad US, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive (“Defendants”). Mr. Dorantes is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. For purposes of this letter, “aggrieved employees” includes all of Defendants’ employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendant Randstad US, LLC operates a staffing and recruitment agency servicing client companies in the manufacturing and logistics industry, among many others. Defendants Commercial Metals Company, C M C Steel Fabricators, Inc., dba CMC Rebar, TAMCO dba CMC Steel California, and CMC Steel US, LLC operate a metal manufacturing business based out of various locations in California, including one in Fontana in San Bernardino County. Mr. Dorantes was employed by Defendants as a non-exempt Machine Operator at Defendants’ Fontana location from approximately October 2023 to approximately January 2025. Mr. Dorantes’ primary job duties involved cutting cable. Unless otherwise specified, each of the allegations herein occurred during Mr. Dorantes’ employment with Defendants.

Defendants maintained an unlawful policy/practice that failed to pay Mr. Dorantes and other aggrieved employees for all hours worked, including all hours subject to the control of Defendants and/or suffered or permitted to work. Specifically, Defendants’ required Mr. Dorantes and other aggrieved employees to arrive and clock in several minutes before the start of their shift, as well as to continue working for several minutes after the purported end of their shifts before clocking out. However, Defendants’ timekeeping system rounded and/or time-shaved Mr. Dorantes’ and other aggrieved

employees' hours, such that Mr. Dorantes and other aggrieved employees were only paid in quarter of an hour increments, and which resulted in Mr. Dorantes and other aggrieved employees not being compensated for all hours actually worked. *See Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, 654 (“[I]f an employer, as in this case, can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for “all the time” worked.”). This time shaving/rounding practice utilized by Defendants was not-even handed over time and resulted in Mr. Dorantes and other aggrieved employees being routinely underpaid all required minimum wages earned for all time worked. Further, on occasions when Mr. Dorantes and other aggrieved employees worked over eight hours in a day and/or forty hours in a workweek, this time shaving/rounding policy/practice also deprived Mr. Dorantes and other aggrieved employees of all overtime wages owed. As a result of Defendants' timekeeping policies, Defendants failed to compensate Mr. Dorantes and other aggrieved employees for all minimum and overtime wages owed.

Mr. Dorantes and other aggrieved employees routinely worked in excess of 8 hours per workday and/or more than 40 hours per workweek but did not receive overtime compensation equal to one and one-half times their respective regular rates of pay for working overtime hours. Specifically, Mr. Dorantes and other aggrieved employees earned non-discretionary bonuses based on company sales and other forms of incentive pay that cannot be excluded from the regular rate of pay as a matter of law. As a result of paying Mr. Dorantes and other aggrieved employees non-discretionary bonuses, Defendants failed to properly incorporate the value of these earned non-discretionary bonuses when calculating the regular rate of pay, resulting in unpaid overtime wages, rest premium wages, and sick pay when Mr. Dorantes and other aggrieved employees earned non-discretionary bonuses in the same time period as earning these additional types of pay.

Additionally, Defendants failed to authorize and permit Mr. Dorantes and other aggrieved employees to take all 10-minute, duty-free rest periods for every 4 hours worked (or major fraction thereof) to which they were entitled due to Defendants' unlawful rest period policies/practices. Specifically, Defendants failed to authorize and permit a third duty-free, 10-minute rest period for Mr. Dorantes and other aggrieved employees when they worked shifts in excess of 10.0 hours but fewer than 12.0 hours in a single workday. Defendants also failed to provide Mr. Dorantes and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

Defendants also caused Mr. Dorantes and other aggrieved employees to incur necessary business expenses without providing appropriate reimbursement. Specifically, Mr. Dorantes and other aggrieved employees were required to use their personal cellphones to communicate with their supervisors about their work duties. Despite these necessary business expenditures, Defendants failed to reimburse Mr. Dorantes and other aggrieved employees for a reasonable portion of their monthly cellular phone bills, in violation of Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

As a result of Defendants' failure to accurately compensate Mr. Dorantes and other aggrieved employees for all minimum and overtime wages, and all rest period premium wages, Defendants maintained inaccurate payroll records, failed to issue accurate itemized wage statements to Mr. Dorantes and other aggrieved employees, and failed to pay all final wages owed to Mr. Dorantes and other aggrieved employees upon their respective separations from employment.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Minimum Wage Violations

Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Dorantes and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

Overtime Wage Violations

Defendants were required to properly pay Mr. Dorantes and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per workday and/or in excess of 40 hours of work in the workweek. Wage Order 1, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Mr. Dorantes and other aggrieved employees to work overtime hours but did not compensate Mr. Dorantes or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Rest Period Violations

As described above, Defendants also failed to authorize and permit Mr. Dorantes and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7, 516, and 558; Wage Order 1, § 12. As a result, Mr. Dorantes and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Mr. Dorantes and other aggrieved employees for all necessary business expenses incurred, including, among other things, for the use of their personal cellular phones. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Mr. Dorantes and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

Wage Statement Penalties

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Dorantes and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the correct name of the employer, in violation of Labor Code § 226 *et seq.* Defendants' failures in furnishing Mr. Dorantes and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

Sick Time Pay Violations

Defendants were required to properly pay Mr. Dorantes and other aggrieved employees for all vested sick time at their regular rate of compensation pursuant to Labor Code § 246. Defendants compensated Mr. Dorantes other aggrieved employees at their base rate of pay but did not compensate Mr. Dorantes or other aggrieved employees at their regular rate of pay for all such hours.

Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. Defendants failed to timely pay Mr. Dorantes and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, overtime and minimum wages, rest period premium wages, and underpaid sick pay wages. Further, as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Mr.

Dorantes and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an “aggrieved employee”, Mr. Dorantes will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Dorantes’ own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Failing to pay Mr. Dorantes and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, and 1197;
- b. Failing to pay Mr. Dorantes and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to authorize and permit Mr. Dorantes and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Mr. Dorantes and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 516, and 558;
- d. Failing to reimburse Mr. Dorantes and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;
- e. Failing to furnish Mr. Dorantes and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226 *et seq.*;
- f. Failing to pay Mr. Dorantes and other aggrieved employees sick time pay at their regular rates of compensation in violation of Labor Code § 246;
- g. Failing to timely pay all final wages due to Mr. Dorantes and other aggrieved employees in violation of Labor Code §§ 201-203;
- h. Failing to maintain accurate records on behalf of Mr. Dorantes and other aggrieved employees, in violation of Labor Code §§ 558 and 1174; and
- i. Failing to pay Mr. Dorantes and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204.

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Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read "F. W. Schmidt", with a stylized flourish at the end.

Fletcher W. Schmidt, Esq.

cc: Commercial Metals Company, c/o CT Corporation System, Agent for Service of Process, 330 N. Brand Blvd., Ste. 700, Glendale, CA 91203 (via certified mail)

C M C Steel Fabricators, Inc., c/o CT Corporation System, Agent for Service of Process, 330 N. Brand Blvd., Ste. 700, Glendale, CA 91203 (via certified mail)

TAMCO, c/o CT Corporation System, Agent for Service of Process, 330 N. Brand Blvd., Ste. 700, Glendale, CA 91203 (via certified mail)

CMC Steel US, LLC, c/o CT Corporation System, Agent for Service of Process, 330 N. Brand Blvd., Ste. 700, Glendale, CA 91203 (via certified mail)

Randstad US, LLC, c/o CSC – Lawyers Incorporating Service, Agent for Service of Process, 2710 Gateway Oaks Dr., Ste 150N, Sacramento, CA 95833 (via certified mail)

Valerina Cifuentes

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Thursday, April 17, 2025 5:36 PM
To: Valerina Cifuentes
Subject: Thank you for submission of your PAGA Case.

4/17/2025

LWDA Case No. LWDA-CM-1093022-25
Law Firm : Haines Law Group, APC
Plaintiff Name : Juan Dorantes Miranda
Employer: CMC Steel US, LLC
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.

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

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 1, 2026

VIA LWDA WEBSITE

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

Re: *Juan Dorantes Miranda vs. Commercial Metals Company, et al.*
LWDA Case No.: LWDA-CM-1093022-25

To Whom It May Concern:

This letter is meant to supplement the letter sent by my office on April 17, 2025, on behalf of Mr. Juan Dorantes Miranda (“Mr. Dorantes”) (the “April PAGA Letter”), regarding the Labor Code violations committed by C M C Steel Fabricators, Inc., dba CMC Rebar, a Texas corporation, and DOES 1 through 100, inclusive, against Mr. Dorantes and other aggrieved employees. A copy of the April PAGA Letter is attached hereto as **Exhibit A** and incorporated herein by reference.

On June 24, 2025, after exhausting his pre-filing requirements, Mr. Dorantes amended his pending lawsuit, *Juan Dorantes Miranda vs. Commercial Metals Company, et al.*, San Bernardino County Superior Court, Case No. CIVSB2511003, to allege a cause of action for civil penalties under the PAGA premised upon the allegations asserted in the April PAGA Letter. Mr. Dorantes is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. For purposes of this letter, “aggrieved employees” includes all of Defendants’ employees who worked for Defendants in California between April 17, 2024 and the present.

In addition to the factual allegations and alleged Labor Code violations identified in the April PAGA Letter (which are set forth again here), Mr. Dorantes supplements the previous letter with additional factual allegations, as discussed below.

Defendants operate a metal manufacturing business based out of various locations in California, including one in Fontana in San Bernardino County. Mr. Dorantes was employed by Defendants as a non-exempt Machine Operator at Defendants’ Fontana location from approximately October 2023 to approximately January 2025. Mr. Dorantes’ primary job duties involved cutting cable.

Defendants maintained an unlawful policy/practice that failed to pay Mr. Dorantes and other aggrieved employees for all hours worked, including all hours subject to the control of Defendants and/or suffered or permitted to work. Specifically, Defendants’

required Mr. Dorantes and other aggrieved employees to arrive and clock in several minutes before the start of their shift, as well as to continue working for several minutes after the purported end of their shifts before clocking out. However, Defendants' timekeeping system rounded and/or time-shaved Mr. Dorantes' and other aggrieved employees' hours, such that Mr. Dorantes and other aggrieved employees were only paid in quarter of an hour increments, and which resulted in Mr. Dorantes and other aggrieved employees not being compensated for all hours actually worked. *See Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, 654 (“[I]f an employer, as in this case, can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for “all the time” worked.”). This time shaving/rounding practice utilized by Defendants was not-even handed over time and resulted in Mr. Dorantes and other aggrieved employees being routinely underpaid all required minimum wages earned for all time worked. Further, on occasions when Mr. Dorantes and other aggrieved employees worked over eight hours in a day and/or forty hours in a workweek, this time shaving/rounding policy/practice also deprived Mr. Dorantes and other aggrieved employees of all overtime wages owed. As a result of Defendants' timekeeping policies, Defendants failed to compensate Mr. Dorantes and other aggrieved employees for all minimum and overtime wages owed.

Mr. Dorantes and other aggrieved employees routinely worked in excess of 8 hours per workday and/or more than 40 hours per workweek but did not receive overtime compensation equal to one and one-half times their respective regular rates of pay for working overtime hours. Specifically, Mr. Dorantes and other aggrieved employees earned non-discretionary bonuses based on company sales and other forms of incentive pay that cannot be excluded from the regular rate of pay as a matter of law. As a result of paying Mr. Dorantes and other aggrieved employees non-discretionary bonuses, Defendants failed to properly incorporate the value of these earned non-discretionary bonuses when calculating the regular rate of pay, resulting in unpaid overtime wages, rest premium wages, and sick pay when Mr. Dorantes and other aggrieved employees earned non-discretionary bonuses in the same time period as earning these additional types of pay.

Further, Defendants failed to provide Mr. Dorantes and other aggrieved employees with all legally compliant meal periods to which they were entitled. Defendants instead implemented their time rounding policy/practice with respect to the meal period time punches recorded by Mr. Dorantes and other aggrieved employees, thus masking and making appear lawful meal periods that were actually late, short, and interrupted. *See Kaanaana, et al. v. Barrett Business Services, Inc., et al.* (2018) 29 Cal.App.5th 778, 808 (finding that time worked during meal periods results in liability for both “premium pay for the meal period violation and payment of minimum wages for all time worked.”). On occasions when Mr. Dorantes and other aggrieved employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Mr. Dorantes and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code section 226.7.

Additionally, Defendants failed to authorize and permit Mr. Dorantes and other aggrieved employees to take all 10-minute, duty-free rest periods for every 4 hours worked (or major fraction thereof) to which they were entitled due to Defendants' unlawful rest period policies/practices. Specifically, Defendants failed to authorize and permit a third duty-free, 10-minute rest period for Mr. Dorantes and other aggrieved employees when they worked shifts in excess of 10.0 hours but fewer than 12.0 hours in a single workday. Defendants also failed to provide Mr. Dorantes and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

Defendants also caused Mr. Dorantes and other aggrieved employees to incur necessary business expenses without providing appropriate reimbursement. Specifically, Mr. Dorantes and other aggrieved employees were required to use their personal cellphones to communicate with their supervisors about their work duties. Despite these necessary business expenditures, Defendants failed to reimburse Mr. Dorantes and other aggrieved employees for a reasonable portion of their monthly cellular phone bills, in violation of Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

As a result of Defendants' failure to accurately compensate Mr. Dorantes and other aggrieved employees for all minimum and overtime wages, and all rest period premium wages, Defendants maintained inaccurate payroll records, failed to issue accurate itemized wage statements to Mr. Dorantes and other aggrieved employees, and failed to pay all final wages owed to Mr. Dorantes and other aggrieved employees upon their respective separations from employment.

As described above, and in addition to the violations outlined in Mr. Dorantes' April PAGA Letter, Defendants committed the following additional violations of the Labor Code and Wage Order 1:

Meal Period Violations

As alleged above, Defendants failed to provide Mr. Dorantes and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Mr. Dorantes and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

As an "aggrieved employee", Mr. Dorantes has initiated a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr.

Dorantes' own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Failing to pay Mr. Dorantes and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, and 1197;
- b. Failing to pay Mr. Dorantes and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to authorize and permit Mr. Dorantes and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Mr. Dorantes and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 516, and 558;
- d. Failing to reimburse Mr. Dorantes and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;
- e. Failing to furnish Mr. Dorantes and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226 *et seq.*;
- f. Failing to pay Mr. Dorantes and other aggrieved employees sick time pay at their regular rates of compensation in violation of Labor Code § 246;
- g. Failing to timely pay all final wages due to Mr. Dorantes and other aggrieved employees in violation of Labor Code §§ 201-203;
- h. Failing to maintain accurate records on behalf of Mr. Dorantes and other aggrieved employees, in violation of Labor Code §§ 558 and 1174;
- i. Failing to pay Mr. Dorantes and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204; and
- j. Failing to provide meal periods to Mr. Dorantes and other aggrieved employees as required by law, and failing to pay meal period premiums to Mr. Dorantes and other aggrieved employees at the employees' respective regular rates of compensation for meal period violations, in violations of Labor Code §§ 226.7, 512, and 558.

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LWDA
June 1, 2026
Page 5 of 5

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt, Esq.

cc: C M C Steel Fabricators, Inc., c/o CT Corporation System, Agent for Service of Process, 330 N. Brand Blvd., Ste. 700, Glendale, CA 91203 (via certified mail); Defendants, c/o Jason A. Fischbein, Fisher & Philips LLP, counsel for Defendants (via certified mail), 4747 Executive Drive, Suite 1000, San Diego, CA 92121.

EXHIBIT 1

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

April 17, 2025

VIA LWDA WEBSITE

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

Re: *Juan Dorantes Miranda vs. Commercial Metals Company, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Mr. Juan Dorantes Miranda (“Mr. Dorantes”) in claims arising from his employment with Commercial Metals Company, a Delaware corporation; C M C Steel Fabricators, Inc., dba CMC Rebar, a Texas corporation; TAMCO dba CMC Steel California, a California corporation; CMC Steel US, LLC, a Delaware limited liability company; Randstad US, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive (“Defendants”). Mr. Dorantes is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. For purposes of this letter, “aggrieved employees” includes all of Defendants’ employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendant Randstad US, LLC operates a staffing and recruitment agency servicing client companies in the manufacturing and logistics industry, among many others. Defendants Commercial Metals Company, C M C Steel Fabricators, Inc., dba CMC Rebar, TAMCO dba CMC Steel California, and CMC Steel US, LLC operate a metal manufacturing business based out of various locations in California, including one in Fontana in San Bernardino County. Mr. Dorantes was employed by Defendants as a non-exempt Machine Operator at Defendants’ Fontana location from approximately October 2023 to approximately January 2025. Mr. Dorantes’ primary job duties involved cutting cable. Unless otherwise specified, each of the allegations herein occurred during Mr. Dorantes’ employment with Defendants.

Defendants maintained an unlawful policy/practice that failed to pay Mr. Dorantes and other aggrieved employees for all hours worked, including all hours subject to the control of Defendants and/or suffered or permitted to work. Specifically, Defendants’ required Mr. Dorantes and other aggrieved employees to arrive and clock in several minutes before the start of their shift, as well as to continue working for several minutes after the purported end of their shifts before clocking out. However, Defendants’ timekeeping system rounded and/or time-shaved Mr. Dorantes’ and other aggrieved

employees' hours, such that Mr. Dorantes and other aggrieved employees were only paid in quarter of an hour increments, and which resulted in Mr. Dorantes and other aggrieved employees not being compensated for all hours actually worked. *See Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638, 654 (“[I]f an employer, as in this case, can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for “all the time” worked.”). This time shaving/rounding practice utilized by Defendants was not-even handed over time and resulted in Mr. Dorantes and other aggrieved employees being routinely underpaid all required minimum wages earned for all time worked. Further, on occasions when Mr. Dorantes and other aggrieved employees worked over eight hours in a day and/or forty hours in a workweek, this time shaving/rounding policy/practice also deprived Mr. Dorantes and other aggrieved employees of all overtime wages owed. As a result of Defendants' timekeeping policies, Defendants failed to compensate Mr. Dorantes and other aggrieved employees for all minimum and overtime wages owed.

Mr. Dorantes and other aggrieved employees routinely worked in excess of 8 hours per workday and/or more than 40 hours per workweek but did not receive overtime compensation equal to one and one-half times their respective regular rates of pay for working overtime hours. Specifically, Mr. Dorantes and other aggrieved employees earned non-discretionary bonuses based on company sales and other forms of incentive pay that cannot be excluded from the regular rate of pay as a matter of law. As a result of paying Mr. Dorantes and other aggrieved employees non-discretionary bonuses, Defendants failed to properly incorporate the value of these earned non-discretionary bonuses when calculating the regular rate of pay, resulting in unpaid overtime wages, rest premium wages, and sick pay when Mr. Dorantes and other aggrieved employees earned non-discretionary bonuses in the same time period as earning these additional types of pay.

Additionally, Defendants failed to authorize and permit Mr. Dorantes and other aggrieved employees to take all 10-minute, duty-free rest periods for every 4 hours worked (or major fraction thereof) to which they were entitled due to Defendants' unlawful rest period policies/practices. Specifically, Defendants failed to authorize and permit a third duty-free, 10-minute rest period for Mr. Dorantes and other aggrieved employees when they worked shifts in excess of 10.0 hours but fewer than 12.0 hours in a single workday. Defendants also failed to provide Mr. Dorantes and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

Defendants also caused Mr. Dorantes and other aggrieved employees to incur necessary business expenses without providing appropriate reimbursement. Specifically, Mr. Dorantes and other aggrieved employees were required to use their personal cellphones to communicate with their supervisors about their work duties. Despite these necessary business expenditures, Defendants failed to reimburse Mr. Dorantes and other aggrieved employees for a reasonable portion of their monthly cellular phone bills, in violation of Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

As a result of Defendants' failure to accurately compensate Mr. Dorantes and other aggrieved employees for all minimum and overtime wages, and all rest period premium wages, Defendants maintained inaccurate payroll records, failed to issue accurate itemized wage statements to Mr. Dorantes and other aggrieved employees, and failed to pay all final wages owed to Mr. Dorantes and other aggrieved employees upon their respective separations from employment.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 1 ("Wage Order 1"):

Minimum Wage Violations

Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Dorantes and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 1.

Overtime Wage Violations

Defendants were required to properly pay Mr. Dorantes and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per workday and/or in excess of 40 hours of work in the workweek. Wage Order 1, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Mr. Dorantes and other aggrieved employees to work overtime hours but did not compensate Mr. Dorantes or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Rest Period Violations

As described above, Defendants also failed to authorize and permit Mr. Dorantes and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7, 516, and 558; Wage Order 1, § 12. As a result, Mr. Dorantes and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Mr. Dorantes and other aggrieved employees for all necessary business expenses incurred, including, among other things, for the use of their personal cellular phones. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Mr. Dorantes and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

Wage Statement Penalties

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Dorantes and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the correct name of the employer, in violation of Labor Code § 226 *et seq.* Defendants' failures in furnishing Mr. Dorantes and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

Sick Time Pay Violations

Defendants were required to properly pay Mr. Dorantes and other aggrieved employees for all vested sick time at their regular rate of compensation pursuant to Labor Code § 246. Defendants compensated Mr. Dorantes other aggrieved employees at their base rate of pay but did not compensate Mr. Dorantes or other aggrieved employees at their regular rate of pay for all such hours.

Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. Defendants failed to timely pay Mr. Dorantes and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, overtime and minimum wages, rest period premium wages, and underpaid sick pay wages. Further, as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Mr.

Dorantes and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an “aggrieved employee”, Mr. Dorantes will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Dorantes’ own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Failing to pay Mr. Dorantes and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, and 1197;
- b. Failing to pay Mr. Dorantes and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to authorize and permit Mr. Dorantes and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Mr. Dorantes and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 516, and 558;
- d. Failing to reimburse Mr. Dorantes and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;
- e. Failing to furnish Mr. Dorantes and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226 *et seq.*;
- f. Failing to pay Mr. Dorantes and other aggrieved employees sick time pay at their regular rates of compensation in violation of Labor Code § 246;
- g. Failing to timely pay all final wages due to Mr. Dorantes and other aggrieved employees in violation of Labor Code §§ 201-203;
- h. Failing to maintain accurate records on behalf of Mr. Dorantes and other aggrieved employees, in violation of Labor Code §§ 558 and 1174; and
- i. Failing to pay Mr. Dorantes and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204.

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Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read "F. W. Schmidt", with a stylized flourish at the end.

Fletcher W. Schmidt, Esq.

cc: Commercial Metals Company, c/o CT Corporation System, Agent for Service of Process, 330 N. Brand Blvd., Ste. 700, Glendale, CA 91203 (via certified mail)

C M C Steel Fabricators, Inc., c/o CT Corporation System, Agent for Service of Process, 330 N. Brand Blvd., Ste. 700, Glendale, CA 91203 (via certified mail)

TAMCO, c/o CT Corporation System, Agent for Service of Process, 330 N. Brand Blvd., Ste. 700, Glendale, CA 91203 (via certified mail)

CMC Steel US, LLC, c/o CT Corporation System, Agent for Service of Process, 330 N. Brand Blvd., Ste. 700, Glendale, CA 91203 (via certified mail)

Randstad US, LLC, c/o CSC – Lawyers Incorporating Service, Agent for Service of Process, 2710 Gateway Oaks Dr., Ste 150N, Sacramento, CA 95833 (via certified mail)

From: [DIR PAGA Unit](#)
To: [Jonathan Ramirez](#)
Subject: Thank you for your Amended PAGA Claim Notice Submission.
Date: Monday, June 1, 2026 9:59:35 AM

06/01/2026 09:59:10 AM

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

EXHIBIT 6

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT 7



BRG

INVOICE

Paul Haines
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

March 12, 2026
Client-Project: [REDACTED]
Invoice #: 10041280
Tax ID: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Miranda vs. Commercial Metals

Services Rendered Through February 28, 2026

Professional Services	\$ 11,035.00	USD
CURRENT CHARGES	\$ 11,035.00	USD

PAYMENT IS DUE BY April 11, 2026

Please direct questions regarding this invoice to: [REDACTED].

Please remit wire/ACH payment to:

Bank Name: [REDACTED]
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: [REDACTED]
Account #: [REDACTED]
Reference: [REDACTED]

Please remit check payment to:

[REDACTED]

Please remit express/overnight payment to:

[REDACTED]

Please send remittance advice details to:

[REDACTED]

cc:

Andrea Parashos

Via Email: adparashos@haineslawgroup.com



To: Paul Haines
c/o: Haines Law Group
RE: Miranda vs. Commercial Metals

Page 2 of 3
Invoice # 10041280
Client-Project: [REDACTED]

Services Rendered Through February 28, 2026

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	675.00	5.30	3,577.50
Senior Managing Consultant			
Brooke Truitt	475.00	15.70	7,457.50
Total Professional Services		21.00	11,035.00



To: Paul Haines
c/o: Haines Law Group
RE: Miranda vs. Commercial Metals

Page 3 of 3
Invoice # 10041280
Client-Project: [REDACTED]

Services Rendered Through February 28, 2026

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
02/16/26	Jon M. DuMond	Download/review data/documents.	1.00
02/17/26	Jon M. DuMond	Review data; case discussions.	2.00
02/20/26	Brooke Truitt	Loaded data;Reviewed data.	1.40
02/23/26	Brooke Truitt	Prepared data;Analyzed data.	5.90
02/24/26	Brooke Truitt	Prepared data; analyzed data.	2.50
02/25/26	Brooke Truitt	Analyzed data.	3.90
02/26/26	Jon M. DuMond	Review analyses,programs, results; case discussions.	2.30
02/26/26	Brooke Truitt	Analyzed data.	2.00
Professional Services			21.00

EXHIBIT 8

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
Ian T. Mallery (SBN 359132)
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Harut Voskanyan, Esq., State Bar No. 327888
HVoskanyan@Voskanyanlaw.com
VOSKANYAN LAW FIRM, PC.
303 N Glenoaks Boulevard, Suite 200
Burbank, California 91502
Telephone Number: (213) 296-2681
Facsimile Number: (213) 296-2691

Asaf Agazanof, SBN: 285043
Asaf Law, APC
2330 Westwood Blvd., Second Floor
Los Angeles, California 90064
Tel: 424.254.8870
Fax: 888.254.0651
E-mail: asaf@lawasaf.com
Attorneys for Plaintiffs

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

PAUL MACIAS and JULIANNA PADILLA,
as individuals, on behalf of themselves and all
other aggrieved employees,

Plaintiffs,

vs.

TEAM CAR CARE, LLC, a Delaware limited
liability company, TEAM CAR CARE WEST,
LLC, a Delaware limited liability company,
and DOES 2 through 100,

Defendants.

FILED
Superior Court of California
County of Los Angeles

12/12/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Alaniz Deputy

CASE NO. 24STCV03864

[Assigned to the Hon. Steve Cochran, Dept. 16]

**AMENDED [~~PROPOSED~~] JUDGMENT
AND ORDER GRANTING PLAINTIFFS'
MOTION FOR SETTLEMENT
APPROVAL OF CLAIMS BROUGHT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, REASONABLE
ATTORNEYS' FEES AND COSTS, AND
REPRESENTATIVE ENHANCEMENT
PAYMENTS**

Date: December 11, 2025

Time: 9:00 a.m.

Dept: 16

Reservation ID: 04222731693

Action Filed: February 15, 2024

Trial Date: None Set

AMENDED [~~PROPOSED~~] JUDGMENT AND ORDER GRANTING PAGA SETTLEMENT
APPROVAL

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1. The “Aggrieved Employees” will be defined as: all current and former non-exempt employees who have worked, or continue to work, for Defendants Team Car Care, LLC and Team Car Care West, LLC in California during the PAGA Period.
2. The “PAGA Period” is defined as March 3, 2023 through April 3, 2025.
3. The Court hereby approves the Settlement as set forth in the PAGA Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the PAGA Settlement Agreement according to its terms.
4. The Court orders that Defendants will pay the Gross Settlement Amount of \$392,000.00 to the Administrator according to the payment terms defined in the PAGA Settlement Agreement.
5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and Release of Claims (“PAGA Notice”), which will be mailed via First-Class U.S.

1 Mail to the PAGA Aggrieved Employees in English and Spanish along with the Individual
2 Settlement Payments.

3 6. The Court hereby appoints Apex Class Action Administration as the settlement
4 Administrator.

5 7. Within forty-five (45) calendar days after this Court signs this Judgment and
6 Order, Defendants will provide the Administrator with the Aggrieved Employees Data, as
7 specified in the Settlement Agreement, for all PAGA Aggrieved Employees.

8 8. The Administrator is directed to mail the Individual Settlement Payments, as
9 defined in the PAGA Settlement Agreement, and the PAGA Notice to the PAGA Aggrieved
10 Employees within the time limits specified in the Settlement Agreement.

11 9. The Court finds that attorneys' fees in the total amount of \$130,666.67 and
12 reimbursement of litigation costs of \$46,479.34 to Plaintiffs' Counsel, is fair, reasonable, and
13 adequate, and orders that the Administrator distribute these payments to Plaintiffs' Counsel as
14 provided for in the Settlement Agreement.

15 10. The Court orders that the Administrator will be paid \$10,990 for all of its work
16 done and to be done until the completion of this matter, and finds that sum appropriate.

17 11. The Court finds that the Plaintiffs' Representative Enhancement Payments in the
18 amount of \$5,000.00 to each Plaintiff (\$10,000.00 total) is appropriate for the risks they undertook
19 and their service to the PAGA Aggrieved Employees and the State of California. The Court finds
20 that these awards are fair, reasonable, and adequate, and orders that the Administrator make these
21 payments in conformity with the terms of the Settlement.

22 12. The Court finds that the payment to the State of California Labor and Workforce
23 Development Agency ("LWDA") in the amount of \$145,397.99 (representing 75% of the PAGA
24 civil penalties under Labor Code § 2699(I)) as provided for by the PAGA Settlement Agreement,
25 is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance
26 with the terms of the PAGA Settlement Agreement.

27 13. The Court finds that the payment to the Aggrieved Employees in the amount of
28 \$48,466.00 (representing 25% of the PAGA civil penalties under Labor Code § 2699(I)) as

provided for by the PAGA Settlement Agreement, is fair, adequate, and reasonable, and orders that payment be made to the Aggrieved Employees in accordance with the PAGA Settlement Agreement.

14. The Court approves the limited scope of the release contained in the Settlement Agreement. Upon the full funding of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiffs, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Defendants and each of its former and present parents, directors, officers, managers, employees, operators, doners, shareholders, principals, owners, members, administrators, divisions, fiduciaries, trustees, agents, attorneys, representatives, accountants, auditors, consultants, employees, partners, insurers and reinsurers, predecessors, investors, benefit plans, heirs, successors, assigns, subsidiaries, affiliates and any DBAs (the "Released Parties"), from all civil penalties which are or may be available under or through the PAGA for any violation of the Labor Code, Wage Orders, regulations, and/or any other provisions of state and federal law based on the facts that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notices. Any Aggrieved Employee covered by this Agreement will be barred from proceeding with any Claim released by this Agreement. The Aggrieved Employees other than Plaintiffs will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims. The Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA settlement and release.

15. Without affecting the finality of this Final Judgment and Order in any way, the Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: 12/12/2025




Honorable Steve Cochran
Judge of the Superior Court

ORIGINAL

FILED
Superior Court of California
County of Los Angeles

RECEIVED

JUN 19 2020

Filing Window

Sherri R. Carter, Executive Officer/Clerk of Court
By *[Signature]*, Deputy

FILED
Superior Court of California
County of Los Angeles

SEP 24 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By *[Signature]*, Deputy
Lori M. Greene

FAXED

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Daniel B. Marin-Finn (SBN 316728)
dfinn@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

HELEN CATALINA VARGAS, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

GRUMA CORPORATION, a Nevada
Corporation; and DOES 1 through 100,

Defendants.

Case No. BC707897

[Assigned for all purposes to the Carolyn B.
Kuhl, Dept. SSC-12]

~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND SERVICE AWARD

Date: July 21, 2020

Time: 1:45 p.m.

Dept.: SSC-12

Complaint Filed: June 5, 2018

Trial Date: None Set

RECEIVED
LOS ANGELES SUPERIOR COURT
JUN 19 2020
I. LOVO

09/25/2020

CSK

Sept. 24, 2020 at 10:00 am

This matter came on regularly for hearing before this Court on July 21, 2020 at 1:45 p.m.

Having considered the parties' Stipulation for PAGA Settlement ("Settlement");¹ the documents and evidence presented in support thereof; and recognizing the outcome of Plaintiff's investigation of her claims and allegations, the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Allegedly Aggrieved Employees pursuant to the Settlement, and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties; and the absence of any objection or comment from the California Labor and Workforce Development Agency ("LWDA") after having received notice of the parties' Settlement and Plaintiff's motion; the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for PAGA Settlement Approval of Claims and ORDERS as follows:

1. The "Allegedly Aggrieved Employees" shall be defined as:

All individuals who worked for Defendant Gruma Corporation as nonexempt employees within the State of California at any time from June 11, 2017 through the date the Court Order granting approval of the PAGA Settlement Agreement.

2. The "PAGA Period" means June 11, 2017 through the date the Court Order granting approval of the Settlement.

3. The Court hereby approves the settlement set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

4. The Court orders that Defendant Gruma Corporation ("Defendant") shall pay the Settlement Fund of \$1,917,500 to the Settlement Administrator within thirty (30) days after the Court's order granting final approval of the PAGA Settlement Agreement and is no longer subject to appeal.

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement, attached as Exhibit A to the Declaration of Paul K. Haines submitted concurrently with the Motion for Approval of PAGA Settlement.

1 5. The Court hereby approves, as to form and content, the explanatory Notice
2 submitted by the parties and included as Exhibit A to the Settlement.

3 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
4 Administrator.

5 7. Within fourteen (14) business days of the Effective Date, Defendant shall provide
6 the Settlement Administrator with a list containing the Allegedly Aggrieved Employees' names,
7 last known addresses, social security numbers, and dates of employment and/or number of pay
8 periods worked during the PAGA Period.

9 8. The Settlement Administrator is directed to mail the individual PAGA payments
10 and the Notice to the Allegedly Aggrieved Employees within five (5) business days after
11 Defendant provides the Settlement Fund to the Settlement Administrator.

12 9. The Court finds that attorneys' fees in the amount of \$639,166.67 for Plaintiff's
13 counsel, and reimbursement of litigation costs of \$29,396.60 to Plaintiff's counsel, are fair,
14 *in light of the benefit obtained for the state and the class* reasonable, and adequate, and orders the Settlement Administrator to distribute these payments
15 to Plaintiff's counsel as provided for in the Settlement.

16 10. The Court orders that Phoenix Settlement Administrators shall be paid \$11,000 for
17 all of its work done and to be done until the completion of this matter, and finds that sum
18 appropriate.

19 11. The Court finds that the Representative Plaintiff Service Award of \$5,000.00 to
20 Plaintiff Helen Catalina Vargas, is fair and reasonable in recognition of the unique contributions
21 she has made and the risks she undertook in representing the State of California and the LWDA
22 in this action, on behalf of the Allegedly Aggrieved Employees and the State, and orders that the
23 Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement.

24 12. The Court finds that the distribution of the PAGA Fund to the LWDA and to
25 Allegedly Aggrieved Employees as provided for in the Settlement, is fair, adequate, and
26 reasonable, and orders that payment be made to the LWDA and Allegedly Aggrieved Employees
27 in accordance with the terms of the Settlement.

28 13. The court approves the scope of the release set forth in the Settlement. Following

1 entry of this Judgment and Order and upon the Effective Date, the State of California, Plaintiff
2 and Allegedly Aggrieved Employees, on behalf of themselves and each of their heirs,
3 representatives, successors, assigns, and attorneys, hereby release, and settle any and all claims
4 against the Released Parties for civil penalties they and the State of California may have under
5 the California Labor Code, Wage Orders, regulations, and/or any other provisions of state law
6 arising from allegations that the Allegedly Aggrieved Employees (including Plaintiff) suffered
7 California Labor Code Violations based on (1) non-compliant rest breaks, (2) non-compliant meal
8 periods, (3) non-compliant meal and rest period premium payments, (4) unpaid minimum and
9 overtime wages, (5) failure to pay all wages at the agreed-upon rate and/or without discount, (6)
10 untimely payment of earned wages during employment and at separation of employment, (7) non-
11 compliant wage statements, (8) failure to maintain complete and accurate records, and (9) any
12 other Labor Code violations that were alleged in the Complaint, or that could have been alleged
13 in the Complaint based on the facts alleged in the Complaint, which includes alleged violations
14 of Labor Code sections 201-204, 210, 221-223, 226, 226.3, 226.7, 510, 512, 516, 558, 1174,
15 1174.1, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 (collectively, the "Released Claims").
16 "Released Parties" means Defendant and each and all of its present, former and future controlling
17 persons, parents, affiliates, business partners, subsidiaries, successors-in-interest, benefit plans
18 sponsored by such companies, shareholders, owners, officers, directors, principals, employees,
19 agents, attorneys, insurers, managers, trustees, fiduciaries, representatives, divisions,
20 predecessors, successors, and assigns.

21 *This release in no way*
22 */// affects any claim an Allegedly Aggrieved*
23 */// Employee may have against the Released*
24 */// Parties for unpaid wages.*

25 *///*
26 *///*
27 *///*
28 *///*

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14. Upon payment being made in accordance with paragraph 4 hereof,
Upon entry of this Final Order and Judgment and upon the Effective Date, the

2 Court permanently enjoins and forever bars the Plaintiff or the Allegedly Aggrieved Employees
3 from instituting or prosecuting any of the "Released Claims" against the "Released Parties,"
4 which were fully and completely resolved as part of the Settlement. Without affecting the finality
5 of this Final Order and Judgment in any way, the Court retains jurisdiction to enforce the terms
6 of the Settlement.

7 15. The Settlement Administrator shall make a final report confirming the final
8 distribution of funds on or before Aug. 4, 2021. A Non-Appealance
9 Case Review Re: Submission of the Final Report of Disbursement is scheduled for
10 Aug. 11, 2021 at 4:30 a.m./p.m.

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11 **IT IS SO ORDERED.**

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13 Dated: Sept. 24, 2020 By: Carolyn B. Kuhl
14 Honorable Carolyn B. Kuhl
15 Judge of the Superior Court
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09/25/2020

NOV 19 2018

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Tuvia Korobkin (SBN 268066)
tkorobkin@haineslawgroup.com
Stacey M. Shim (SBN 305911)
sshim@haineslawgroup.com
222 N. Sepulveda Blvd., Suite 1550
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff Silva and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JORGE GONZALEZ, individually and on
behalf of himself and other persons similarly
situated,

Plaintiff,

vs.

CITISTAFF SOLUTIONS, INC., a California
corporation; and DOES 1 through 30,
inclusive,

Defendants.

LUIS SILVA, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

CITISTAFF SOLUTIONS, INC., a California
Corporation, and DOES 1 through 100,

Defendants.

Case No. BC620115 (Lead Case)
Case No. BC622512

*[Assigned for all purposes to the Honorable
David S. Cunningham III, Dept. 37]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, ENHANCEMENT
PAYMENT, AND SETTLEMENT
ADMINISTRATION EXPENSES**

Date: September 27, 2018
Time: 8:30 a.m.
Dept.: 37
Reservation ID: 180409304435

Complaint Filed [Lead Case]: May 10, 2016
FSC: October 22, 2018
Trial Date: October 30, 2018

NOVEMBER 19, 2018

This matter came on regularly for hearing before this Court on ~~September 27, 2018~~ at 8:30 a.m. Having considered the parties' Joint Stipulation of Settlement and Release ("Settlement Agreement" or "Settlement"),¹ the documents and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a final ruling that the settlement is approved pursuant to Labor Code section 2699(1). Good cause appearing therefor, the Court hereby GRANTS Plaintiffs' Motion for Approval of Settlement of Claims and ORDERS as follows:

1. The "Aggrieved Employees" shall be defined as:

All persons who, at any time during the Settlement and Release Period were employed by Defendant in non-exempt hourly positions in the State of California who were provided with at least one wage statement.

2. "Defendant" means CitiStaff Solutions, Inc.

3. The "Settlement and Release Period" means from May 10, 2015 to September 12, 2016.

4. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to the terms of the Settlement Agreement.

5. The Court orders that Defendant shall pay the Gross Settlement Amount of \$275,000.00 to the Settlement Administrator on the following schedule, as provided for in the Settlement Agreement: Payment 1: \$15,000.00, to be paid within five (5) business days from an Order from the Court approving this Settlement or June 1, 2018, whichever is later, representing Representative Plaintiffs' Enhancement Payments; Payment 2: \$12,146.04 to be paid on July 1, 2018 representing Aggrieved Employees' Counsel Costs; Payment 3: \$30,555.55 to be paid on August 1, 2018, representing the first 1/3 of the Aggrieved Employees' Counsel Fees; Payment 4: \$30,555.55 to be paid on October 1, 2018, representing the second 1/3 of the Aggrieved

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement Agreement.

1 Employees' Counsel Fees; Payment 5: \$30,555.55 to be paid on December 1, 2018,
2 representing the third 1/3 of the Aggrieved Employees' Counsel Fees; Payment 6: \$15,630.78
3 to be paid on January 1, 2019 representing the amounts distributable to the LWDA, Aggrieved
4 Employees and Settlement Administration Costs; Payments 7 through 18: \$12,777.78 to be
5 paid monthly, commencing on February 1, 2019 through December 1, 2019, to be paid on the
6 first date of each month, representing the amounts distributable to the LWDA, Aggrieved
7 Employees and Settlement Administration Costs.² See Settlement, § III.H.2.

8 6. The Court hereby approves, as to form and content, the Notice of Settlement submitted
9 by the parties.

10 7. The Court hereby appoints CPT Group, Inc. as Settlement Administrator.

11 8. Within fifteen (15) business days of settlement approval, CitiStaff will provide CPT
12 with a list containing the Aggrieved Employees' names, last known addresses, last known
13 telephone numbers, and social security numbers.

14 9. CPT Group, Inc. is directed to mail the individual settlement payments and Notice of
15 Settlement to the Aggrieved Employees within ten (10) days of receipt of the Defendant's final
16 payment of the Gross Settlement Amount.

17 10. The Court finds that attorneys' fees in the amount of \$91,666.66 for Plaintiffs' counsel,
18 and reimbursement of litigation costs of ~~\$12,147.00~~ ^{\$11,842.95} to Plaintiffs' counsel, are fair, reasonable,
19 and adequate, and orders that the Settlement Administrator distribute these payments to
20 Plaintiffs' Counsel as provided for in the Settlement Agreement.

21 11. The Court orders that the Settlement Administrator shall be paid up to \$65,000.00 for
22 all of its work done and to be done until the completion of this matter, and finds that sum
23 appropriate.

24 12. The Court finds that Representative Plaintiff Enhancement Payments of \$5,000.00 each
25 to Plaintiffs Jorge Gonzalez, Teresa Nieto, and Luis Silva for a total amount of \$15,000.00, is
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27 ² The parties have agreed and this Court approves that to the extent that any of the payment
28 deadlines fall prior to the date that this Court issues its approval order, CitiStaff will make any
payments on the due dates with the Settlement Administrator holding the funds in escrow.

1 fair and reasonable in recognition of the unique contributions they have made and the risks they
2 undertook, on behalf of the Aggrieved Employees and the State of California, and orders that
3 the Settlement Administrator distribute this payment to Plaintiffs as provided for in the
4 Settlement Agreement.

5 13. The Court finds that the amount of \$68,389.75, representing 75% of the \$91,186.34
6 allocated as PAGA penalties in this action, to be paid to the California Labor and Workforce
7 Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and
8 reasonable, and orders that payment be made to the LWDA in accordance with the terms of the
9 Settlement Agreement.

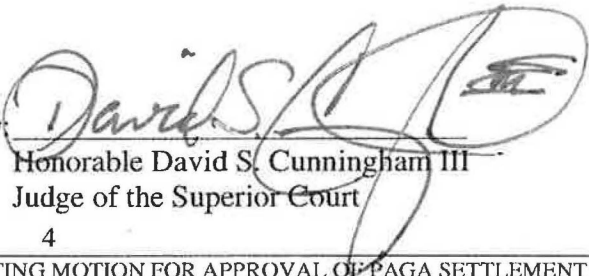
10 14. The court approves the limited scope of the release. Following entry of this Order and
11 Final Judgment, Representative Plaintiffs and Aggrieved Employees will have released all
12 Released Claims against Released Persons, meaning that PAGA civil penalties recoverable
13 under any theory of liability upon which such civil penalties under the PAGA could have been
14 recovered based upon the allegations in the operative Complaint, including specifically any and
15 all claims, causes of action, damages, wages, benefits, expenses, penalties, interest, debts,
16 liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy
17 in law, equity, or whatever kind or nature that were asserted or could have been asserted
18 pursuant to Labor Code §§ 558 or 2698 et seq. for violation of Labor Code Section 226.

19 15. Upon entry of this Final Order and Judgment, the Court permanently enjoins and
20 forever bars the Representative Plaintiffs, Aggrieved Employees' Counsel, or the Aggrieved
21 Employees from instituting or prosecuting any action against the Released Persons which was
22 resolved as part of the Settlement. Without affecting the finality of this Final Order and
23 Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement.
24 Plaintiffs shall file a declaration confirming the final distribution of funds on or before

25 JANUARY 21, ²⁰²⁰~~2019~~.

26 **IT IS SO ORDERED.**

27 Dated: 11-19-2018

28 By: 
Honorable David S. Cunningham III
Judge of the Superior Court

**Superior Court of California
County of Los Angeles**

Shelley Pickett, *et al.*,

Plaintiff,

vs.

99 Cents Only Stores, *et al.*

Defendants.

Case **BC473038**

No.:

Tentative Ruling

FILED
Superior Court of California
County of Los Angeles
AUG 01 2017
By Sherri R. Carter, Executive Officer/Clerk
Steve Temblador, Deputy

Hearing Date: August 1, 2017

Department 54, Judge Ernest M. Hiroshige

Motion for Approval of Representative Action Settlement

Moving Party: Plaintiff/Cross-Defendant Shelley Pickett ("Pickett")

Responding Party: Defendant/Cross-Complainant 99 Cents Only Stores ("99 Cents Only") [non-opposition]

T/R: THE MOTION IS GRANTED.

PLAINTIFF TO NOTICE.

The Court considers the moving papers and Defendant/Cross-Complainant's notice of non-opposition.

Plaintiff moves for an order granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys general Act of 2004 ("PAGA"), Cal. Lab Code § 2698, *et seq.* Pursuant to the proposed settlement, the parties agree to the following terms: (1) 99 Cents Only will provide all of its cashiers in its California stores with suitable seating under Section 14(B) of Wage Order 7-2001, and to create, implement, and communicate pertinent policies to its cashiers regarding this change in policy; (2) \$75,000 to be paid to the California Workforce Development Agency; (3) \$12,500 to be paid to each of the two Plaintiffs; and (4) \$1,190,000 to be paid to Plaintiffs' Counsel for attorney fees and litigation costs. 99 Cents Only filed a statement of non-opposition. Based on the moving papers, the Court finds that the settlement is reasonable and meets the requirements of PAGA. Accordingly, the motion is GRANTED.

Date: August 1, 2017


Judge Ernest M. Hiroshige

08/03/2017

PAUL K. HAINES (Cal. State Bar No. 248226)
FLETCHER W. SCHMIDT (Cal. State Bar No. 286462)
MATTHEW K. MOEN (Cal. State Bar No. 305956)
HAINES LAW GROUP, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245
Telephone: (424) 292-2350
Facsimile: (424) 292-2355
phaines@haineslawgroup.com
fschmidt@haineslawgroup.com
mmon@haineslawgroup.com

Attorneys for Plaintiff
Rachael Buhl

(Additional counsel of record on next page)

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

RACHAEL BUHL, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

SDX HOME CARE OPERATIONS, LLC, a
California Limited Liability Company; and
DOES 1 through 100,

Defendants.

No. 19STCV23623

**~~[PROPOSED]~~ ORDER GRANTING
JOINT MOTION FOR APPROVAL OF
PAGA SETTLEMENT (Cal. Lab. Code
§ 2699(1)(2)) AND PLAINTIFF'S
MOTION FOR APPROVAL OF
REASONABLE ATTORNEYS' FEES
AND COSTS AND ENHANCEMENT
AWARD**

Date: July 29, 2020
Time: 8:30 a.m.
Dept.: 20, 111 North Hill St., 3rd Flr.,
Los Angeles, CA
Judge: Hon. David J. Cowan

Complaint filed: July 1, 2019
Trial date: None set

1 ASAF AGAZANOF (Cal. State Bar No. 285043)
ASAF LAW, APC
2 2330 Westwood Boulevard, Second Floor
Los Angeles, California 90064
3 Telephone: (424) 254-8870
Facsimile: (888) 254-0651
4 asaf@lawasaf.com

5 Attorneys for Plaintiff
Rachael Buhl

6 JEFFREY D. WOHL (Cal. State Bar No. 096838)
7 PAUL A. HOLTON (Cal. State Bar No. 313047)
PAUL HASTINGS LLP
8 101 California Street, 48th Floor
San Francisco, California 94111
9 Telephone: (415) 856-7000
Facsimile: (415) 856-7100
10 jeffwohl@paulhastings.com
paulholton@paulhastings.com

11 Attorneys for Defendant
12 SDX Home Care Operations, LLC
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1 On July 29, 2020, a hearing was held on the joint motion of plaintiff Rachael Buhl and
2 defendant SDX Home Care Operations, LLC, for approval of the settlement of this action under
3 the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code §§ 2698 *et*
4 *seq.*, and on plaintiff’s motion for reasonable attorneys’ fees and costs and enhancement award.

5 The Court having read and considered the parties’ Settlement Agreement (the “Settlement
6 Agreement” or “Settlement”), the papers on the motions, the arguments of counsel, the parties’
7 joint supplemental brief in support of the joint motion, and the law, and recognizing the disputed
8 factual and legal issues involved in this case, the risks of further prosecution, the substantial
9 benefits to be received by the State of California and the alleged aggrieved employees pursuant to
10 the Settlement, the Court hereby makes a final ruling pursuant to California Labor Code section
11 2699(*l*) that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s
12 length negotiations between the parties. Good cause appearing therefor, the Court hereby
13 GRANTS the parties’ joint motion and plaintiff’s motion and HEREBY ORDERS as follows:

14 1. All terms used for purposes of this order, not otherwise defined, will have the same
15 meaning as given in the Settlement. A copy of the Settlement Agreement executed between the
16 Parties is attached as Exhibit A to this order.

17 2. Pursuant to PAGA, Cal. Lab. Code § 2699(*l*)(2), the California Labor and
18 Workforce Development Agency (the “LWDA”) has been given notice of the Settlement and the
19 joint motion for approval of the Settlement and plaintiff’s motion; on April 15, 2020, plaintiff
20 submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement.
21 The Court finds and determines that this notice of the Settlement complied with the statutory
22 requirements of PAGA.

23 3. The Court confirms approval of the Settlement with respect to the following group
24 of individuals (“Settlement Group Members”):

25 All non-exempt employees employed by defendant SDX Home Care Operations,
26 LLC, in California as “Caregivers” or “Home Health Assistants” from April 24,
2018, through June 30, 2020.

27 ///

1 4. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
2 Accordingly, the Court hereby approves the Settlement, and directs the parties to effectuate the
3 Settlement according to its terms.

4 5. The Court finds that the form of Letter Enclosing Settlement Share Checks (the
5 “Cover Letter”), attached as Exhibit A to the Settlement Agreement, fairly and adequately
6 describes the Action, the approved Settlement, and the manner in which Settlement Group
7 Members may ask questions regarding their Settlement Shares, and orders that the Cover Letter
8 be mailed via first-class U.S. mail to the Settlement Group Members in English and Spanish, along
9 with the Settlement Share checks.

10 6. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the
11 methodology used to calculate and pay each Settlement Share, in accordance with the Settlement,
12 are fair and reasonable.

13 7. Phoenix Settlement Administrators is appointed to act as the Settlement
14 Administrator, pursuant to the terms of the Settlement Agreement.

15 8. The Court finds that attorneys’ fees in the amount of 35% of the Total Settlement
16 Amount (\$280,000.00) for plaintiff’s counsel, and reimbursement of litigation costs of \$25,534.58
17 to plaintiff’s counsel are fair, reasonable, and adequate, and orders that the Settlement
18 Administrator distribute these payments to plaintiff’s counsel as provided for in the Settlement.

19 9. The Court orders that the Settlement Administrator shall be paid \$3,500.00 for all
20 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

21 10. The Court finds that a Representative Plaintiff’s Payment of \$5,000.00 to plaintiff
22 is fair and reasonable in recognition of the contributions she has made and the risks she undertook
23 on behalf of the Settlement Group Members and the State of California, and orders that the
24 Settlement Administrator distribute this payment to plaintiff as provided for in the Settlement.

25 11. The Court finds that the amount of \$364,474.06 (representing 75% of the PAGA
26 civil penalties under California Labor Code section 2699(i)) payable to the LWDA as provided
27 for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the
28 LWDA in accordance with the terms of the Settlement.

1 12. The Court authorizes the Settlement Administrator to calculate and pay the
2 Settlement Shares, in accordance with the terms of the Settlement, and to pay the LWDA Payment,
3 the Representative Plaintiff's Payment, and the Plaintiff's Counsel Fees and Expenses Payment at
4 the same time as the Settlement Shares.

5 13. Defendant is ordered to provide to the Settlement Administrator not later than 14
6 days after this order becomes Final the names, last known mailing addresses and telephone
7 numbers, Social Security numbers, and Covered Workweeks of all Settlement Group Members.
8 This information will not be disclosed to plaintiff or her counsel, and may be used solely for
9 purposes of administering the Settlement.

10 14. All payments due under the Settlement will be made pursuant to the Settlement.

11 15. If a Settlement Share check comes back to the Settlement Administrator as non-
12 deliverable, the Settlement Administrator will make reasonable efforts to find a current address
13 for the Settlement Group Member and re-mail the check.

14 16. If a Settlement Group Member fails to cash the check for his or her Settlement
15 Shares within 180 days after it is mailed to the Settlement Group Member (or, in the case where
16 the check was returned as non-deliverable, within 180 days after the initial mailing or within 90
17 days after it is mailed to the new address for the Settlement Group Member, whichever is later),
18 the Settlement Administrator will transfer the money represented by the check to the California
19 State Controller's Office Unclaimed Property Fund with an accounting of the amounts being
20 transferred.

21 17. The Court retains exclusive and continuing jurisdiction over this Action under
22 California Code of Civil Procedure section 664.6 for purposes of supervising, administering,
23 implementing, interpreting, and enforcing this order, as well as the Settlement Agreement.

24 18. Nothing in this order or the Settlement Agreement will be construed as an
25 admission or concession by any party, including an admission or concession that defendant bears
26 any liability to the Settlement Group Members or that they were owed the amounts being paid or
27 any amounts. The Settlement Agreement and this resulting order simply represent a compromise
28 of disputed allegations.

1 19. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of
2 the date of this order.

3 20. Upon entry of this order, plaintiff and the Settlement Group Members will waive
4 and release all claims against the Released Parties that were pled or could have been pled under
5 PAGA under the California Labor Code, Wage Orders, regulations, and/or other provisions of law
6 alleged in the Action to have been violated with respect to herself and the Settlement Group
7 Members during the Covered Period.

8 21. Based on the foregoing, and in accordance with the Settlement Agreement, this
9 action is DISMISSED WITH PREJUDICE, each side to bear its own costs and attorneys' fees
10 except as provided by the Settlement Agreement.

11 IT IS SO ORDERED.

12 Dated: July 30, 2020.



A handwritten signature in black ink, appearing to read "David J. Cowan".

David J. Cowan
Judge of the Superior Court
David J. Cowan / Judge

13
14 Counsel for plaintiff is ordered to give notice.

09/19/2019

Sherri R. Carter, Executive Officer / Clerk of Court

By: O. Chavez Deputy

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Diana M. Martinez (SBN 322654)
dmartinez@haineslawgroup.com
222 N. Sepulveda Blvd., Suite 1550
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGE GUTIERREZ, as an individual and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

SEIDNER & CO., INC., a California
Corporation; and DOES 1 through 100,

Defendants.

Case No.: BC724132

*[Assigned for all purposes to the Hon. Holly
J. Fujie; Dept. 56]*

**[PROPOSED] ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND REASONABLE
ATTORNEYS' FEES, COSTS, AND
ENHANCEMENT AWARD**

Date: September 16, 2019

Time: 8:30 a.m.

Dept.: 56

Reservation No.: 122557984660

Action Filed: October 3, 2018

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on September 16, 2019 at
2 8:30 a.m. Having considered the parties' Settlement Agreement, the documents and evidence
3 presented in support thereof, and recognizing the disputed factual and legal issues involved in
4 this case, the risks of further prosecution, the substantial benefits to be received by the State of
5 California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and
6 adequate nature of the settlement obtained as a result of good faith arm's-length negotiations
7 between the parties, the Court hereby makes a final ruling that the settlement is approved pursuant
8 to Labor Code § 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's
9 Motion for Approval of PAGA Settlement and Reasonable Attorneys' Fees, Costs, and
10 Enhancement Award and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as:

12 All current and former non-exempt employees of Defendant
13 in California from October 3, 2017, until the date that the
14 Court approves this settlement or September 16, 2019,
whichever comes earlier ("PAGA Period").

15 2. The Court hereby approves the Settlement as set forth in the Settlement
16 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
17 according to the terms of the Settlement Agreement.

18 3. The Court orders that Defendant Seidner & Co., Inc. shall deposit the Maximum
19 Settlement Amount of \$325,000.00 to the Settlement Administrator within fourteen (14) business
20 days of the Court's approval of the Settlement Agreement.

21 4. The Court hereby approves, as to form and content, the Notice of PAGA
22 Settlement and Release of Claims, submitted by the parties.

23 5. The Court hereby appoints CPT Group, Inc. as Settlement Administrator.

24 6. Within fourteen (14) business days of Court approval, Defendant Seidner & Co,
25 Inc. ("Seidner") will provide CPT with a list containing the Aggrieved Employees' full name,
26 last known mailing address, last known telephone number, start date(s) of employment, end
27 date(s) of employment, total pay periods worked, and Social Security numbers. The list will also
28 contain the total of all pay periods worked by Aggrieved Employees during the PAGA Period.

1 Within ten (10) business days of receipt of this information, the Settlement Administrator will
2 circulate to counsel for Plaintiff and Defendant an anonymized spreadsheet containing the
3 Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said
4 payments.

5 7. CPT Group, Inc. is directed to mail the individual settlement payments (which
6 will include the Aggrieved Employees' 25% share of civil penalties paid under Labor Code §
7 2699(i) and their share of civil penalties under Underpaid Wages and Civil Penalty) and Notice
8 of PAGA Settlement and Release of Claims to the Aggrieved Employees after approval of the
9 anonymized spreadsheet containing the individual settlement payments to each Aggrieved
10 Employee and the data used to calculate said payments from the parties.

11 8. The Court finds that attorneys' fees in the amount of \$108,333.33 for Plaintiff's
12 Counsel, and reimbursement of litigation costs of \$10,357.93 to Plaintiff's Counsel are fair,
13 reasonable, and adequate, and orders that the Settlement Administrator distribute these payments
14 to Plaintiff's Counsel as provided for in the Settlement Agreement.

15 9. The Court orders that the Settlement Administrator shall be paid \$7,750.00 for all
16 of its work done and to be done until the completion of this matter and finds that sum appropriate.

17 10. The Court finds that an enhancement award of \$5,000.00 to Plaintiff is fair and
18 reasonable in recognition of the unique contributions he has made and the risks he undertook on
19 behalf of the Aggrieved Employees and the State of California, and orders that the Settlement
20 Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement.

21 11. The Court finds that the amount of \$15,000.00 (representing 75% of the
22 \$20,000.00 set aside for PAGA civil penalties under Labor Code § 2699(i)) shall to be paid to
23 the California Labor and Workforce Development Agency ("LWDA") as provided for by the
24 Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in
25 accordance with the terms of the Settlement Agreement.

26 12. The court approves the limited scope of the release. Following entry of this Order
27 and Final Judgment, all Aggrieved Employees will release Defendant Seidner & Co., Inc. and its
28 respective heirs, executors, administrators, successors, assignees, parents, subsidiaries and

1 related entities, officers, directors, shareholders, employees, agents, servants, representatives,
2 members, attorneys, insurers, re-insurers, assigns, and affiliates, and any and all other entities
3 with whom they have been, are now, or may hereafter be affiliated, and any of their affiliated
4 companies, predecessors, successors and assigns, as well as their past or present officers,
5 directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees
6 (collectively, the "Released Parties") from any and all claims under PAGA that are pled in
7 Plaintiff's Complaint (including Labor Code § 558), or which could have been pled under the
8 PAGA based on the factual allegations in Plaintiff's Complaint, that arose during the PAGA
9 Period.

10 13. Upon entry of this Order and Judgment, the Court permanently enjoins and
11 forever bars Plaintiff and the Aggrieved Employees from instituting or prosecuting any action
12 against the Released Persons which was released as part of the Settlement Agreement. Without
13 affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction to
14 enforce the terms of the Settlement.

15 14. Plaintiff shall file a declaration confirming the final distribution of funds on or
16 before June 5, 2020.

17
18 **IT IS SO ORDERED.**

19 09/19/2019

20 Dated: _____



Holly J. Fujie

Holly J. Fujie / Judge

Honorable Holly J. Fujie
Judge of the Superior Court

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HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

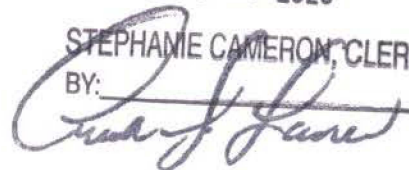
Attorneys for Plaintiff

FILED
TULARE COUNTY SUPERIOR COURT
VISALIA DIVISION

AUG 07 2020

STEPHANIE CAMERON, CLERK

BY:



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

IRMA FERREYRA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ALVAREZ HARVESTING, INC., a California
Corporation; SUNWEST FRUIT CO., INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No. VCU276487

*[Assigned for all purposes to the Hon. Bret D.
Hillman, Dept. 7]*

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
RENEWED MOTION FOR
SETTLEMENT APPROVAL OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT, REASONABLE ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARD**

Date: July 21, 2020
Time: 8:30 a.m.
Dept: 7

Action Filed: December 3, 2018
Trial Date: None Set

FAXED



1
2 **[PROPOSED] JUDGMENT AND ORDER**

3 The Renewed Motion of Plaintiff Irma Ferreyra ("Plaintiff") for Settlement Approval of
4 Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs,
5 and Enhancement Award came on regularly for hearing before this Court on July 21, 2020 at 8:30
6 a.m. Having considered the Settlement Agreement entered into between Plaintiff and Defendants
7 Alvarez Harvesting, Inc. and Sunwest Fruit Co., Inc. (collectively, "Defendants") and the
8 documents and evidence presented in support thereof, and recognizing the disputed issues
9 involved in this case, the risks of further prosecution, the benefits to be received by the State of
10 California and the Aggrieved Employees pursuant to the Settlement Agreement, the Court hereby
11 makes a final ruling pursuant to Labor Code § 2699(l) that the proposed Settlement Agreement is
12 fair, reasonable, and adequate, and is the product of good faith, arms'-length negotiations between
13 the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiff's Renewed
14 Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act,
15 Reasonable Attorneys' Fees and Costs, and Enhancement Award, and HEREBY ORDERS THE
16 FOLLOWING:

17 1. The "Aggrieved Employees" shall be defined as:

18 All current and former non-exempt employees who received at least one wage
19 statement from Defendant Alvarez Harvesting, Inc. in California from September
20 27, 2017 through January 30, 2019.

21 2. The "PAGA Period" means the time period from September 27, 2017 through
22 January 30, 2019.

23 3. The Court hereby approves the Settlement as set forth in the Settlement Agreement
24 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
25 according to its terms.

26 4. The Court orders that Defendants shall pay the Maximum Settlement Amount of
27 \$240,000.00 to the Settlement Administrator within thirty (30) calendar days of the date this Order
28 is entered, as provided for in the Settlement Agreement.

///

1 5. The Court hereby approves, as to form and content, the Notice of PAGA
2 Settlement and Release of Claims, attached as Exhibit A to the parties' Settlement Agreement,
3 which shall be mailed via First-Class U.S. Mail to the Aggrieved Employees in English and
4 Spanish along with the Individual Settlement Payments.

5 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
6 Administrator.

7 7. Within ten (10) business days of the date this Order is entered, Defendants will
8 provide the Settlement Administrator with a list containing the Aggrieved Employees' full name,
9 last known mailing address, last known telephone number, start date(s) of employment, end
10 date(s) of employment, total pay periods worked during the PAGA Period, and Social Security
11 numbers. The list will also contain the sum total of all pay periods worked by all Aggrieved
12 Employees during the PAGA Period.

13 8. The Settlement Administrator is directed to mail the Individual Settlement
14 Payments, as defined in the Settlement Agreement, and the Notice of PAGA Settlement and
15 Release of Claims to the Aggrieved Employees within two (2) business days after receiving
16 approval by counsel for the parties of the anonymized spreadsheet containing the Individual
17 Settlement Payment amounts for each Aggrieved Employee and the data used to calculate said
18 payments.

19 9. The Court finds that attorneys' fees in the amount of \$80,000.00 for Plaintiff's
20 Counsel, and reimbursement of litigation costs of \$3,946.58 to Plaintiff's Counsel are fair,
21 reasonable, and adequate, and orders that the Settlement Administrator distribute these payments
22 to Plaintiff's Counsel as provided for in the Settlement Agreement.

23 10. The Court orders that the Settlement Administrator shall be paid \$6,000.00 for all
24 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

25 11. The Court finds that an enhancement award of \$5,000.00 to Plaintiff is fair and
26 reasonable in recognition of the contributions she has made and the risks she undertook on behalf
27 of the Aggrieved Employees and the State of California, as well as her general release of claims
28

1 against Defendants, including her underlying wage and hour claims, and orders that the
2 Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
3 Agreement.

4 12. The Court finds that the payment to the State of California Labor and Workforce
5 Development Agency ("LWDA") in the amount of \$108,790.06 (representing 75% of the PAGA
6 civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate,
7 and reasonable, and orders that payment be made to the LWDA in accordance with the terms of
8 the Settlement Agreement.

9 13. The court approves the limited scope of the PAGA Release contained in the
10 Settlement Agreement. Following entry of this Order and Final Judgment, all Aggrieved
11 Employees will release Defendants and Defendants' affiliated companies and their respective
12 parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without
13 limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past,
14 present or future officers, directors and employees), predecessors, successors, and assigns
15 (collectively, the "Released Parties") from any and all PAGA claims that were pled in the Action,
16 or which could have been pled under the PAGA based on the factual allegations in the Action,
17 that arose during the PAGA period ("PAGA Released Claims").

18 14. Upon entry of this Final Order and Judgment, Plaintiff and the Aggrieved
19 Employees will release any and all PAGA Released Claims against the Released Parties, and will
20 be forever barred from pursuing any and all of the PAGA Released Claims against the Released
21 Parties. Without affecting the finality of this Final Order and Judgment in any way, the Court
22 retains jurisdiction under California Code of Civil Procedure section 664.6 to enforce the terms
23 of the Settlement Agreement.

24
25 **IT IS SO ORDERED.**

26
27 Dated: 8/7, 2020

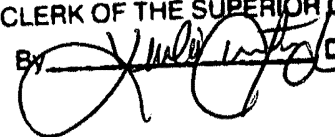


Honorable Bret D. Hillman
Judge of the Superior Court

FILED
ALAMEDA COUNTY

AUG 02 2018

CLERK OF THE SUPERIOR COURT

By  Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA - OAKLAND - RCD COURTHOUSE

VALERIE ENOMBANG, individually and
on behalf of all other similarly situated
aggrieved employees,

Plaintiff,

v.

TARGET CORPORATION, and DOES
1-10, inclusive,

Defendants.

CASE NO. RG17853948

~~PROPOSED~~ ORDER GRANTING JOINT
MOTION FOR APPROVAL OF
SETTLEMENT AND JUDGMENT
THEREON; AND AWARDING
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARDS

Date: July 24, 2018

Time: 3:00 p.m.

Dept: 23

Judge: Hon. Brad Seligman

The hearing on the parties' Joint Motion for Approval of Settlement came for hearing on July 24, 2018, in the Alameda County Superior Court, the Honorable Brad Seligman, presiding. The Court has reviewed the materials submitted by the parties, including the Settlement Agreement ("Settlement") and various motions and supplemental briefs.

During the hearing, the Court expressed concern about Section II(E)(2) of the Settlement, which sets forth a waiver of rights under Civil Code section 1542. The parties have agreed to strike Section II(E)(2) from the Settlement. With that revision, the Court finds the Settlement is entitled to judicial approval and meets all of the requirements for approval under the Labor Code Private Attorneys General Act, including the notice of the Settlement having been properly provided to the California Labor and Workforce Development Agency

1 ("LWDA"). The Court also finds that the LWDA has not objected to, and is deemed to have
2 approved of, the terms of the Settlement. The Court further finds that, although no one other
3 than the LWDA has standing to object to the terms of the Settlement, no other objection to the
4 Settlement has been received by the Court.

5 The Court further finds that executing the seating program set forth in Section
6 II(B)(2)(a-d) of the Settlement, namely notifying each affected employee of the right to request
7 and be provided with a suitable seat or stool, and by actually providing a suitable seat or stool
8 if requested, complies with Section 14 of Wage Order 7-2001.

9 The Court additionally finds that the dismissal of the PAGA cause of action in
10 *Thompson* without prejudice as to non-Cashiers comports with the requirements of PAGA, that
11 because the PAGA cause of action in *Thompson* was brought solely as a representative action
12 under PAGA, and not as a class action, the non-Cashiers have no legally cognizable interest
13 that is impacted by the dismissal of *Thompson*, the non-Cashiers in *Thompson* have no right to
14 notice of the dismissal, and the non-Cashiers in *Thompson* have no standing to object or
15 otherwise challenge the dismissal.

16 Accordingly, the Court hereby orders, adjudges, and decrees as follows:

17 1. The Parties, their Counsel, and the Settlement Administrator shall take all steps
18 necessary to implement and consummate the Settlement according to the terms and provisions,
19 including but not limited to the parties effectuating the dismissals of *Murphy v. Target*
20 *Corporation*, U.S. District Court for the Southern District of California Case No. 09-1436 and
21 *Thompson v. Target Corporation*, U.S. District Court of the Central District of California Case
22 No. 16-0839, pursuant to Section II(D)(2) of the Settlement.

23 2. The Court awards plaintiffs' counsel attorneys' fees in the amount of Three
24 Million, Six Hundred Thousand Dollars and No Cents (\$3,600,000.00), plus costs in the
25 amount of Two Hundred Thousand Dollars and No Cents (\$200,000.00). The Court finds the
26 attorney hours, hourly rates, and costs incurred by plaintiffs' counsel over this nine-year
27 litigation as reflected in their declarations were reasonable, and further that plaintiffs' counsel
28 are entitled to a multiplier given the novelty of the claims and the contingent nature of the fee.

1 The Court further awards the representative plaintiffs, Valerie Enombang, Danyell Murpy,
2 Candi Perry, and Stacy Thompson, Twenty Thousand Dollars (\$20,000.00) each for the time
3 they spent, and the risk they undertook, in prosecuting these actions on behalf of the State and
4 the aggrieved employees. All of these amounts shall be deducted from the \$9 million
5 settlement fund. Attorneys' fees shall be distributed consistent with the Settlement.

6 3. Without affecting the finality of this Judgment or the Settlement, this Court
7 shall, pursuant to Section II(F)(3) of the Settlement, retain continuing jurisdiction over the
8 parties to this action to ensure effectuation of the Settlement in accordance with the terms of
9 the Settlement and this Judgment.

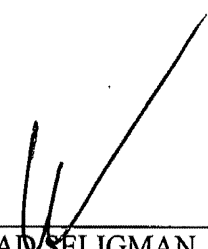
10 4. To the extent any settlement checks are uncashed by the deadline provided in
11 the Settlement, or in the event there any other undistributed settlement funds, such funds shall
12 be paid to the Equal Access Fund of the Judicial Branch, to be distributed in accordance with
13 Bus. & Prof. Code sections 6216 to 6223.

14 5. Judgment and dismissal is hereby entered as to Plaintiff Valerie Enombang, the
15 LWDA, and all individuals who worked for Defendant in California as a Cashier as that term
16 is defined in the Settlement Agreement at any time from April 14, 2008 through the date of
17 this Order.

18 6. Except as otherwise provided by the Settlement, each side shall bear their own
19 attorneys' fees and costs.

20 **IT IS SO ORDERED.**

21
22
23 DATED: 8/2/18


HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SACRAMENTO
GORDON D SCHABER COURTHOUSE**

MINUTE ORDER

DATE: 07/24/2018

TIME: 02:00:00 PM

DEPT: 53

JUDICIAL OFFICER PRESIDING: David Brown

CLERK: E. Brown

REPORTER/ERM: T. Huffman CSR# 13789

BAILIFF/COURT ATTENDANT: M. Oreschak, M. Meraz

CASE NO: **34-2017-00220347-CU-OE-GDS** CASE INIT.DATE: 10/10/2017

CASE TITLE: **Grace vs. Flowmaster Inc**

CASE CATEGORY: Civil - Unlimited

EVENT TYPE: Motion - Other - Civil Law and Motion

APPEARANCES

Theresa Mak, counsel, present for Defendant(s).

Jill Vecchi, counsel present for plaintiff, telephonically

Nature of Proceeding: Motion for Approval of Settlement

TENTATIVE RULING

Plaintiff Carrie Grace's unopposed motion for approval of settlement of claims brought pursuant to the Private Attorney General Act of 2004 ("PAGA") is granted.

Plaintiff seeks an order approving settlement of claims brought in this action on behalf of herself and all persons employed by Defendant Flowmaster, Inc. in non-exempt positions in its warehouses between August 7, 2016 and July 27, 2018 or the date the Court approves the settlement, whichever is earlier. The PAGA claims were premised on six alleged violations of Labor Code (e.g., failure to pay wages, failure to provide meal and rest breaks, failure to provide itemized wage statements). Approximately 323 employees suffered the alleged Labor Code violations during the relevant period. Plaintiff calculated Flowmaster's maximum potential exposure at approximately \$3,459,000 based on multiplying 5,765 pay periods by 6 PAGA violations by \$100. Flowmaster contends its exposure is limited to \$576,500. Flowmaster asserted numerous defenses including that the case could not be managed. The parties reached a settlement for \$750,000. The settlement includes attorneys' fees of \$247,500 (33% of the settlement), \$15,588.67 in costs, a \$10,000 service payment to Plaintiff, and up to \$5,000 in claims administration costs. The net settlement amount is \$471,911.33. 75% of that amount (\$353,933.50) will be distributed to the Labor and Workforce Development Agency [LWDA] and 25% (\$117,977.83) to the aggrieved employees based on the number of pay periods worked during the relevant time period.

Settlement of PAGA claims requires Court approval. Labor Code § 2699(l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action pursuant to this part." Thus, the settlement of a PAGA claim requires court approval pursuant to the operative PAGA statute, which states that the "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part." (See Labor Code § 2699(1)(2).) As with any settlement, the Court must be mindful in conducting its inquiry that "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further." (See *In re TD Ameritrade Account Holder Litig.*, 2011 U.S. Dist. LEXIS 103222, 24 (N.D. Cal. Sept. 12, 2011).) Indeed, "the very essence of a

settlement is ... 'a yielding of absolutes and an abandoning of highest hopes'" [*Officers for Justice v. Civil Service Com.*, 688 F.2d 615, 624 (9th Cir., 1982)], as "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." (See *Id.*, at 625.) As such, "the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits" or "judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (See *Id.*)

Although the operative PAGA statute does not set forth the criteria on which a PAGA settlement is to be judged, it is presumed that a reviewing court may utilize some of the factors for review of a class action settlement under Fed. R. Civ. P. 23 ("Rule 23"), CCP. § 382 and Rule 3.769, Cal. Rules of Court, as courts within California have approved settlements of PAGA claims encompassed within class action settlements using Rule 23 criteria. However, it is important to underscore that not all Rule 23 factors can be applied, as "a PAGA claim asserted on a non-class representative basis . . . is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of Rule 23." (See *Casida v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302, 8 (E.D. Cal. Jan. 25, 2012); *Thomas v. Aetna Health of Cal. Inc.* 2011 U.S. Dist. LEXIS 59377 (E.D. Cal. June 2, 2011); *Mendez v. Tween Brands, Inc.*, 2010 U.S. Dist. LEXIS 66454 (E.D. Cal. June 30, 2010). Based thereon, a court's review of a PAGA settlement necessarily implicates the following unique features that render the approval process completely distinct from approval of a class action settlement under Rule 23 or CCP. § 382 and 15 Rule 3.769, Cal. Rules of Court.

First, in evaluating the adequacy of the settlement amount, the Court's focus is not concerned with the amount which "aggrieved employees" are to receive, but rather, must focus on the total settlement amount in achieving PAGA's objective. Indeed, "[t]he remedy sought in a PAGA suit consists of civil penalties, not individual or class damages" [*Mendez v. Tween Brands, Inc.*, 2010 U.S. Dist. LEXIS 66454, 11 (E.D. Cal. June 30, 2010)], and "[u]nlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action." (See *Ochoa-Hernandez v. CJADERS Foods, Inc.*, 2010 U.S. Dist. LEXIS 32774, 12 (N.D. Cal. Apr. 2, 2010). Second, consistent with the fact that unnamed employees have no properly interest in a PAGA claim, "[u]nnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." (See *Ochoa-Hernandez*, 2010 U.S. Dist. LEXIS 32774, at 13.) Finally, unlike a class action settlement under Rule 23(e) or CCP. § 382, the scope of release permitted in a PAGA settlement is limited. While "judgment in [a PAGA] action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding" [*Arias v. Superior Court* (2009) 46 Cal. 4th 969, 986], "the nonparty employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." (See *Id.*, at 987.) Thus, the scope of a release in a PAGA settlement is necessarily strictly confined to the civil penalties alleged in the first amended complaint.

In deciding whether to grant approval of the proposed Settlement, the primary issue to be decided is whether the Settlement is fair, adequate and reasonable. As set forth herein, the proposed Settlement embodies all of the features of a settlement that is fair, reasonable, and adequate, as it is the product of (1) arms-length negotiations, (2) negotiated by attorneys experienced in wage and hour issues, (3) subsequent to undertaking sufficient investigation necessary to evaluate the relative strength and value of the PAGA claim, and (4) it reflects a reasoned compromise based directly on the relative strength and value of the PAGA claim, as well as the risks, expense, complexity and likely duration of further litigation. The settlement was the product of arms-length negotiations reached at mediation and was negotiated by counsel with significant experience in wage and hour litigation and occurred after counsel conducted significant investigation to evaluate the strength and potential value of the PAGA claims and risks of litigating through trial. (Turley Decl. ¶¶ 2-29) In addition, the settlement achieves a significant benefit given it results in a recovery of \$750,000 for the PAGA penalties. Further, the scope of the release is

narrowly tailored and is only limited to the civil penalties asserted in the action under PAGA, in conformity with *Arias, supra*, 46 Cal.4th at 987. In addition, Plaintiff submitted the proposed settlement to the Labor and Workforce Development Agency at the same time it was presented to the Court as required by Labor Code § 2699(l)(2). (Id. ¶ 18.) As a result, the Court finds that the instant settlement is fair, adequate and reasonable and it is approved.

In addition, the Court approves Plaintiff's Counsel's request for fees and costs. Counsel is entitled to recover attorneys' fees and costs under the "common fund" doctrine as a matter of right. As held by the U.S. Supreme Court, "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." (See *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478.) In *Glendale City Employees' Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn. 19, the California Supreme Court upheld an attorneys' fee award based on a percentage of the common benefit obtained in a lawsuit by a city employees' association for retroactive wages. "When assessing whether the percentage requested is reasonable, courts look to factors such as: (a) the results achieved; (b) the risk of litigation; (c) the skill required, (d) the quality of work; (e) the contingent nature of the fee and the financial burden; and (f) the awards made in similar cases." (See *Vasquez v. Coast Valley Roofing, Inc.*, 266 F.R.D. 482, 492 (E.D. Cal. 2010).) Plaintiff's Counsel's request for attorneys' fees in the amount of \$247,500 (33%) from the \$750,000 PAGA Settlement Sum falls well within the "zone of reasonableness." It is important to highlight at the outset that the fee amount presently sought is not extraordinary, but actually falls at the "average" fee deemed reasonable under California State court authority, as it is recognized that "courts may award attorney's fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under \$10 million." (See, e.g. *Martin v. AmeriPride Servs.*, 2011 U.S. Dist. LEXIS 61796, 23 (S.D. Cal. June 9, 2011). Moreover, taking into account the contingency risk Plaintiff's Counsel agreed to incur for the benefit of the State of California (which elected not to take the case after receiving the PAGA Notice), and the significant results achieved - facts which justify the requested fee - Plaintiff's Counsel's requested fee is reasonable under all applicable standards. In addition the \$15,588.67 in litigation costs are reasonable.

Further, the \$10,000 service payment to Plaintiff is appropriate. Case authority supports the award of incentive payments in private attorney general actions. A named plaintiff's "willingness to act as a private attorney general" can justify an award of an incentive payment. (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 959.)

In addition, the \$5,000 in administration costs for Simpluris, Inc. to administer the settlement is reasonable.

The Court will sign the proposed order.

COURT RULING

The tentative ruling was affirmed as modified on the record.

CASE NAME: Resendez v. Bridgestone Retail Operations, LLC
CASE NO.: BC596892
HEARING DATE: 6/13/16
DEPARTMENT: 37
CALENDAR NO.: 9
TRIAL DATE: 2/14/17
NOTICE: OK
SUBJECT: Motion for Approval of Settlement of Claims Brought Under the Private Attorneys General Act
MOVING PARTY: Plaintiff Sophia P. Resendez, on behalf of herself and all others similarly situated
OPPOSING PARTY: None

FILED
Superior Court of California
County of Los Angeles

JUN 13 2016

Shérri A. Carter, Executive Officer/Clerk
By K. Mason Deputy
K. Mason

COURT'S TENTATIVE RULING

The unopposed motion is granted. Counsel for Plaintiff to give notice.

STATEMENT OF THE CASE

This is an action for civil penalties under the Private Attorneys General Act of 2004 (PAGA), which is codified in the Labor Code (Lab. Code, § 2698 et seq.). Defendant Bridgestone Retail Operations, LLC operates a chain of auto care and tire stores and employed Plaintiff Sophia P. Resendez from August 18, 2013 until May 14, 2015. Plaintiff alleges that Defendant failed to include its address on employee wage statements in violation of Labor Code section 226, subdivision (a)(8), and that Defendant paid meal period premiums to non-exempt employees pursuant to Labor Code section 226.7, thereby acknowledging that it had violated Labor Code section 512 regarding the provision of meal periods. Plaintiff filed suit on October 5, 2015, and the parties settled the matter during mediation with the Honorable Ronald M. Sabraw (Ret.) on February 25, 2016.

DISCUSSION

I. General Legal Principles Applicable to PAGA Settlements

A. The PAGA

Plaintiff moves the court to review and approve the civil penalties sought as part of the settlement of her PAGA claims. (Lab. Code, § 2699, subd. (f).) The PAGA is "a procedural statute allowing an aggrieved employee to recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor law enforcement agencies." (*Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court* (2009) 46 Cal.4th 993, 1003.) The statute provides a mechanism for private enforcement of Labor Code violations for the public benefit. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986; *Ochoa-Hernandez v. Cjaders Foods, Inc.* (N.D.Cal. 2010) 2010 WL 1340777, at p. *4.) To incentivize employees to bring PAGA actions, the statute

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provides aggrieved employees 25 percent of the recovered civil penalties. (Lab. Code, § 2699, subd. (i).) The remaining 75 percent is distributed to the Labor and Workforce Development Agency (LWDA) "for enforcement of labor laws and education of employers and employees about their rights and responsibilities under [the Labor Code]." (*Ibid.*)

B. Settlement Generally

In reviewing the terms of a settlement agreement, the court determines whether the settlement is fair, reasonable, and adequate to all concerned, and not the product of fraud, collusion, or overreaching. (*Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337; *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576, 581.) In the context of a class action settlement, the court considers various factors including whether (1) the settlement is the result of arm's length bargaining, (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. (*Nordstrom*, at p. 581; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.) In considering the amount of settlement, the court is mindful that compromise is inherent and necessary in the settlement process. (*Wershba*, at p. 250.)¹

II. Application of General Principles

A. Terms of the Settlement

The settlement provides for Defendant to pay a Gross Settlement Amount (GSA) of \$950,000. After deducting one-third of the GSA (\$316,666.66) for attorney fees, attorney costs (\$7,005.82), an enhancement award for Plaintiff (\$10,000), and settlement administration costs (\$30,000), the settlement provides for distribution of a PAGA penalty fund of no less than \$585,833.34, with no less than \$439,375 to be paid to the LWDA, and no less than \$146,458.34 to be paid to the aggrieved employees. The parties have agreed to use CPT Group, Inc. (CPT) as the third-party settlement administrator. In that capacity, CPT will attempt to notify the aggrieved employees based on information provided by Defendant and distribute payments to the

¹ As Plaintiff points out, a PAGA settlement is different from a class action settlement in at least two respects. First, in considering a PAGA settlement, the court considers whether the total settlement amount achieves the PAGA's objective. Civil penalties are not meant to compensate employees but to serve law enforcement purposes by deterring unlawful conduct. Second, because the PAGA does not create property or substantive rights, aggrieved employees represented by the PAGA representative need not be given notice of the PAGA claim and cannot "opt out" of such a claim. Notwithstanding these difference, the general principles applicable to class action settlements apply equally in this context.

employees.² Aggrieved employees will not be required to submit claim forms to participate, will automatically receive the share of the settlement, and will have 180 days to cash their settlement checks. The amount of any checks that are returned as undeliverable or not cashed within 180 days shall be tendered to a fund benefitting Defendant's employees with personal or family emergencies.

B. Analysis of the Civil Penalties

The settlement represents a compromise with respect to the strength of Plaintiff's claims and Defendant's defenses to those claims. For instance, while Plaintiff contends that Defendant violated Labor Code section 226 by failing to include its address on wage statements, she acknowledges that Labor Code section was amended shortly before she filed suit to permit employers to "cure" such a violation by providing compliant wage statements to affected employees. The parties dispute whether Defendant timely cured the defective wage statements. Similarly, while Plaintiff contends that Defendant violated Labor Code section 512, which obligates employers to provide meal periods, Defendant maintains that it provided employees an extra hour of pay as a "meal period premium" pursuant to Labor Code section 226.7. Although Plaintiff disagrees, it is Defendant's position that it should not be penalized twice for the same violation. After considering the parties' respective positions before and during mediation, Plaintiff calculated civil penalties of \$842,511 for the failure to include an address on wage statements and \$178,145 for the failure to provide meal periods. The GSA represents about 93 percent of Plaintiff's projected total recovery of \$1,020,656.

The parties arrived at the settlement amount with the benefit of informal discovery and experienced counsel. For instance, Defendant provided Plaintiff with payroll data and calculations for aggrieved employees, including the number of deficient wage statements and the number of pay periods in which meal period premiums were paid. Plaintiff's counsel is experienced in wage-and-hour class actions, who believes the settlement to be fair and adequate for all involved. In addition, the parties reached their agreement with the benefit of a neutral mediator. These circumstances demonstrate that the agreement represents an arm's length transaction untainted by fraud, collusion, or self-dealing. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Accordingly, for these reasons, the court determines that the settlement is fair, adequate, and reasonable.

C. Attorney Fees and Costs

The PAGA contains a fee-shifting provision providing the prevailing party recovery of attorney fees and costs. (Lab. Code, § 2699, subd. (g).) Here, the one-third fee award is reasonable and consistent with fee awards in class action cases. (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11 ["Empirical studies show

² Plaintiff represents that based on the latest information, there are 3,002 persons who fall into the definition of "aggrieved employees" in this case. The estimated average payment for each aggrieved employee is \$48.23.

that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery' "). In addition, the GSA exceeds other PAGA awards that have been approved by courts in this state. (E.g., *Aguirre v. DSW, Inc.* (C.D.Cal. 2012) 2012 WL 11875296, at p. *3 [approving \$10,000 PAGA payment]; *Boyd v. Bank of America Corp.* (C.D.Cal. 2014) 2014 WL 6473804, at p. *8 [approving \$18,750 PAGA payment].) The success of the litigation and the experience of counsel in handling similar matters also favors an award of one-third of the recovery.

The reimbursement of costs of \$7,005.82 is also warranted. Plaintiff presents an itemization of costs, which consists of (1) copying, postage, and research costs; (2) mediation fees; (3) filing and jury fees; (4) CourtCall fees; and (5) parking and mileage. (Declaration of Paul K. Haines, Exh. F.) Similarly, Plaintiff demonstrates that the \$30,000 of administrative costs for CPT is reasonable and warranted. CPT is experienced as a settlement administrator (Declaration of Julie Green ¶¶ 4-7), and Plaintiff represents that the bid of \$30,000 was low and discounted. Accordingly, the attorney and administrative costs are approved as well.

D. Enhancement Award

Finally, Plaintiff's enhancement award of \$10,000 is reasonable. The purpose of such an award is to incentive aggrieved employees to undertake the risks associated with serving in a representative capacity. (See *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 ["service payments" compensate named plaintiff "for their efforts in bringing the action"]; *Ingram v. The Coca-Cola Co.* (N.D.Ga. 2001) 200 F.R.D. 685, 694 ["Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation' ").) Here, Plaintiff provided factual information and documentation to Plaintiff's counsel, assisted in identifying potential witnesses, and attended meetings with counsel. She estimates that she has spent at least 15 hours on these activities to help move the case forward. (Declaration of Sophia Resendez ¶ 5.) In addition, Plaintiff has agreed to a broader release of all known and unknown claims, including those that are not wage and hour related, subject to a waiver of Civil Code section 1542. Given Plaintiff's participation in the case and the broader waiver she has agreed to, the enhancement award is reasonable.

In sum, the settlement is fair, reasonable, and adequate for those concerned. The unopposed motion is granted.

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