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7 Attorneys for Plaintiff Javier Muzquiz

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10 JAVIER MUZQUIZ, as an individual on behalf  
of himself and all other similarly situated  
11 employees and/or aggrieved employees of  
Briles,

12  
13 Plaintiff,

14 v.

15 Briles Aerospace, LLC, a California limited  
liability company, and DOES 1 THROUGH 50,  
16 inclusive,

17 Defendant.  
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Case No.: 23STCV15241

[Assigned for All Purposes to Hon. Stuart M. Rice,  
Dept. 1]

**PAGA REPRESENTATIVE ACTION**

**DECLARATION OF VILMARIE CORDERO  
IN SUPPORT OF PLAINTIFF'S UNOPPOSED  
MOTION FOR APPROVAL OF PAGA  
SETTLEMENT AND REQUEST FOR AWARD  
OF ATTORNEYS' FEES, COSTS,  
ENHANCEMENT AWARD, AND  
SETTLEMENT ADMINISTRATION  
EXPENSES**

Date: June 5, 2025  
Time: 10:30 a.m.  
Dept: 1  
Judge: Hon. Stuart M. Rice

*[Notice of Motion; Memorandum of Points and  
Authorities; the Declaration of Javier Muzquiz; and  
[Proposed] Order are filed concurrently herewith]*

1 I, Vilmarie Cordero, declare as follows:

2 1. I am an attorney at law licensed to practice before all courts of the State of California. I am  
3 a managing shareholder of GrahamHollis, APC (“GrahamHollis”) in San Diego, California. My firm is  
4 the counsel of record for Plaintiff Javier Muzquiz (“Plaintiff”). Associate Attorney Allison E. Schubert  
5 and myself are the attorneys primarily handling this case. I am thoroughly familiar with and have personal  
6 knowledge of all the facts set forth herein, except as otherwise stated. If called as a witness, I could and  
7 would competently testify to the information set forth below.

8 2. I submit this declaration<sup>1</sup> in support of Plaintiff’s Unopposed Motion for Approval of  
9 PAGA Settlement and Request for Award of Attorneys’ Fees, Costs, Enhancement Award, and Settlement  
10 Administration Expenses (“Approval Motion”), which seeks an order:

- 11 ▪ Granting approval of the Settlement;
- 12 ▪ Appointing Apex Class Action, LLC as the Settlement Administrator;
- 13 ▪ Approving Settlement Administration Expenses in the amount of \$3,990 to be paid  
14 to the Settlement Administrator;
- 15 ▪ Awarding an Enhancement Award of \$5,000 to Plaintiff;
- 16 ▪ Awarding attorneys’ fees in the amount of \$84,000 (one-third of the Gross  
17 Settlement Amount) to GrahamHollis APC; and
- 18 ▪ Awarding litigation costs in the amount of \$15,577.96 to GrahamHollis APC.

19 3. A true and correct copy of the parties’ fully executed PAGA Settlement Agreement and  
20 Release of PAGA Claims (“Settlement Agreement”) is attached hereto as **Exhibit 1** and is incorporated  
21 herein by reference.

22 4. A true and correct copy of the letter explaining the Settlement that will be sent out to each  
23 of the Aggrieved Employees (“PAGA Explanatory Letter”) is attached as **Exhibit A** to the Settlement  
24 Agreement and is incorporated herein by reference.

25 5. In accordance with the Private Attorneys General Act of 2004 (“PAGA”), my office  
26 submitted the Settlement Agreement, Notice of Motion, and Memorandum of Points and Authorities to  
27 \_\_\_\_\_

28 <sup>1</sup> To the extent the terms used in this Approval Motion are defined in the Settlement Agreement, the  
defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

1 the California Labor and Workforce Development Agency (“LWDA”) on May 13, 2025. A true and  
2 correct copy of the May 13, 2025 confirmation of submission is attached hereto as **Exhibit 2** and  
3 incorporated herein by reference.

4 6. My firm has searched for other related lawsuits that may be impacted by the proposed  
5 settlement, and I am not aware of any other class or representative actions, in this Court or any other court,  
6 that assert the same or similar claims to those asserted in this action. I also made a reasonable inquiry of  
7 other members of my law firm and determined that they are not aware of any such actions.

8 **CASE BACKGROUND AND PROCEDURAL HISTORY**

9 7. Between May 11, 2020 to June 1, 2023, Plaintiff was employed by Defendant  
10 Briles Aerospace, LLC (“Defendant”) and Defendant’s predecessor company (Briles Aerospace, Inc.) as  
11 a grind operator. During the course of his employment, Plaintiff was classified as a non-exempt employee  
12 and paid an hourly wage on a bi-weekly basis.

13 8. On December 7, 2022, Plaintiff notified the LWDA and Defendant of his intent to assert  
14 the rights granted to him under PAGA. A true and correct copy of the December 7, 2022 PAGA notice is  
15 attached hereto as **Exhibit 3**.

16 9. On May 11, 2023, Plaintiff filed an amended PAGA notice with the LWDA and  
17 Defendant, notifying them of additional facts supporting Plaintiff’s PAGA claim for unsafe working  
18 conditions and adding Mike P. Briles as an individual defendant pursuant to Labor Code section 558.1. A  
19 true and correct copy of the May 11, 2023 amended PAGA notice is attached hereto as **Exhibit 4**.

20 10. On June 29, 2023, Plaintiff filed a class and PAGA representative action against  
21 Defendant in this Court. The class action was brought on behalf of himself and all current and former  
22 non-exempt employees who performed work for Defendant, either hired directly or through a staffing  
23 agency, in California at any time from June 29, 2019 through and including the last date of trial. The  
24 PAGA action was brought on behalf of himself and all current and former non-exempt employees who  
25 worked for Defendant in California at any time from April 25, 2022 through and including the last date of  
26 trial.

27 11. The operative complaint alleges that Defendant violated the Labor Code by: (1) failing to  
28 pay all minimum, regular, and/or overtime wages; (2) failing to provide legally compliant meal periods

1 and/or timely pay meal premiums; (3) failing to provide legally compliant rest periods and/or timely pay  
2 rest premiums; (4) failing to reimburse for necessary business expenditures; (5) failing to maintain  
3 accurate records; (6) failing to furnish accurate, itemized wage statements; (7) failing to timely pay all  
4 wages due and owing upon separation of employment and/or the required waiting time penalties;  
5 (8) violating California’s Unfair Competition Law (Business and Professions Code §§ 17200 et seq.); and  
6 (9) civil penalties under the Private Attorneys General Act of 2004.

7 12. Since its inception, Defendant has vehemently denied any liability or wrongdoing of any  
8 kind associated with the claims asserted in this action. Among other things, Defendant contends that it  
9 timely paid all wages owed, including at the time of separation of employment; provided all meal and rest  
10 periods; consistently provided accurate itemized wage statements; consistently maintained accurate  
11 records; and reimbursed all necessary business expenses. Defendant maintains that it did not engage in  
12 any Labor Code violations and that Plaintiff will not be able to demonstrate liability under PAGA.

13 13. On November 15, 2023, Defendant filed a motion to compel arbitration of Plaintiff’s  
14 individual claims, to dismiss his class claims, and to stay the PAGA claims pursuant to an arbitration  
15 agreement that Plaintiff signed in connection with his employment. Plaintiff filed an opposition on  
16 December 1, 2023. On January 3, 2024, the Court granted Defendant’s motion with respect to Plaintiff’s  
17 individual and class claims, but stayed Plaintiff’s representative PAGA claims pending arbitration of his  
18 individual PAGA claim. Plaintiff promptly filed his demand for arbitration with JAMS on  
19 January 24, 2024.

20 14. Plaintiff filed a petition for writ of mandate in the Court of Appeal, Second Appellate  
21 District, on March 1, 2024, seeking to overturn the Court’s order granting Defendant’s motion to compel  
22 arbitration and stay the PAGA action. Plaintiff’s petition was denied on May 16, 2024.

23 15. In April of 2024, the parties agreed to mediate Plaintiff’s individual wage and hour claims  
24 and PAGA claims.<sup>2</sup> Pursuant to the parties’ joint request, the Arbitrator continued all discovery-related  
25 deadlines until after the mediation.

26  
27 <sup>2</sup> In addition to the Gross Settlement Amount, Defendant has agreed to separately settle Plaintiff’s  
28 individual, non-PAGA wage and hour claims pursuant to a separate confidential Individual Settlement  
Agreement. The individual claims exist independent and apart from the PAGA claim for civil penalties at  
issue before the Court. *See Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2022) (the “[s]ettlement of

16. Over the course of the following months, the parties engaged in voluminous informal discovery in preparation for mediation. The parties exchanged hundreds of pages of documents, including written policies and procedures, time and payroll records for a 35 percent sample of Aggrieved Employees, data points such as the total number of pay periods, and complete personnel records for Plaintiff.

### **INVESTIGATION AND DISCOVERY**

17. As set forth above, the parties engaged in extensive informal discovery in connection with this action prior to mediation.

18. Following the parties' agreement to mediate Plaintiff's PAGA claims, Defendant produced its written policies and procedures relating to the claims asserted, including handbooks, attestation prompts, meal period waivers, and the bell schedule that notified employees when to clock in and out at the start and end of their shifts and when to take their meal and rest breaks. Defendant produced time and pay records for a randomly selected, 35-percent sample of Aggrieved Employees. Defendant further provided data points related to the number of Aggrieved Employees, their dates of employment, and the total number of pay periods in the PAGA Period. Following a thorough review of these documents, Plaintiff's counsel was able to make a detailed assessment of the strength and weaknesses of Plaintiff's claims, as well as Defendant's total potential liability.

19. Based on my experience litigating almost exclusively wage and hour claims for the past 15 years, I believe the information obtained and exchanged between the parties was sufficient for the parties to make an informed decision about the resolution of this case.

### **MEDIATION AND SETTLEMENT**

20. On March 3, 2025, the parties participated in a full-day mediation before Hon. Carl J. West (Ret.), an experienced and well-respected mediator and former Judge of the Los Angeles Superior Court. During mediation, the parties engaged in good-faith, non-collusive negotiations and discussed the realistic exposure to Defendant and the relative strengths and weaknesses of the claims.

individual claims does not strip an aggrieved employee of standing, as the state's authorized representative, to pursue PAGA remedies" nor resolve the PAGA claims).

21. With the mediator's assistance, the parties reached an agreement to settle Plaintiff's PAGA claims during the mediation. Over the following months, the parties finalized the terms of the Settlement Agreement.

22. The Settlement Agreement releases claims for civil penalties under the PAGA on behalf of Plaintiff and all current and former non-exempt employees who worked for Defendant Briles Aerospace, LLC in the State of California at any time from April 25, 2022 to May 2, 2025 (the "Aggrieved Employees").

#### **EVALUATION OF THE PAGA CLAIMS FOR SETTLEMENT PURPOSES**

23. The default formula used to calculate civil penalties under PAGA is as follows: (Initial Violation Penalty) x (Total Number of Employees during the PAGA Period) x (Total Number of Pay Periods during the PAGA Period). However, because this formula presumes that a violation occurs at least once per employee, per pay period, Plaintiff's counsel modified the formula to reflect the applicable violation rate for each claim based on the evidence obtained and Plaintiff's experiences and observations.

24. To evaluate Defendant's potential liability, Plaintiff's counsel used the following formula: (Initial Violation Penalty) x (Violation Rate) x (Number of Pay Periods During Relevant Period).

25. Plaintiff's counsel determined that Defendant's maximum potential liability was approximately \$1,331,662. This amount represents the maximum exposure Defendant could potentially face based on an "everything goes right" scenario for all claims, as well as the presumption that the Court would permit stacking—a practice now proscribed by the recent PAGA amendments—and would not reduce the civil penalties as "unjust, arbitrary and oppressive or confiscatory."

A. For the failure to pay minimum wages, Plaintiff's counsel used the civil penalty outlined in Labor Code section 1197.1 and determined that the maximum value of this claim was approximately \$239,652 (3,804 pay periods<sup>3</sup> x 63% violation rate x \$100 penalty). Based on an analysis of the time and pay records, Plaintiff determined there to be a 63% violation rate for unpaid minimum wages due to

<sup>3</sup> Defendant represents there are 3,600 pay periods worked by the Aggrieved Employees as of March 3, 2025. There are 3,804 pay periods when extrapolating this number to the end of the PAGA Period, or May 2, 2025.

Defendant's alleged practice of implementing a bell schedule that forced Aggrieved Employees to line-up at the time clock before the start of their shifts, resulting in off-the-clock work.

B. For the failure to pay overtime wages, Plaintiff's counsel used the civil penalty outlined in Labor Code section 558 and determined that the maximum value of this claim was approximately \$98,904 (3,804 pay periods x 52% violation rate x \$50 penalty). Based on an analysis of the time and pay records, Plaintiff determined there to be a 52% violation rate for unpaid overtime wages due to Defendant's alleged practice of implementing a bell schedule that forced Aggrieved Employees to line up at the time clock before the start of their shifts, resulting in off-the-clock work.

C. For the failure to provide compliant meal periods claim, Plaintiff's counsel used the civil penalty outlined in Labor Code section 558 and determined that the maximum value of this claim was approximately \$173,082 (3,804 pay periods x 91% violation rate x \$50 penalty). The violation rate was ascertained through an analysis of Aggrieved Employees' time records, which reflect facial meal period violations.

D. For the failure to provide compliant rest periods claim, Plaintiff's counsel used the civil penalty outlined in Labor Code section 2699(f) and determined that the maximum value of this claim was approximately \$380,400 (3,804 pay periods x 100% violation rate x \$100 penalty). Plaintiff determined there to be a 100% violation rate for non-compliant rest periods based on: (i) the allegation that Defendant's mandatory bell schedule was in effect for the duration of the PAGA Period and (ii) Plaintiff and other witnesses confirmed that they cut their rest periods short in order to comply with the bell system.

E. For the failure to pay waiting time penalties claim, Plaintiff's counsel used the civil penalty outlined in Labor Code section 2699(f) and determined that based on the 19 Aggrieved Employees who were former employees, the value of this claim was approximately \$1,900 (19 former employees x \$100 penalty).

1 F. For the failure to provide accurate itemized wage statements claim, Plaintiff's  
2 counsel used the civil penalty outlined in Labor Code section 2699(f) and  
3 determined that the maximum value of the claim was \$346,164. Because the claim  
4 is derivative of the unpaid wages and meal and rest period claims, Plaintiff's  
5 counsel used the highest violation rate associated with these claims (3,804 pay  
6 periods x 91% violation rate x \$100 penalty).

7 G. For the failure to reimburse necessary business expenses, Plaintiff's counsel used  
8 the civil penalty outlined in Labor Code section 2699(f) and determined that the  
9 maximum value of the claim was \$57,060. This is based on a 15-percent violation  
10 rate for Aggrieved Employees who Plaintiff alleges purchased tools to perform their  
11 work duties but were not reimbursed for expenses incurred in doing so (3,804 pay  
12 periods x 15% x \$100 penalty).

13 H. For the failure to maintain accurate records, Plaintiff's counsel used the civil  
14 penalty outlined in Labor Code section 1174.5 and determined that based on the 69  
15 Aggrieved Employees for whom Defendant allegedly did not maintain accurate  
16 records, the value of this claim was approximately \$34,500 (69 employees x \$500  
17 penalty).

18 I. For the failure to maintain a safe and healthful place of employment, Plaintiff's  
19 counsel valued this claim at \$0. Following Plaintiff's filing of the initial PAGA  
20 notice, the Division of Occupational Safety and Health conducted a workplace  
21 inspection and issued citations against Defendant. Pursuant to Labor Code section  
22 2699.3(b)(2)(A), Plaintiff cannot proceed with a PAGA action for Labor Code  
23 section 6400 *et seq.* if the Division issues a citation.

24 26. During the course of the litigation, the parties engaged in numerous and extensive  
25 discussions regarding the factual and legal issues presented in this litigation. Defendant has consistently  
26 denied any wrongdoing. Although Plaintiff maintains that all claims are meritorious and believes he would  
27 have prevailed had he taken the issues to trial, Plaintiff acknowledges that Defendant possesses legitimate  
28 defenses to liability, manageability, and the recovery of civil penalties.

27. For instance, the unpaid wages claims are based on Plaintiff's assertion that Defendant maintained the use of a bell system whereby a bell would ring two minutes before the start of employees' scheduled shift, alerting employees to line up at the timeclock so that they would be ready to work at their scheduled start time. Plaintiff claims that time spent abiding by the bell system and reporting to the time clock constitutes "hours worked" for which Defendant must provide compensation. Defendant, on the other hand, contends that it did not prevent employees from using this time for their own purposes. Defendant further contends that the bell system did not result in a net loss of wages because employees were permitted to leave their workstation and report to the timeclock to clock out two minutes before their shift ended. Defendant further contends that even if it was found liable for unpaid wages, Plaintiff's estimate of civil penalties is grossly inflated. *See Ramirez v. Yosemite Water Co.*, 20 Cal. 4th 785, 802 (1999) ("the court should consider, first and foremost, how the employee actually spends his or her time").

28. Plaintiff's meal and rest period claims are premised on the assertion that Defendant's bell system resulted in short meal and rest periods, as Plaintiff and Aggrieved Employees were required to report and line up at the timeclock and/or their workstation two minutes before their meal or rest periods ended so that they were readily available to work the moment their break was over. Plaintiff's meal period claim is also based on the assertion that prior to October of 2022, no meal periods were recorded in the time records, resulting in a rebuttable presumption of meal period violations. Defendant asserts that the applicable Wage Order does not require the recording of meal periods when operations cease at the manufacturing facility. Defendant further claims that employees were required to fill out an attestation form at the end of their shifts stating that they have reported all hours worked and taken their breaks, absolving them of liability for meal and rest period premiums. Such considerations posed a substantial obstacle for Plaintiff to maintain his meal and rest period claims.

29. As to the claim for failure to pay waiting time penalties, Defendant would likely assert a "good faith" defense that there were not any unpaid wages, which would preclude the imposition of waiting time penalties, or at the very least, substantially reduce the value of this claim. Further, this is a derivative claim and thus is dependent on the substantive violations that are alleged. *See, e.g., Road Sprinkler Fitters Local Union No. 669 v. G&G Fire Sprinklers, Inc.*, 102 Cal. App. 4th 765, 782-83 (2002) (a mistaken belief that wages are not owed may negate a finding of willfulness); *Nordstrom Commissions*

1 Cases, 186 Cal. App. 4th 576, 584 (2010) (discounting penalties on a Section 203 claim because a “good  
2 faith dispute” existed regarding the claimed wages).

3 30. Plaintiff’s claim for failure to provide accurate itemized wage statements is derivative of  
4 his meal and rest period and unpaid wages claims. Defendant contends that to the extent Plaintiff and the  
5 Aggrieved Employees received wage statements that were allegedly inaccurate, they suffered no actual  
6 damage or harm as a result. *See, e.g., Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1337  
7 (2018) (“[O]nly the absence of the hours worked will give rise to an inference of injury; the absence of  
8 accurate wages earned will be remedied by the violated wage and hour law itself...”). In addition,  
9 inadvertent mistakes and clerical errors are also good faith defenses to the wage statement claim. Lab.  
10 Code § 226(e)(3); *Harris v. Vector Marketing Corp.*, 656 F. Supp. 2d 1128, 1145-46 (N.D. Cal. 2009)  
11 (summary adjudication on plaintiff’s Section 226 claim was warranted because the record lacked evidence  
12 that conduct was knowing or willful).

13 31. Plaintiff alleges that while the Aggrieved Employees were required to purchase tools for  
14 work-related purposes at least three to four times per year, Defendant failed to reimburse them for such  
15 expenses. Defendant, however, contends that Plaintiff and other Aggrieved Employees were provided  
16 with all necessary equipment to complete their job duties and were not required to purchase tools for  
17 work-related purposes, and therefore did not incur any reimbursable expenses.

18 32. Because Plaintiff’s claims are based solely on PAGA violations, had he proceeded to trial,  
19 there is a substantial risk that any penalties assessed would have been reduced under Labor Code section  
20 2699(e)(2), which permits a court to reduce the award of penalties if the full amount of penalties would  
21 be “unjust, arbitrary, and oppressive or confiscatory.”

22 33. In reaching the settlement, my office carefully considered the following: information and  
23 documents obtained in informal discovery; the common experience of the Aggrieved Employees as  
24 determined through communications with Plaintiff and other witnesses and a thorough analysis of a  
25 35-percent sample of time and pay records; the strength of the case versus the amount offered in  
26 settlement; the risk, expense, complexity, and likely duration of further litigation; the need for Plaintiff to  
27 show that he suffered from a Labor Code violation in his individual arbitration to retain standing; the  
28

1 present state of the law as it applies to the claims asserted; and the burdens of proof necessary to establish  
2 liability against Defendant.

3 34. The Gross Settlement Amount of \$252,000 accounts for approximately 19 percent of  
4 Defendant's maximum potential exposure. While this represents a significant discount, assuming Plaintiff  
5 prevailed on all issues, established liability, and proved the civil penalties as estimated, this reduction is  
6 an extremely reasonable compromise considering the substantial risk Plaintiff may face in proving liability  
7 and determining the civil penalties. The settlement strikes a balance between the interests of all parties,  
8 including the State of California, the general public, and the Aggrieved Employees by providing timely  
9 relief while still penalizing Defendant for the violations alleged.

10 35. The settlement will provide Aggrieved Employees with a financial recovery and  
11 extinguish the risks associated with continuing the litigation and any appeals that would likely be filed  
12 following a judgment in Plaintiff's favor. Indeed, such efforts by Defendant would likely result in a delay  
13 of several years before this case could finally be resolved and both parties would incur substantially more  
14 in attorneys' fees and costs, whereas the settlement provides the State and the employees with a significant  
15 and timely recovery, making it well within the range of reasonableness.

16 36. I believe that the Gross Settlement Amount of \$252,000 provides a real and substantial  
17 benefit to the Aggrieved Employees and the State of California. This is particularly true considering the  
18 highly disputed nature of the claims, the risks associated with continued litigation, and the potential for  
19 appeals. The parties' determination of the fair value of the settlement was based on a number of factors,  
20 including an investigation of the applicable law as it applied to the facts discovered, the suitability of the  
21 case for trial, the PAGA claims and associated civil penalties, Defendant's potential defenses, and the  
22 Court's authority to reduce any civil penalties awarded. Based on my experience, I believe the settlement  
23 is a fair and reasonable compromise.

24 **PLAINTIFF'S ENHANCEMENT AWARD**

25 37. The Settlement Agreement provides that Plaintiff may request, and Plaintiff does so  
26 request, an Enhancement Award of \$5,000. The Enhancement Award is in addition to any other payment  
27 made to Plaintiff under the settlement.

28 38. My firm has spent a tremendous amount of time communicating and working with

1 Plaintiff over the course of the past two and a half years. Plaintiff has kept in regular contact with my  
2 office, provided relevant and helpful information to this litigation, and responded to all communications  
3 in a timely manner. Plaintiff provided factual information and documentation that was critical to our  
4 understanding of the case. He engaged in several telephonic conferences to discuss the circumstances  
5 surrounding the execution of Defendant's arbitration agreement and assisted in the preparation of a  
6 detailed declaration in support of his opposition to Defendant's motion to compel arbitration. Plaintiff also  
7 assisted my office in preparing for mediation by thoroughly explaining Defendant's policies and practices,  
8 and further attended the mediation session to answer questions and provide clarification as to the  
9 day-to-day issues faced by Aggrieved Employees. With Plaintiff's assistance, my office was able to  
10 negotiate a fair and reasonable settlement. Plaintiff has been involved in all stages of the litigation and has  
11 worked diligently to represent the interests of the other Aggrieved Employees and the State of California.

12 39. By stepping forward, Plaintiff jeopardized, and continues to jeopardize, the availability of  
13 future employment because his name is now associated with a lawsuit against his former employer. This  
14 is particularly true in the internet age where prospective employers may easily discover the lawsuit with  
15 a simple search engine inquiry.

16 40. In my experience, there are few individuals who are willing to step forward to serve as a  
17 named representative and put in the hard work, diligence, and personal financial risk that comes with  
18 undertaking such a responsibility. Plaintiff's refusal to waiver in his decision to prosecute this case  
19 demonstrates that he has, at all times, acted in the best interest of the Aggrieved Employees, the State of  
20 California and the general public, and that without his participation and efforts, there undoubtedly would  
21 have been no recovery.

22 41. I believe that the requested Enhancement Award of \$5,000 is fair and reasonable.

23 **PLAINTIFF'S COUNSEL'S EXPERIENCE**

24 42. I have been a member of the American Bar Association since my admission to the  
25 Puerto Rico State Bar in January 2006. I have been a member of the New York State Bar since April 2008,  
26 and a member of the State Bar of California since January 2010. I have a Master of Law (LLM) with a  
27 concentration in Employment and Labor Law from the University of San Diego School of Law. I have  
28 personally tried many bench and jury trials to verdict in various courts in California and I have represented

employees in employment litigation matters since 2008. My involvement in class and representative  
PAGA litigation spans nearly fifteen years.

43. Over the past ten years, my firm and I have been appointed as class counsel and received  
adequate and fair settlements in over 150 lawsuits in the district and state courts of California with claims  
similar to those presented here. Additionally, my firm currently serves as plaintiff's counsel for  
approximately 50 wage and hour class and representative actions. A list of the cases in which my firm has  
served as class counsel or currently serves as counsel for plaintiffs in employment actions pending  
throughout California is attached hereto as **Exhibit 5** and incorporated herein by reference.

44. I have been appointed as class counsel on the following California Superior Court cases –  
notably *Chavez v. Real Time Staffing Services, Inc.* settled for \$1.9 million on behalf of 3,120 class  
members, and Judge Medel awarded 35% in fees; *Escoto-Miranda v. Evans Tire & Service Centers, Inc.*  
settled for \$800,000 on behalf of 450 class members, and Judge Strauss awarded 33% in fees; *Subia v.*  
*National Securities Industries, Inc.* in the Superior Court for the County of Santa Clara, which settled for  
\$275,000 on behalf of 187 class members, and Judge Lucas awarded 30% in fees; *Flannery v. AGR Group*,  
settled for \$1,324,937 on behalf of approximately 5,182 class members, and Judge Andler awarded 33%  
in fees; *Costa v. Altman Specialty Plants, Inc.*, settled for \$2.4 million on behalf of 4,414 class members;  
*Parmelee v. Driveline Retail Merchandising, Inc.* settled for \$1,000,000 on behalf of approximately 1,261  
class members, and Judge Kapetan awarded 33.33% in fees; *Stafford v. Dollar Tree Stores, Inc.*, settled  
for \$4.6 million on behalf of approximately 5,000 class members and Judge Paul L. Beeman awarded 33  
and 1/3% in fees; *Digiaco v. Michael Castelli, Inc.*, Superior Court of the County of Riverside, which  
settled for \$225,000 on behalf of approximately 35 class members and Judge Waters awarded 33% in fees.

45. Allison E. Schubert is an attorney at my firm and the primary associate on this case.  
Ms. Schubert received her law degree from University of San Diego School of Law in May 2021, where  
she graduated *magna cum laude*. Ms. Schubert was admitted to the State Bar of California in  
November 2021. Prior to her admission to the bar, Ms. Schubert worked as a law clerk at my firm, gaining  
significant experience in employment wage and hour matters. Since 2021, she has represented employees  
in class and representative actions in both state and federal court.

46. Ms. Schubert has served as class and/or representative counsel in the following cases:

1 *Cesar Escalante, et al. v. Urth Payroll Services, Inc.*, Superior Court for the County of Los Angeles, which  
2 settled for \$625,000 on behalf of 1,999 aggrieved employees, and Judge Traber awarded fees of 40%;  
3 *Juan Carlos Corral v. Staples The Office Superstore LLC*, United States District Court Central District,  
4 which settled for \$800,000 on behalf of 2,289 class members and 2,525 aggrieved employees, and  
5 Judge Scarsi approved fees of 33.33%; *Florencio Quiroz, et al. v. Prestige Gunite, LP, et al.*, Superior  
6 Court for the County of Contra Costa, which settled for \$480,637.19 on behalf of 86 class members, and  
7 Judge Treat approved fees of \$167,879.05; *Anthony Bernardo v. FirstElement Fuel, Inc.*, Superior Court  
8 for the County of Orange, which settled for \$751,000 on behalf of 119 class members, and Judge Cluster  
9 approved fees of 33.33%; *Krizia Coombes, et al. v. HR Support*, Superior Court for the County of  
10 Alameda, which settled for \$525,000 on behalf of 1,199 class members, and Judge Markman awarded  
11 \$175,000 in fees; *Artibee v. CoreLogic Credco*, Superior Court for the County of San Diego, which settled  
12 for \$694,180 on behalf of 265 class members, and Judge Bacal awarded 1/3 in fees; and *Mario Arredondo*  
13 *Jr., et al. v. Pinkerton Consulting & Investigations Inc.*, Superior Court for the County of San Diego,  
14 which settled for \$1,350,000 on behalf of 235 class members, and Judge Pollack awarded 1/3 in fees.  
15 Ms. Schubert has also certified two employment class actions.

16 47. The other shareholders and I have considerable experience handling complex cases with  
17 claims similar to those asserted in this matter and have successfully represented tens of thousands of  
18 employees in state and federal courts throughout California.

19 **ATTORNEYS' FEES AND LITIGATION COSTS**

20 48. In accordance with the Settlement Agreement, Plaintiff's Counsel requests an award of  
21 attorneys' fees in the amount of \$84,000, or one-third of the Gross Settlement Amount, plus  
22 reimbursement of costs in the amount of \$15,577.96.<sup>4</sup>

23 49. As set forth above, the proposed Settlement before the Court is a great result for the  
24 Aggrieved Employees, the State of California, and the general public because it achieves the enforcement  
25 objective of the PAGA statute, while providing timely relief to the State and the Aggrieved Employees.

26  
27 <sup>4</sup> Fees and costs incurred in arbitrating and mediating Plaintiff's individual claims were billed directly to  
28 Plaintiff. All of the fees and costs Plaintiff seeks to recover in this action were incurred in representing  
the Aggrieved Employees and the State of California.

50. In my experience, plaintiffs in employment law cases are typically unable to pay their attorneys on an hourly basis and can only obtain representation if they can find counsel who are willing to accept their case on a contingency basis and advance either all or a significant portion of the costs. To that end, it is important that competent counsel is incentivized to bring complex and risky contingency cases, such as this case, by awarding attorneys' fees that are commensurate with the fees that the attorneys would have received had they negotiated a fee arrangement with Plaintiff ex ante.

51. Although case law supports fee awards as high as 50-percent on common settlement funds of less than \$10 million, Plaintiff's Counsel's request for an award of attorneys' fees in the amount of \$84,000, representing one-third of the Gross Settlement Amount, is both reasonable and fair in light of the amount of work performed and the amount of resources and labor employed in the prosecution of this action. Based on my experience and knowledge of the relevant legal market for wage and hour class actions, these amounts accurately reflect the marketplace for similar representation of plaintiffs in wage and hour cases on a contingency basis.

52. GrahamHollis has taken on substantial risk and expense in order to achieve the ultimate result in this matter. My firm bore the risk and costs of this action on a pure contingency basis with no guarantee that any of the fees or costs incurred would ever be recovered. GrahamHollis was also precluded from taking other fee-generating employment, since this action occupied a significant portion of my firm's time and resources. To date, GrahamHollis has not been compensated for any of its time or expenses since this action began.

53. In making a fee request in representative actions such as this, I always analyze the factors that a court must consider in awarding attorneys' fees, and I believe that the circumstances in this case justify the \$84,000 attorneys' fees award sought. From the beginning, this case presented unique challenges for Plaintiff, both factually and legally, and liability was highly contested. Defendant vigorously opposed Plaintiff's claims and was successful in compelling Plaintiff to arbitrate his individual claims. I believe that my firm's knowledge and experience, combined with our persistent efforts enabled us to work through these issues and combat Defendant's rigorous defense strategy. The results achieved by this Settlement were due, in large part, to our knowledge, experience and commitment to the litigation.

54. I believe an attorneys' fees award of \$84,000 is fair and reasonable and is well within the

range of what is typically charged in the marketplace. GrahamHollis's fee request, as expressed and contemplated in the Settlement Agreement, is in line with other settlements approved in California.

55. My firm demonstrated substantial skill, diligence, and efficiency in achieving the proposed Settlement, despite the aggressive defense strategy mounted by Defendant, and I believe an award of one-third of the common fund represents fair compensation for the high quality of our work and the excellent results achieved.

56. The reasonableness of the requested award is undoubtedly supported by a lodestar cross-check. Indeed, there has been a considerable amount of work performed by my firm in this action over the past two years.

57. GrahamHollis keeps contemporaneous billing records, which reflect time billed in one-tenth hour increments. My firm's lodestar to date is \$253,870.00 which represents a total of 534.4 hours worked on this action, including time that will be spent attending the hearing on this motion and assisting with the administration of the settlement.

58. In setting the hourly rates for myself and my associates, I consulted with attorneys with reputations, experience, and law practices similar to my firm and determined that the rates we charge are reasonable and are consistent with the prevailing market rates for attorneys and paralegals of comparable levels of experience, whether nationally or locally. Our rates also compare very favorably with rates approved by trial courts in similar class action litigation.

59. The billing rates for the lawyers who primarily worked on this case are as follows:

| Timekeeper                                                          | Billable Rate |
|---------------------------------------------------------------------|---------------|
| Vilmarie Cordero/Shareholder<br>(Admitted 2006 PR/2008 NYS/2010 CA) | \$1,050       |
| Allison E. Schubert/Associate<br>(Admitted 2021)                    | \$550         |
| Taylor M. Gee/Associate<br>(Admitted 2023)                          | \$475         |

60. These rates reflect the usual and customary rates charged by my firm for handling complex litigation such as this. Wage and hour litigation forms the vast majority of my firm's current work, and we have developed a high level of skill and competence in this field of litigation. The hourly rates are fair

and reasonable given the nature and complexity of this litigation and the experience level of each timekeeper.

61. After exercising shareholder discretion in reducing some billed hours, the following summarizes the hours spent by the respective timekeepers as part of this litigation:<sup>5</sup>

| Timekeeper                   | Years | Hours        | Billable Rate | Lodestar            |
|------------------------------|-------|--------------|---------------|---------------------|
| Vilmarie Cordero/Shareholder | 19    | 43.6         | \$1,050.00    | \$45,780.00         |
| Allison Schubert/Associate   | 3     | 217          | \$550.00      | \$119,350.00        |
| Taylor M. Gee/Associate      | 1     | 72           | \$475.00      | \$34,200.00         |
| Paralegals                   |       | 103.6        | \$280.00      | \$29,008.00         |
| Case Managers                |       | 18.5         | \$260.00      | \$4,810.00          |
| Law Clerks                   |       | 79.7         | \$260.00      | \$20,722.00         |
| <b>TOTAL</b>                 |       | <b>534.4</b> |               | <b>\$253,870.00</b> |

62. In all instances, the timekeeper indicates the date and the amount of time spent on a task in one-tenth of an hour increments, describes the work that was performed during the indicated time period, and identifies the matter to which the time should be charged. GrahamHollis APC's time records on this matter include, but are not limited to, time spent investigating and researching the legal issues raised in this action; drafting the written notices to the LWDA; preparing the complaint and other legal pleadings; preparing the opposition to Defendant's motion to compel arbitration; filing a petition for writ of mandate to overturn the order granting Defendant's motion to compel arbitration and to stay the PAGA litigation; drafting and responding to correspondence; communicating with Plaintiff; reviewing and analyzing documents produced by Defendant, including hundreds of pages of time and pay records; conducting the damages analysis; drafting a detailed mediation brief; participating in mediation; negotiating the terms of the settlement and finalizing the written agreement; moving for approval of the settlement; preparing for and attending the hearing on Plaintiff's approval motion; and ensuring that the settlement funds are distributed accordingly.

<sup>5</sup> If the Court finds it appropriate to review the complete billing records, a copy will be made available upon request for an in-camera review.

63. My firm's lodestar to date is over \$253,000, which only includes work performed to date, and does not include the time and effort counsel will incur in the future attending the approval hearing, or in the administration of the PAGA Settlement.

64. The hours spent prosecuting this action are not only reasonable but necessary for the successful prosecution and recovery obtained on behalf of the State, the general public and the Aggrieved Employees.

65. GrahamHollis seeks a Litigation Costs award in the amount of \$15,577.96 for costs incurred in connection with this action. GrahamHollis maintains accounting records in its ordinary course of business. The costs and expenses identified in the following summary are taken from expense records, receipts, credit card statements, and check records. My firm's litigation costs include filing fees, court fees, postage, attorney services fees, and mediation fees. These types of expenses are those which are customarily billed to fee-paying clients and routinely reimbursed. All of the litigation costs incurred by GrahamHollis were reasonably and necessarily incurred to effectively prosecute this action, as summarized in the following table:

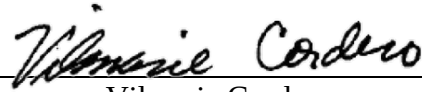
| Summary by Expense Type |                    |
|-------------------------|--------------------|
| Attorney Service        | \$210.93           |
| Court Reporter          | \$495.00           |
| Transcripts             | \$459.00           |
| Document Imaging        | \$20.00            |
| DocuSign                | \$120.00           |
| Filing/Court Fees       | \$3,999.06         |
| Mediator                | \$9,500.00         |
| Online Research         | \$705.55           |
| Photocopies/Prints      | \$19.15            |
| Postage                 | \$49.27            |
| <b>Total</b>            | <b>\$15,577.96</b> |

66. Under the circumstances, I believe the requested attorneys' fees and litigation costs are appropriate and should be approved as fair and reasonable.

67. In sum, it is my opinion that this settlement is fair, reasonable, and adequate, and in the best interest of the Aggrieved Employees and the State of California. The settlement is a good result by any measure, particularly considering Defendant's formidable arguments against liability and civil penalties. In light of these issues, and the fact that the settlement was the product of protracted,

1 contentious, and arm's-length negotiations between highly experienced counsel with the assistance of a  
2 well-respected neutral third-party mediator, I believe that the settlement should be approved.

3  
4 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
5 true and correct. Executed on this 13<sup>th</sup> day of May 2025 in San Diego, California.

6  
7 

Vilmarie Cordero

# **EXHIBIT 1**

## **PAGA SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS**

This PAGA Settlement Agreement and Release of PAGA Claims (“Agreement”) is made by and between Plaintiff Javier Muzquiz (“Plaintiff”) and Defendant Briles Aerospace, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

### **1. DEFINITIONS.**

- 1.1. “Action” means Plaintiff’s representative PAGA lawsuit against Defendant captioned: *Javier Muzquiz v. Briles Aerospace, LLC* (Superior Court of California, County of Los Angeles, Case No. 23STCV15241).
- 1.2. “Administrator” or “Settlement Administrator” means Apex Class Action, LLC (“Apex”) the neutral entity appointed to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse Administrator for its reasonable fees and expenses in accordance with the Administrator’s quote submitted to the Court for approval of this Settlement.
- 1.4. “Aggrieved Employee Data” means Aggrieved Employees’ identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of Pay Periods.
- 1.5. “Court” means the Superior Court of California, County of Los Angeles.
- 1.6. “Defense Counsel” means the law firm of Boren, Osher & Luftman, LLP, including Amanda N. Luftman.
- 1.7. “Effective Date” shall mean the date the Court approves the settlement and enters judgment in the Action.
- 1.8. “Gross Settlement Amount” means \$252,000.00, which is the total amount Defendant agrees to pay under the Settlement as provided in Paragraph 3.1 below. The Gross Settlement Amount represents the total amount payable under this Agreement by Defendant, and shall include all payments incurred as part of the Settlement, including, without limitation, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, PAGA Representative Enhancement Award, and the Administrator’s Expenses Payment.
- 1.9. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.10. “Judgment” means the judgment entered by the Court based upon the approval of this PAGA Settlement.
- 1.11. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

- 1.12. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.13. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees, PAGA Counsel Costs, the Administration Expenses Payment, and the PAGA Representative Enhancement Award.
- 1.14. “PAGA” means the Private Attorneys General Act (Labor Code § 2698 *et seq.*).
- 1.15. “PAGA Counsel” means GrahamHollis, APC, including Vilmarie Cordero and Allison E. Schubert, the attorneys representing Plaintiff in the Action.
- 1.16. “PAGA Counsel Fees” and “PAGA Counsel Costs” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred in prosecution of the Action.
- 1.17. “PAGA Explanatory Letter” means the Court-approved form of the Notice of PAGA Representative Action Settlement.
- 1.18. “PAGA Notices” means Plaintiff’s December 7, 2022 and May 11, 2023 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.19. “PAGA Period” means the period from April 25, 2022 to May 2, 2025, subject to the Escalator Clause in Paragraph 3.1.2 in the event the number of Pay Periods exceeds the 10% threshold at the time of Court approval.
- 1.20. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA.
- 1.21. “PAGA Representative Enhancement Award” means the enhancement payment awarded to Plaintiff in an amount not to exceed \$5,000 in recognition for the work performed as the PAGA representative.
- 1.22. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, i.e., was not on vacation or a leave of absence. Pay Periods shall be calculated using Aggrieved Employees’ hire dates, dates of termination, and rehire dates with respect to relevant roles, as applicable.
- 1.23. “Plaintiff” means Javier Muzquiz, the named representative PAGA plaintiff in the Action.
- 1.24. “Released PAGA Claims” means all claims made or which could have been made for civil penalties under the PAGA, Labor Code section 2698, *et seq.*, based on the facts pled in Plaintiff’s letters to the LWDA and the complaint being released by Plaintiff and the State of California (through Plaintiff as Private Attorneys General) as described in Paragraph 5 below.

- 1.25. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.26. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.27. "Settlement Group" shall consist of all current and former non-exempt employees who worked for Defendant in the State of California at any time from April 25, 2022 through the end of the PAGA Period, also referred to herein as "Aggrieved Employees."

## **2. RECITALS.**

- 2.1. On June 29, 2023, Plaintiff commenced the Action by filing a class and PAGA complaint alleging causes of action against Defendant for class and representative claims under the Labor Code and PAGA.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.3. Plaintiff alleges that Defendant violated the Labor Code by (1) failing to provide compliant meal periods and/or timely pay premiums; (2) failing to provide rest periods and/or timely pay premiums; (3) failing to timely pay all minimum, regular, and overtime wages; (4) failing to provide accurate itemized wage statements; (5) failing to reimburse for business expenses; (6) failing to pay all wages due during and upon separation of employment; and (7) failing to maintain a safe and healthful place of employment.
- 2.4. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged therein.
- 2.5. On November 20, 2023, Defendant moved to compel Plaintiff's individual wage and hour and non-representative PAGA claims to arbitration.
- 2.6. On January 3, 2024, the Court granted Defendant's motion to compel arbitration of individual claims, to strike the class claims, and to stay the PAGA action pending the outcome of Plaintiff's individual arbitration.
- 2.7. On March 3, 2025, the Parties resolved the entirety of the claims alleged by Plaintiff against Defendant (including his individual wage and hour claims and the PAGA claims) at private mediation with Hon. Carl J. West (Ret.). The resolution of Plaintiff's individual, non-PAGA claims is separate from this Agreement. The resolution of the PAGA claims was memorialized in a Memorandum of Understanding ("MOU") signed by the parties on March 7, 2025.
- 2.8. During the mediation, the Parties engaged in good-faith, arm's length negotiations. At the conclusion of the mediation, the Parties resolved the Action, subject to the execution of this comprehensive PAGA Settlement Agreement and approval by the Court.

- 2.9. Plaintiff, through his counsel, conducted a significant investigation of the PAGA claims prior to attending the mediation. Plaintiff obtained, through informal discovery, Plaintiff's personnel file, time records, and wage statements; Defendant's written policies and exemplars; and time and payroll records for a 35% sample of Aggrieved Employees. Plaintiff also received aggregate data, including the total number of pay periods, total number of current and former Aggrieved Employees, and dates of employment.
- 2.10. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Defendant shall pay a settlement payment of **\$252,000.00**, which will create a non-reversionary common fund (hereinafter "Gross Settlement Amount" or "GSA") inclusive of Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, PAGA Representative Enhancement Award, and the Administrator's Expenses Payment.
  - 3.1.1. Defendant has no obligation to pay the Gross Settlement Amount prior to the funding deadline established herein in Paragraph 4.3 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.
  - 3.1.2. Escalator Clause. Defendant represents based on a good faith and informed estimate, and available documentation as of March 3, 2025 (the date of the mediation), that there are 3,600 Pay Periods worked by approximately 69 Aggrieved Employees as of March 3, 2025. In the event the number of Pay Periods during the PAGA Period increases by more than 10% over this estimate (i.e., 3,960 pay periods), the GSA shall increase proportionately by the percentage increase over the 10% threshold (i.e., if there is an 11% increase in the number of Pay Periods in the PAGA Period, the GSA will increase by 1%). Alternatively, Defendant shall have the option to cut off the PAGA Period as of the date that there are 3,600 Pay Periods worked.
- 3.2. Net Settlement Amount. The amount remaining after deducting the Court approved PAGA Counsel Fees and PAGA Counsel Costs, the Settlement Administration Expenses Payment, and the PAGA Representative Enhancement Award, shall be known as the "Net Settlement Amount" or "NSA." One Hundred Percent (100%) of the Net Settlement Amount shall be paid as a Labor Code Section 2699 penalty payment and shall be distributed and paid as follows: (i) 75% to the Labor and Workforce Development Agency ("LWDA") and (ii) 25% to the Aggrieved Employees, pursuant to Labor Code section 2699(i). The 25% to be paid to the Aggrieved Employees shall be divided among all Aggrieved Employees based on each Aggrieved Employees' respective number of Pay Periods worked for Defendant in California during the PAGA Period.
- 3.3. Settlement Administration Costs. The reasonable costs incurred by the Settlement Administrator in administering the settlement, as approved by the Court, shall be deducted from the GSA and are

currently estimated not to exceed \$3,990.00. Any reduction by the Court of this request will revert to the NSA.

- 3.4. PAGA Counsel Fees. Defendant will not oppose PAGA Counsel's request for attorneys' fees for up to one third (1/3) of the Gross Settlement Amount or \$84,000.00. Any reduction by the Court of this request will revert to the NSA.
- 3.5. PAGA Counsel Costs. Defendant will not oppose PAGA Counsel's requests for reimbursement of the actually incurred litigation costs. Any reduction by the Court of this request will revert to the NSA.
- 3.6. PAGA Representative Enhancement Payment. Subject to Court approval, Plaintiff will seek an enhancement payment in an amount not to exceed \$5,000 from the GSA, in addition to his Individual PAGA Payment in recognition for the work performed as the PAGA representative. Any reduction by the Court of these requests will revert to the NSA.
- 3.7. The LWDA PAGA Payment. The LWDA PAGA Payment shall be 75% of the NSA.
- 3.8. The Individual PAGA Payments. The Individual PAGA Payments to the Aggrieved Employees will be calculated based on the respective number of Pay Periods each Aggrieved Employee worked during the PAGA Period. It shall be the duty of the Settlement Administrator to calculate the respective number of Pay Periods for each Aggrieved Employee. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if applicable. The payments to Aggrieved Employees are entirely civil penalties.
  - 3.8.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the 25% portion of the NSA by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods.

#### **4. SETTLEMENT ADMINISTRATION AND FUNDING.**

- 4.1. Settlement Administrator. Apex Class Action, LLC will manage the administration of this Settlement. Plaintiff has verified that Apex, as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements. The Parties agree that the Settlement Administrator will administer this settlement and will issue to Aggrieved Employees a Form 1099 for all amounts paid as penalties. The Settlement Administrator has a duty to perform or observe all tasks contained in this Agreement or otherwise.
- 4.2. Qualified Settlement Fund. The Settlement Administrator is responsible for establishing the Qualified Settlement Fund ("QSF"). The QSF shall be an interest-bearing account within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq., at a federally insured bank that is mutually acceptable to the Parties and

the Settlement Administrator. The Settlement Administrator shall serve as a Trustee of the QSF and shall act as a fiduciary with handling of all tax-related issues, reporting, and payments. The Settlement Administrator shall act in a manner necessary to qualify and maintain the QSF as a Qualified Settlement Fund and the Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Parties agree that the QSF shall be a non-reversionary fund and that under no circumstance will there be any reversion to Defendant of any of the funds from the QSF or the GSA.

- 4.3. Aggrieved Employees Totals. Based on its records, Defendant estimates that, as of March 3, 2025, there were 69 Aggrieved Employees who had worked a total of 3,600 Pay Periods. The Settlement Administrator shall have the final authority in calculating the total Pay Periods worked by the Aggrieved Employees during the PAGA Period, calculated pursuant to the terms of this Agreement. If the total Pay Periods exceeds the estimated amount by 10%, the Settlement Administrator shall notify the Parties within five (5) calendar days of receipt of the Aggrieved Employee Data. Defendant shall have seven (7) business days to decide whether to cap the PAGA Period or to make any additional settlement payments in accordance with the Escalator Clause in this Settlement.
- 4.4. Aggrieved Employee Data. No later than fifteen (15) calendar days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet or substantially similar format. The Settlement Administrator must maintain the Aggrieved Employee Data secured and in strict 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 the Administrator's employees who need access to the Aggrieved Employee Data to effect and perform the terms under this Agreement. At no time during the Settlement process will any Aggrieved Employee's full Social Security Number be filed by the Parties or the Administrator with the Court, except under seal as may be ordered by the Court. The Settlement Administrator shall ensure that any communications to Aggrieved Employees shall not include any Aggrieved Employees' Social Security Number, except the last four digits, if necessary. Defendant has a continuing duty to immediately notify the Settlement Administrator if it discovers 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 Settlement 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.
- 4.5. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than thirty (30) calendar days after the Effective Date.
- 4.6. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will distribute the Administration Expenses Payment, PAGA Counsel Fees, PAGA Counsel Costs, and PAGA Representative Enhancement Payment.

- 4.7. Mailing of Individual PAGA Payments. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall mail the PAGA Explanatory Letter (attached hereto as **Exhibit A**) along with the Individual PAGA Payments to all Aggrieved Employees by first-class U.S. mail. Prior to mailing, the Settlement Administrator shall perform a National Change of Address (NCOA) search and an Accurint®, (or substantially similar) in-depth skip trace to obtain the best possible address for the Aggrieved Employee.
  - 4.7.1. The Settlement Administrator will verify, in writing, that the PAGA Explanatory Letter has been disseminated and will provide such verification to PAGA Counsel and Defense Counsel at the time of mailing. The Settlement Administrator shall maintain records of its work, which will be available for inspection upon request by Defense Counsel.
  - 4.7.2. The face of each Individual PAGA Payment 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. Thereafter, any settlement check to an Aggrieved Employee that is not collected within one hundred eighty (180) days of mailing to the Aggrieved Employees shall be cancelled, and funds associated with the check shall be transmitted to the California State Controller's Office, Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.8. Undeliverable Checks. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, or as requested by the Aggrieved Employee prior to the void date.
  - 4.8.1. If an Individual PAGA Payment is returned as undeliverable with a forwarding address provided by the United States Postal Service before the void date, the Settlement Administrator will promptly resend the Explanatory Letter and Individual PAGA Payment to that forwarding address. If any Individual PAGA Payment is returned from any mailing and/or re-mailed, the Settlement Administrator will note for its own records and notify the Parties' Counsel of the date of such re-mailings as part of a weekly status report provided to the Parties.
  - 4.8.2. If an Individual PAGA Payment is returned as undeliverable without a forwarding address from its first mailing, the Settlement Administrator shall undertake all reasonable efforts to locate a current address, including performing an Experian (or substantially similar) in-depth skip trace or mass search on LexisNexis databases based on set criteria. If the Settlement Administrator obtains a more current address, the Settlement Administrator shall resend the Explanatory Letter and the Individual PAGA Payment to that address. No further action by the Settlement Administrator shall be required regarding undeliverable Explanatory Letters and Individual PAGA Payments.
- 4.9. Uncashed Funds. Any residual amount of the Net Settlement Amount remaining after all Individual PAGA Payments are made resulting from any returned or uncashed checks shall be sent to the California State Controller's Office in the name of the Aggrieved Employee.
- 4.10. Accounting. The Settlement Administrator will provide an accounting under oath to PAGA Counsel and Defense Counsel of the amounts paid from the Settlement prior to any final

accounting hearing set by the Court, or in case no such hearing is required, no later than nine (9) months after the Individual PAGA Payments have been disbursed, or sixty (60) days from the settlement checks' void date, whichever is later.

## **5. RELEASE OF CLAIMS.**

- 5.1. Release by Aggrieved Employees. Upon deposit of the GSA in the Qualified Settlement Fund, Plaintiff and the State of California (through Plaintiff as Private Attorneys General) release any and all claims for civil penalties arising from the claims alleged in the PAGA Notices and operative complaint during the PAGA Period, including any claims for civil penalties arising from Defendant's alleged violations of the California Labor Code, et seq. for, inter alia, failure to provide compliant meal periods and/or timely pay premiums; failure to provide rest periods and/or timely pay premiums; failure to timely pay all minimum, regular, and overtime wages; failure to provide accurate itemized wage statements; failure to reimburse for business expenses; failure to pay all wages due during and upon separation of employment; and failure to maintain a safe and healthful place of employment.

## **6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

- 6.1. Plaintiff's Responsibilities. At least five (5) business days prior to filing, Plaintiff will prepare and deliver to Defense Counsel (i) a draft Motion for Approval and (ii) a draft [Proposed] Order Granting Approval of PAGA Settlement.
- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 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 is responsible for delivering the Court's approval Order and Judgment 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, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting 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 good faith to modify the Agreement and otherwise satisfy the Court's concerns.

## **7. CONTINUING JURISDICTION OF THE COURT.**

- 7.1. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction pursuant to Code of Civil Procedure Section 664.6 over the Parties, Action, and the Settlement 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.

## **8. ADDITIONAL PROVISIONS.**

- 8.1. 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 and/or PAGA Notices 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. The Parties agree that representative treatment is for purposes of this Settlement only. 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 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).
- 8.2. 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, other than the Individual Settlement Agreement agreed to by Plaintiff and Defendant.
- 8.3. 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.
- 8.4. Informed, Voluntary Signature. In entering into this Agreement, Plaintiff, individually and on behalf of the Aggrieved Employees, represents that, before executing this Agreement, he has completely read all the terms herein and that he fully understands and voluntarily accepts the terms after having the opportunity to consult adequate legal counsel of his choice. Plaintiff, individually and on behalf of the Aggrieved Employees, further acknowledges and agrees that he has received a reasonable period of time of at least five (5) business days to consider this Agreement and that the subsequent discovery of any facts by him, whether or not existing on the date of this Agreement and no matter how material, shall have no effect on the validity of the Agreement.
- 8.5. 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 the Settlement Agreement where necessary, 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.
- 8.6. 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 8.7. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are 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.
- 8.8. 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.
- 8.9. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of each of the Parties.
- 8.10. 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.
- 8.11. 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.
- 8.12. 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.
- 8.13. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the date when the Court discharges the Settlement Administrator's obligation to provide a declaration confirming the final pay out of all settlement funds, Plaintiff shall destroy, all paper and electronic versions of the Aggrieved Employee Data received from Defendant unless, prior to the Court's discharge of the Settlement Administrator's obligation, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of the Aggrieved Employee Data.
- 8.14. No-Publication Provision. Plaintiff and PAGA Counsel shall not, other than necessary filings related to completing the Settlement and obtaining preliminary and final approval, publicize, advertise, or otherwise draw public or media attention to the fact or terms of settlement, including but not limited to postings on social media (such as Twitter, Instagram, Facebook, TikTok, LinkedIn, Plaintiff's Counsel's firm website, or other social media platform).
- 8.15. Headings and Severability. 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. All provisions of this Agreement are severable. The invalidity or unenforceability of any provision of

this Agreement shall not affect or impair any other provisions, which shall remain in full force and effect.

- 8.16. 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.
- 8.17. 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 (if confirmation of delivery has been received) or messenger, addressed as follows:

To Plaintiff:

GRAHAMHOLLIS, APC  
Vilmarie Cordero and Allison E. Schubert  
3555 Fifth Avenue, Suite 200  
San Diego, CA 92103  
619-692-0800

To Defendant:

BOREN, OSHER & LUFTMAN, LLP  
Amanda N. Luftman  
222 N. Pacific Coast Highway, Suite 2222  
El Segundo, CA 90245  
310-322-2021

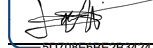
- 8.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same 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.
- 8.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring the Action to trial under Code of Civil Procedure section 583.310 for the period of this settlement process starting from the date of the March 3, 2025 mediation to the final determination of the Court on approval of the settlement of the Action, and if settlement is approved by the Court, then the extension is throughout the remainder and finalization of the settlement fund disbursement process.
- 8.20. Attorneys’ Fees and Costs. Other than as set forth herein, the Parties agree to bear their own attorneys’ fees and costs in connection with the Action, including in the preparation and implementation of this Agreement.

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties as follows:

Dated: 4/8/2025

**PLAINTIFF:**

DocuSigned by:



90708E0BE2B3424  
Javier Muzquiz

Dated: 4/9/2025

**GRAHAMHOLLIS APC:**



Vilmarie Cordero  
Allison E. Schubert  
Attorneys for Plaintiff and Aggrieved Employees

Dated:

**DEFENDANT BRILES AEROSPACE, LLC**

By: \_\_\_\_\_  
(Authorized Representative of Defendant)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated:

**BOREN, OSHER & LUFTMAN, LLP**

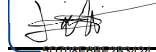
\_\_\_\_\_  
Amanda N. Luftman  
Attorneys for Defendant

IN WITNESS WHEREOF, this Settlement Agreement has been duly executed by and on behalf of the Parties as follows:

Dated: 4/8/2025

**PLAINTIFF:**

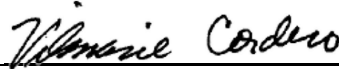
DocuSigned by:



Javier Muzquiz

Dated: 4/9/2025

**GRAHAMHOLLIS APC:**



Vilmarie Cordero

Allison E. Schubert

Attorneys for Plaintiff and Aggrieved Employees

Dated:

**DEFENDANT BRILES AEROSPACE, LLC**



By: [Ryan Kinslow \(Apr 9, 2025 13:04 CDT\)](#)

(Authorized Representative of Defendant)

Name: Ryan Kinslow

Title: Chief Executive Officer

Dated:

**BOREN, OSHER & LUFTMAN, LLP**



Amanda N. Luftman

Attorneys for Defendant

# EXHIBIT A

Dear [NAME]:

The enclosed check is your proportional share of the settlement payment in the California Private Attorneys General Act ("PAGA") lawsuit titled *Javier Muzquiz v. Briles Aerospace, LLC*, Case No. 23STCV15241 (Los Angeles Superior Court). You are receiving this check because you worked for Briles Aerospace, LLC within the state of California at some point between April 25, 2022 and [DATE].

It is important to note that Briles Aerospace, LLC denies all claims and allegations in the lawsuit and that no court has found that the company did anything wrong or violated any laws. Rather, to avoid further costs and time in defending the lawsuit, Briles Aerospace, LLC has settled the lawsuit, and the Court has approved the settlement and release of the PAGA claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You are not a party to this lawsuit, but you and the government will be bound by the judgment in this matter as to PAGA civil penalties, including being bound by the following release:

Plaintiff and the State of California (through Plaintiff as Private Attorneys General) release any and all claims for civil penalties arising from the claims alleged in the PAGA Notices and operative complaint during the PAGA Period, including any claims for civil penalties arising from Defendant's alleged violations of the California Labor Code, et seq. for, inter alia, failure to provide compliant meal periods and/or timely pay premiums; failure to provide rest periods and/or timely pay premiums; failure to timely pay all minimum, regular, and overtime wages; failure to provide accurate itemized wage statements; failure to reimburse for business expenses; failure to pay all wages due during and upon separation of employment; and failure to maintain a safe and healthful place of employment.

Enclosed you will also find an IRS Form 1099 for 100% of this payment, which represents civil penalties only. Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date.

If you have any questions about this payment, contact Apex Class Action, LLC, the Settlement Administrator at (000) 000-0000. Please note that we cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,

# **EXHIBIT 2**

# **EXHIBIT 3**

December 7, 2022

**Attorneys at Law**

3555 Fifth Avenue Suite 200  
San Diego, California 92103  
619.692.0800 voice  
619.692.0822 fax

[www.grahamhollis.com](http://www.grahamhollis.com)

Allison E. Schubert  
aschubert@grahamhollis.com  
619.436.5592 direct

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson

Nathan Reese

David Lin

Erik Dos Santos

Nora Steinhagen

Alyssa Smith

Allison Schubert

Alex Kuner

Dawn M. Berry

\*Provisionally Licensed Lawyer

**VIA ONLINE ELECTRONIC FILING**

California Labor and Workforce Development Agency  
Attn: PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, CA 94612

California Division of Occupational Health and Safety  
1515 Clay Street, Suite 1901  
Oakland, CA 94612

**CERTIFIED MAIL (RETURN RECEIPT)**

Briles Aerospace, LLC  
1559 W. 135th Street  
Gardena, CA 90249

Briles Aerospace, LLC  
c/o C T Corporation System  
Agent for Service of Process  
330 N Brand Blvd, Suite 700  
Glendale, CA 91203

**Re: Javier Muzquiz's PAGA Claims against Briles Aerospace, LLC**

Dear California Labor and Workforce Development Agency, and Briles Aerospace, LLC:

Please be advised that Javier Muzquiz ("Claimant") has retained our firm, GrahamHollis APC, to represent him for claims against his employer Briles Aerospace, LLC ("the Company").

This letter shall serve as Claimant's written notice to the Labor and Workforce Development Agency ("LWDA") and the Company of the alleged Labor Code violations. Claimant claims that the Company committed against him and all other non-exempt employees in California during their employment. Claimant provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2699.3. Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly.

Pursuant to Labor Code section 2699(a), and by way of this letter, Claimant also intends to represent all other current and former non-exempt employees who performed

work for the Company in California and who have suffered at least one of the wage and hour violations described herein during their employment (the “Aggrieved Employees”).

### **FACTUAL BACKGROUND**

Briles Aerospace, LLC is a California limited liability company that specializes in manufacturing a variety of airplane parts, including standard and specialized fasteners. Briles Aerospace, LLC’s principal place of business is located in Gardena, California.

Claimant has worked for the Company from May 10, 2020 to the present as a “Centerless Grind Operator.” Claimant typically works five to six days per week from 6:00 a.m. to 4:30 p.m., consisting of two mandatory hours of overtime and one Saturday shift from 6:00 a.m. to 2:30 p.m. Claimant is a non-exempt employee and is paid an hourly wage of \$28.00 per hour on a bi-weekly basis. Claimant’s job duties include manual labor and handling heavy machinery to manufacture various airplane parts, including but not limited to, radios, screws, bolts, and nails.

At all relevant times, the Company denied Claimant and other Aggrieved Employees the specific rights afforded to them under Labor Code and IWC Wage Order No. 1-2001. Specifically, the Company failed to timely pay all minimum, regular, and overtime wages; failed to provide legally compliant meal and/or rest periods and/or timely pay premium wages; failed to indemnify all necessary business expenditures; failed to timely pay all wages due and owing upon separation of employment and/or pay the required waiting time penalties; failed to furnish accurate itemized wage statements; failed to maintain accurate employment records; and failed to provide a safe and healthful place of employment.

Claimant contends that the Company failed to timely pay Aggrieved Employees, including himself, all minimum, regular, and overtime wages for all time actually worked or spent under the control of the Company. At all relevant times, the Company has a policy, practice, procedure and/or guideline that requires employees to work off-the-clock. For example, the Company requires employees to report to the time clock several minutes prior to the start of their shifts, but does not pay them for this time. Specifically, Claimant and other Aggrieved Employees are required line up at the time clock no later than 5:54 a.m. for their 6:00 a.m. shift start-time. A bell rings at 5:58 a.m. notifying Aggrieved Employees to clock in at 6:00 a.m. The Company also requires Claimant and other Aggrieved Employees, to line-up at the time clock no later than 11:28 a.m. to clock out for their meal breaks, which end at 11:30 a.m. Thus, Claimant and Aggrieved Employees work before their designated hours and during their meal breaks, however, the Company does not provide remuneration for these hours worked. As a result, the Company did not properly compensate Claimant and, on information and belief, other Aggrieved Employees, all minimum, regular, and overtime hours for all time during which they are subject to the control of the Company, in violation of California law.

Claimant alleges that the Company did not provide him and other Aggrieved Employees with the opportunity to take 30-minute, off-duty, uninterrupted meal periods that were free from the employer’s control. As set forth above, the Company maintains a policy that unlawfully requires Claimant and other Aggrieved Employees to work during their meal breaks. Claimant further alleges that the Company does not provide him and other Aggrieved Employees with the opportunity to take a second 30-minute, off-duty,

uninterrupted meal period that is free from the employer's control when they work more than 10 hours in a day. For example, Claimant and other Aggrieved employees frequently work shifts that are 11 to 12 hours in length, but the Company does not provide a second meal break for these shifts.

Claimant further asserts that he and, on information and belief, other Aggrieved Employees did not sign a valid on-duty meal period agreement at any point during their employment, nor did they properly waive any of their meal periods.

Claimant also alleges that he and other Aggrieved Employees were not authorized or permitted by the Company to take an off-duty, uninterrupted, 10-minute rest period for every four hours worked or major fraction thereof. Rather, the Company requires Aggrieved Employees, including Claimant, to take their first rest break at 9:00 a.m. and return to their workstations no later than 9:08 a.m., despite the fact that their breaks do not end until 9:10 a.m. Similarly, Claimant and other Aggrieved Employees must end their second 10-minute rest break two minutes early to return to their workstations. Moreover, the Company failed to provide Aggrieved Employees a third 10-minute rest break for shifts longer than ten hours. Thus, Claimant contends that he and other Aggrieved Employees were not provided with legally compliant rest breaks.

Although Claimant and other Aggrieved Employees did not receive legally compliant meal and/or rest periods, Claimant and other Aggrieved Employees did not receive premium wages equivalent to an additional hour of pay at their regular rate of pay for each day they were not provided compliant meal and/or rest periods.

Claimant contends that the Company did not compensate him and other Aggrieved Employees for necessary business expenses. For example, Claimant and, on information and belief, other Aggrieved Employees were required to purchase their own tools to build radios, which cost around \$80. Claimant believes he spent over \$500 on tools during his employment with the Company. To this day, the Company has not reimbursed Claimant and other Aggrieved Employees for these necessary business expenses.

Claimant further alleges, based on information and belief, that the Company has a policy, practice, procedure, and/or guideline of failing to timely pay former Aggrieved Employees all wages due and owing upon separation of employment, including minimum, regular, and overtime wages for all hours worked, as well as meal and rest premium wages, in part due to the aforementioned Labor Code violations. Claimant further contends, based on information and belief, that former Aggrieved Employees have not been paid any waiting time penalties for the late payment of wages, as required by California law.

Claimant also alleges that the wage statements furnished by the Company to Claimant and other Aggrieved Employees did not reflect the correct total hours worked by the employees, the correct amount of gross and/or net wages earned, all applicable hourly rates and the corresponding number of hours worked at each hourly rate, among other things, as required by the Labor Code. For example, Claimant's wage statements do not reflect the off-the-clock work he performed during his meal periods and before the start of his scheduled shifts, and thus fail to accurately state the total hours he worked.

As a direct result of the Company's illegal policies, practices, procedures, and/or guidelines, like those described herein, the Company failed to maintain accurate records reflecting all of Claimant's and

other Aggrieved Employee's actual time worked, the beginning and end of each meal period, and actual wages earned and paid, among other things, in violation of California law. For instance, Claimant's time records do not reflect that he clocked in and out for meal periods.

Claimant asserts that the Company had, and continues to have, a policy, practice, procedure and/or guideline of failing to maintain a safe and healthful place of employment. Due to the nature of the job, the floors are frequently coated with oil spills. Claimant alleges that the Company prioritizes production over safety and tells employees to ignore the oil and continue working, causing Aggrieved Employees to slip and fall on the spilled oil. Further, Aggrieved Employees are forced to use unsanitary restrooms that are sometimes covered in fecal matter because the Company fails to adequately clean the restrooms. As a result, the Company required its employees, including Claimant, to work in a place of employment that is not safe and healthful in violation of California law.

All facts, claims, and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other Aggrieved Employees. The facts, claims, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves the right to revise these facts and/or add any new claims or legal theories by amending this written notice and/or by adding facts, claims, and/or legal theories to his civil complaint.

#### **FAILURE TO TIMELY PAY ALL MINIMUM, REGULAR, AND/OR OVERTIME WAGES**

(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of IWC Wage Order No. 1-2001)

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).)

Labor Code § 1197 states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." (See *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36, 44 [providing that an employer may not pay "less than the applicable minimum wage for all hours worked in the payroll period, whether the remunerations is measured by time, piece, commission, or otherwise"].)

The "Minimum Wages" section of IWC Wage Order No. 1-2001 further provides that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

Hours worked "means the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

(8 Cal. Code Regs. § 11010, subd. 2(G); see also *Clark v. QG Printing II, LLC*, No. 118CV00899AWIEPG (E.D. Cal. Sept. 18, 2020) 2020 WL 5604290, at \*18) [finding off-the-clock work where the company maintained a policy that required employees to arrive early and watch a scrolling monitor prior to clocking in].)

Labor Code § 1197.1 provides:

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...

Labor Code § 510(a), which codifies an employee's right to overtime compensation, provides:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

The "Hours and Days of Work" and "Minimum Wages" sections of IWC Wage Order No. 1-2001 mandates the same requirements as Labor Code § 510. Under California law, an employee may not waive his or his right to overtime compensation. (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

Labor Code § 1194(a) provides:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code § 210 states that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Labor Code § 558 provides that, “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Company failed to timely pay all minimum, regular, and/or overtime, wages to Claimant and other Aggrieved Employees for all time engaged in work on behalf of the Company. Specifically, the Company failed to pay for hours worked while off-the-clock, including time spent waiting in line to clock-in before the end of their meal break and before the start of their shifts. Additionally, the Company failed to timely pay all overtime wages to Claimant and other Aggrieved Employees for off-the-clock work in excess of eight hours per day and/or 40 hours per week. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

**FAILURE TO PROVIDE MEAL PERIODS AND/OR TIMELY PAY PREMIUM WAGES**  
(Labor Code §§ 204, 226.7, 512, and the “Meal Periods” section of IWC Wage Order No. 1-2001)

Section 512(a) of the Labor Code provides:

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

In pertinent part, the “Meal Periods” section of IWC Wage Order No. 1-2001 states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

A meal period generally complies with the requirements of California law if the employee has at least 30-minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) California law further prohibits employers from “...undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks.” (*Id.* at p. 1040 [internal citations omitted]; see also *Kaanaana v. Barrett Bus. Servs., Inc.* (2018) 29 Cal.App.5th 778, 785, 240, aff’d, (2021) 11 Cal. 5th 158, 483 [the company’s formal policy was undermined when the company maintained a practice that required belt sorters to return to their stations three to five minutes before the end of their 30-minute meal break].)

Pursuant to Labor Code § 226.7:

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, 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.

Labor Code § 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due

payable in accordance with the Labor Code § 204. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.)

As set forth above, the Company failed to provide Claimant and other Aggrieved Employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30-minutes before the start of their sixth hour of work and/or a second off-duty 30-minute meal period when they worked in excess of 10 hours in a workday. Consequently, Claimant and Aggrieved Employees are entitled to receive one hour of premium wages for each day a compliant meal period was not provided. Claimant will pursue all available remedies against the Company for its violation of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

**FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND/OR TIMELY PAY**  
**PREMIUM WAGES**

(Labor Code §§ 204, 226.7, and the “Rest Periods” section of IWC Wage Order No. 1-2001)

The “Rest Periods” section of IWC Wage Order No. 1-2001 provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided. (Emphasis added.)

An employer has not authorized or permitted lawful off-duty rest periods unless the employer relieves its employees of any and all work-related duties and relinquishes all control over how its employees spend their time during rest periods. (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 267, 269.)

In pertinent part, Labor Code § 226.7 provides:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. (*Murphy, supra*, 40 Cal.4th at pp. 1103-1114.)

As discussed herein, the Company failed to authorize and permit Aggrieved Employees, including Claimant, to take off-duty, uninterrupted 10-minute rest periods for every four hours worked or major fraction thereof. Moreover, the Company failed to provide a third 10-minute rest period on days where Claimant and other Aggrieved Employees worked over ten hours. Therefore, Claimant and other Aggrieved Employees are entitled to receive one hour of premium wages for each day a legally compliant rest period was not provided. Claimant will pursue all available remedies against the Company for its violation of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

#### **FAILURE TO INDEMNIFY ALL NECESSARY EXPENDITURES**

(Labor Code § 2802 and the "Uniforms and Equipment" section of IWC Wage Order No. 1-2001)

Labor Code § 2802(a) provides in pertinent part, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

Labor Code § 2802(b) states, "[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss." Accordingly, Claimants will request that they receive interest on the applicable amount.

Furthermore, Labor Code § 2802(c) states, "[f]or purposes of this section, the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section." Consequently, Claimants will also request reimbursement of the attorney's fees incurred in pursuing this matter.

The "Uniforms and Equipment" section of IWC Wage Order No. 1-2001 states:

(B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose

wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

As set forth, the Company required Claimant and other Aggrieved Employees to purchase tools and other necessary equipment in the discharge of their duties. Nevertheless, the Company failed to indemnify Claimant and Aggrieved Employees for the necessary business expenses they incurred. Claimant will pursue all available remedies for the Company's violations on behalf of himself and all other Aggrieved Employees to the extent allowed by law.

**FAILURE TO PAY ALL WAGES DUE AND OWING UPON SEPARATION OF  
EMPLOYMENT AND/OR THE REQUIRED WAITING TIME PENALTIES**  
(Labor Code §§ 201, 202, and 203)

Labor Code § 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code § 202 provides, in pertinent part:

If an employee not having a written contract for a definite period quits his or his employment, his or his wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or his intention to quit, in which case the employee is entitled to his or his wages at the time of quitting.

Labor Code § 203(a) further states:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

Meal and rest period premiums constitute wages due and owing and thus must be factored into potential waiting time penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93.)

As discussed herein, the Company did not timely pay former Aggrieved Employees all minimum, regular, and/or overtime wages, as well as meal and/or rest period premium wages, within the required time upon separation of employment. On information and belief, the Company also did not pay former Aggrieved Employees the required waiting time penalties for the late payment of wages. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of all Aggrieved Employees to the extent permitted by law.

**FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

(Labor Code §§ 226, 226.3, and the “Records” section of IWC Wage Order No. 1-2001)

Labor Code § 226(a) states in pertinent part:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or his employees, either as detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or his social security number or an employee identification number, (8) the name and address of the legal entity that is the employer, ... and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee.

Meal and rest period premiums must also be included on an employee’s itemized wage statement. (*Naranjo v. Spectrum Security Services, Inc.*, *supra*, 13 Cal.5th at p. 93.) Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.

Labor Code § 226(h) further states, “an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys’ fees.”

Labor Code § 226.3 imposes an additional civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee per violation for any subsequent violation on the employer for violations of Labor Code § 226(a).

As set forth above, the Company failed to furnish Claimant and other Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements issued did not, among other things, accurately reflect their total hours worked, the correct corresponding number of hours worked at each hourly rate, and the net wages earned. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

**FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS**

(Labor Code §§ 226, 1174, 1174.5, and the “Records” section of IWC Wage Order No. 1-2001)

Labor Code § 1174(c) requires every employer to “keep a record showing the names and addresses of all employees employed...”

Labor Code § 1174(d) further requires every person employing labor in California to:

[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years.

An employer is further obligated under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment.

The “Records” section of IWC Wage Order No. 1-2001 also provides that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rates of pay.

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) [of Labor Code § 226] is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.

As set forth above, the Company violated its record keeping requirements by failing to accurately record employee hours actually worked including, but not limited to, the Company’s failure to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the actual wages earned and paid. Claimant will pursue all available

remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

**FAILURE TO MAINTAIN A SAFE AND HEALTHFUL PLACE OF EMPLOYMENT**

(Labor Code § 6400 *et seq.*)

Labor Code §§ 6400 and 6404 establish the obligation of an employer to furnish its employees with a place of employment that is safe and healthful. Labor Code § 6401 provides that:

Every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety, and health of employees.

See also Labor Code § 6403 (prohibiting an employer from failing or neglecting to perform its obligations under Labor Code § 6401).

An employer is required to correct any unsafe and/or unhealthy condition in a timely manner and is further prohibited from permitting or requiring an employee to go or be in a place of employment that is not safe and healthful. (Labor Code §§ 6401.7(b) and 6402.)

For violations of Labor Code §§ 6400 *et seq.*, Labor Code § 6317 permits California Division of Occupational Health and Safety to impose civil penalties against employers as specified in § 6423, which states the following:

Every employer and every officer, management official, or supervisor having direction, management, control, or custody of any employment, place of employment, or of any other employee, who . . . (1) [k]nowingly or negligently violates any standard, order, or special order, or any provision of this division, or of any part thereof in. . . [i]s punishable by . . . a fine not to exceed five thousand dollars (\$5,000).

Furthermore, employers that repeatedly violate “any standard, order, or special order, or provision of this division, or any part thereof in, or authorized by, this part, which repeated violation creates a real and apparent hazard to employees” are subject to “a fine not exceeding fifteen thousand dollars (\$15,000). . . . If the defendant is a corporation or a limited liability company, the fine may not exceed one hundred fifty thousand dollars (\$150,000).” Labor Code § 6423(d).

Claimant alleges that the Company failed to maintain a safe and healthful place of employment for Aggrieved Employees. For instance, Claimant contends that the Company did not remediate oil spills on the factory floors, which resulted in employees slipping and falling on the floor. Claimant further alleges that the Company did not adequately clean the restrooms and forced Aggrieved Employees to use restrooms

that were unsanitary. Claimant will pursue all available remedies against the Company for its violations of California law on behalf of himself and all Aggrieved Employees to the extent allowed by law.

**CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND THE IWC WAGE ORDERS**

(Labor Code §§ 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f))

Labor Code § 210 provides that any person who fails to pay wages as provided in Labor Code § 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1 (Labor Code §§ 500-558), or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

Labor Code § 558.1(a) further states that,

“[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

Pursuant to Labor Code § 558.1(b), Labor Code § 558.1(a) is applicable to the owners, officers, directors, or managing agents of the employer.

For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to § 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1174(c), 1174(d), 1194, 1197, 1197.1, 1198, 6400, and relevant IWC Wage Orders.

As set forth above, the Company violated the Labor Code and IWC Wage Order 1-2001 by, among other things, failing to timely pay all minimum, regular, and/or overtime -wages; failing to provide legally compliant meal and/or rest periods and/or timely pay premium wages; failing to properly reimburse employees for necessary business expenses; failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; failing to maintain accurate records; and failing to provide a safe and healthful workplace. As a result, the Company is liable for civil penalties under Labor Code §§ 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f). Claimant will pursue all available remedies including, but not limited to those stated herein, for the Company's violations on behalf of himself and all Aggrieved Employees to the extent allowed by law.

**ATTORNEYS FEES, COSTS, INTEREST, LIQUIDATED DAMAGES, AND PENALTIES**

(Labor Code §§ 210, 218.5, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, and 2698, *et seq.*)

Labor Code §§ 210, 218.5, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, and 2698, *et seq.*, among others, give employees the right to recover in a civil action the full amount of damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorney's fees and costs.

Pursuant to Labor Code § 2699(i), an aggrieved employee, such as Claimant, is entitled to collect 25% of the penalty assessment. Under Labor Code § 2699(g)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Accordingly, the Company is liable for these items. Claimant has already incurred actual damages, costs and attorney's fees and he will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies

against the Company, including those provided by PAGA, on behalf of himself and all Aggrieved Employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

**CONCLUSION**

Based on the foregoing, the Company has violated the Labor Code and IWC Wage Order No. 1-2001, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

Accordingly, if the LWDA declines to intervene or act within time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself and all other Aggrieved Employees, as permitted by the PAGA.

Sincerely,



Allison E. Schubert

# **EXHIBIT 4**

May 11, 2023

**Attorneys at Law**

3555 Fifth Avenue Suite 200  
San Diego, California 92103  
619.692.0800 voice  
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Vilmarie Cordero  
vcordero@grahamhollis.com  
619.906-4025 direct

**VIA ELECTRONIC MAIL ONLY**

California Labor and Workforce Development Agency  
Attn: PAGA Administrator  
1515 Clay Street, Suite 801  
Oakland, CA 94612

California Division of Occupational Health and Safety  
1515 Clay Street, Suite 1901  
Oakland, CA 94612

**CERTIFIED MAIL (RETURN RECEIPT)**

Briles Aerospace, LLC  
1559 W. 135th Street  
Gardena, CA 90249

Briles Aerospace, LLC  
c/o CT Corporation System AFSOP  
330 N. Brand Blvd. Suite 700  
Glendale, CA 91203

Mike P. Briles  
281 W 8<sup>th</sup> ST  
San Pedro, CA 90731

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson

Nathan Reese

David Lin

Erik Dos Santos

Nora Steinhagen

Alyssa Smith

Allison Schubert

Alex Kuner

Dawn M. Berry

Brisa Martinez

**Re:            LWDA Case No. LWDA-CM-923304  
                 Amended Notice of Javier Muzquiz's PAGA Claims Against  
                 Briles Aerospace, LLC.**

Dear California Labor and Workforce Development Agency, Briles Aerospace, LLC;  
Briles Aerospace Holdings, Inc.; and Mike P. Briles:

This letter shall serve as Javier Muzquiz's ("Claimant") amended written notice to the California Labor and Workforce Development Agency ("LWDA") and Briles Aerospace, LLC, (referred to herein as "the Company"), the entity Briles Aerospace Holdings, Inc., and Mike P. Briles (an individual) of the Labor Code violations Claimant alleges the Company committed against him and all other current and former non-exempt employees of the Company in California during the relevant statutory period.

\*Provisionally Licensed Lawyer

California Labor and Workforce Development Agency  
California Division of Occupational Health and Safety  
Briles Aerospace, LLC  
Mike Briles  
May 11, 2023  
Page 2



Claimant provides this amended notice, as well as additional facts and theories to support the Labor Code violations alleged herein, including but not limited to, those in the attached exhibits. Claimant provides this notice in accordance with the Private Attorneys General Act of 2004 (codified in Labor Code §§ 2698 *et seq.*, “PAGA”), Labor Code § 2699.3, *et seq.* Claimant desires to amend his civil action to enforce his rights under the Labor Code and seek compensation accordingly.

Pursuant to Labor Code § 2699(a), and by way of this amended notice, Claimant intends to represent himself and all other individuals who currently or formerly performed work for the Company in California during the relevant time period (referred to herein as “Aggrieved Employees”). All Aggrieved Employees, including Claimant, are believed to have suffered at least one of the Labor Code violations described herein. Claimant therefore contends that he and all other Aggrieved Employees are “aggrieved employees” as defined by the PAGA.

Claimant’s original written notice, dated December 7, 2022, is attached hereto as **Exhibit A** (“Original Notice”) and incorporated herein by reference. The Original Notice was sent to Briles Aerospace, LLC. via certified mail on December 7, 2022. The Original Notice was submitted to the LWDA via online upload on December 7, 2022. Since the filing of the Original Notice, Claimant has become aware of new information and amends the Original Notice to add the following:

#### **ADDITIONAL FACTS AND THEORIES**

Pursuant to Labor Code §§ 558, 558.1, and 1197.1, Claimant also asserts the alleged violations against Briles Aerospace Holdings, Inc. and Mike P. Briles as either employers, or other persons acting on behalf of an employer, or as officers, agents, or employees who caused the aforementioned labor code violations. Briles Aerospace Holdings, Inc. is an incorporated company that was formed and does business in the state of California and is currently listed as the managing agent for the Company. Mike P. Briles is an individual who resides in and does business in the state of California. He is believed to be the primary officer and/or individual acting on behalf of Claimant’s employer with Briles Aerospace, LLC at the time some of the alleged violations occurred.

Claimant asserts that the Company maintains a policy, practice and/or guideline that extends beyond the original allegations of Defendant’s failure to maintain a safe and healthy place of employment. In addition to floors coated with oil spills and unsanitary restrooms, Claimant also alleges that the Company failed to maintain equipment in a safe and reasonable manner. Specifically, the rest guards for the bench grinders were exceedingly small. If the grinders shattered, it would injure Claimant and other nearby workers. Further, due to the nature of the work, Claimant was exposed to corrosive materials. Despite working with corrosives, the Company failed to provide adequate safety equipment. These hazardous violations are further memorialized in the March 7, 2023 letter from OSHA, attached as **Exhibit B** (“OSHA Violations”).

In conformity with Claimant’s experience, OSHA cited Briles Aerospace, LLC for the following violations based on its January 17, 2023 and February 10, 2023 inspections:

- 8 CCR 2395.51(a) Ineffective grounding of electrical equipment
- 8 CCR 5141.1(c) Inadequate ventilation rates in lab fume hood
- 8 CCR 3577(e) Work re guards on bench grinders
- 8 CCR 4237(b) No acorn nuts on buffing wheels not guarded by side panel
- 8 CCR 5162(b) No emergency shower in lab with corrosives including HF
- 8 CCR 3328(e) Bench grinders not used/maintained as per manufacturer
- 8 CCR 3578(g) No tongue guards on bench grinders fitted with aluminum oxide grinding wheels
- 8 CCR 2340.12(a) Openings in live electrical installation

Claimant further alleges that the Company maintains a policy, practice and/or guideline of failing to adequately remedy workplace hazards. For instance, the Company only conforms to OSHA standards upon notice of OSHA inspections. Specifically, before the OSHA inspections, the Company cleaned the restrooms and oil spills. Since the OSHA investigations, the Company has failed to adequately clean oil spills and maintain the restrooms. Moreover, as stated in the OSHA Violations, the Company failed to provide adequate safety equipment. Since Aggrieved Employees work with corrosive matter, the Company should have provisions for emergency eyewashes and showers. Instead, the Company installed a small first aid kit after the January 17, 2023 and February 10, 2023 OSHA inspections. Further, to date, the Company has failed to ground exposed electrical installations.

The Company also engaged in unlawful retaliation against Claimant. Claimant made a good-faith complaint about unsafe working conditions and California Labor Code violations. Since submitting the LWDA letter, the Company has cut Claimant's desired work hours from ten (10) hours to eight (8) hours. Moreover, the Company has since engaged in micromanagement tactics. Specifically, Claimant's supervisor, Walter Figueroa, substantially increased his management and constantly monitors Claimant. Walter Figueroa's aggressive management goes as far as to follow Claimant on his time off. Specifically, Walter Figueroa follows Claimant into the restroom and the cafeteria. To this day, the Company has failed to address Walter Figueroa's invasive management despite Claimant's numerous complaints to the Human Resources representative, Rosa Saucedo; the Vice President, Kurt Thompson; and the Co-Owner, Ruben Chaves. Instead, the Company continues to promote and enforce retaliation.

**FAILURE TO MAINTAIN A SAFE AND HEALTHFUL PLACE OF EMPLOYMENT**  
(Labor Code § 6400 *et seq.*)

Labor Code §§ 6400 and 6404 establish the obligation of an employer to furnish its employees with a place of employment that is safe and healthful. Labor Code § 6401 provides that:

Every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other

thing reasonably necessary to protect the life, safety, and health of employees.

See also Labor Code § 6403 (prohibiting an employer from failing or neglecting to perform its obligations under Labor Code § 6401).

An employer is required to correct any unsafe and/or unhealthy condition in a timely manner and is further prohibited from permitting or requiring an employee to go or be in a place of employment that is not safe and healthful. (Labor Code §§ 6401.7(b) and 6402.)

For violations of Labor Code §§ 6400 *et seq.*, Labor Code § 6317 permits California Division of Occupational Health and Safety to impose civil penalties against employers as specified in § 6423, which states the following:

Every employer and every officer, management official, or supervisor having direction, management, control, or custody of any employment, place of employment, or of any other employee, who . . . (1) [k]nowingly or negligently violates any standard, order, or special order, or any provision of this division, or of any part thereof in. . . [i]s punishable by . . . a fine not to exceed five thousand dollars (\$5,000).

Furthermore, employers that repeatedly violate “any standard, order, or special order, or provision of this division, or any part thereof in, or authorized by, this part, which repeated violation creates a real and apparent hazard to employees” are subject to “a fine not exceeding fifteen thousand dollars (\$15,000). . . . If the defendant is a corporation or a limited liability company, the fine may not exceed one hundred fifty thousand dollars (\$150,000).” Labor Code § 6423(d).

Claimant realleges and further incorporates that the Company failed to maintain a safe and healthy place of employment for Aggrieved Employees. Not only does the Company fail to remediate hazardous oil spills, but the Company also fails to provide adequate safety practices and equipment for grinders, corrosive materials, and exposed electrical installations in compliance with OSHA regulations. Claimant will pursue all available remedies for the Company’s violations on behalf of himself to the extent allowed by law.

#### **RETALIATION**

(Labor Code §§ 98.6, 1102.5, and 6310)

Labor Code § 98.6(a) mandates,

“[a] person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged

in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section 96, and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant for employment has filed a bona fide complaint or claim or instituted or caused to be instituted any proceeding under or relating to his or her rights that are under the jurisdiction of the Labor Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because the employee has initiated any action or notice pursuant to Section 2699, or has testified or is about to testify in a proceeding pursuant to that section, or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her.”

Labor Code § 98.6(a)(3) further provides that, “[i]n addition to other remedies available, an employer who violates this section is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this section, to be awarded to the employee or employees who suffered the violation.”

Labor Code § 1102.5(b) states,

“[a]n employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee’s job duties.”

In addition to other penalties, “an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation” of Labor Code § 1102.5(b).

Labor Code § 6310(a) provides, in pertinent part,

“[n]o person shall discharge or in any manner discriminate against any employee because the employee has done any of the following: (1) Made any oral or written complaint to the division, other governmental

agencies having statutory responsibility for or assisting the division with reference to employee safety or health, his or her employer, or his or her representative. (2) Instituted or caused to be instituted any proceeding under or relating to his or her rights or has testified or is about to testify in the proceeding or because of the exercise by the employee on behalf of himself, herself, or others of any rights afforded him or her. . . .”

Labor Code § 6310(b) further states,

“[a]ny employee who is discharged . . . because the employee has made a bona fide oral or written complaint to the division, other governmental agencies having statutory responsibility for or assisting the division with reference to employee safety or health, his or her employer, or his or her representative, of . . . work practices, in his or her employment or place of employment . . . shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by the acts of the employer. Any employer who willfully refuses to rehire, promote, or otherwise restore an employee or former employee who has been determined to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing authorized by law, is guilty of a misdemeanor.”

As set forth above, the Company engaged in retaliation against Claimant and wrongfully took adverse employment action against him for exercising his rights under the Labor Code and reporting about unsafe working conditions, in violation of Labor Code §§ 98.6, 1102.5, and 6310. Claimant will pursue all available remedies for the Company’s violations on behalf of himself to the extent allowed by law.

### **CONCLUSION**

Based on the foregoing, the Company violated the Labor Code and applicable IWC Wage Order, thereby depriving Claimant and other Briles Employees of the rights and protections afforded to them. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself and all other Aggrieved Employees, as permitted by the PAGA.

California Labor and Workforce Development Agency  
California Division of Occupational Health and Safety  
Briles Aerospace, LLC  
Mike Briles  
May 11, 2023  
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Respectfully yours,

A handwritten signature in black ink that reads "Vilmarie Cordero". The signature is written in a cursive style with a large, stylized "V" and "C".

Vilmarie Cordero

# **EXHIBIT 5**

**Appointed as Class Counsel<sup>1</sup> for the following wage and hour employment law cases:**

**United States District Court - Central District:**

- *Corral v. Lifecare Solutions*, settled for \$3 million on behalf of approximately 270 class members, and Judge Olguin awarded 30% in fees.
- *Corral v. Staples the Office Super Store, LLC.*, settled for \$800,000.00 on behalf of approximately 2,289 class members, and Judge Scarsi awarded 33.33% in fees.
- *Ellis v. Pacific Bell Telephone Co.*, settled for \$3.1 million on behalf of approximately 84 class members, and Judge Carney awarded 33.3% in fees.
- *Green v. Lawrence Service Co.*, settled for \$60,000.00 on behalf of approximately 295 class members, and Judge Kronstadt awarded \$141,659.07 in fees.
- *Madera v. Universal Alloy Corporation*, settled for \$4.75 million on behalf of approximately 744 class members, and Judge Selna awarded 25% in fees.
- *Potter v. Big Tex Trailer Manufacturing, Inc.*, settled for \$972,391.68 on behalf of approximately 104 class members, and Judge Gutierrez awarded 33% in fees.
- *Rodriguez v. Old Dominion Freight Line, Inc.*, settled for \$3.4 million on behalf of approximately 76 class members, and Judge Fischer awarded 27.5% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica Holding Co.*, settled for \$950,000.00 on behalf of approximately 4,560 class members, and Judge Kronstadt awarded 25% in fees.
- *Weaver v. Hallmark Marketing Corp.* settled for \$5.625 million on behalf of approximately 3,846 class members, and Judge Fairbanks awarded 33% in fees.

**United States District Court – Eastern District:**

- *Milburn v. Petsmart, Inc.*, settled for \$1.35 million on behalf of approximately 2,984 class members, and Judge Drozd awarded 33% in fees.
- *Osegueda v. Northern California Inalliance*, settled for \$225,000.00 on behalf of approximately 271 class members, and Judge Shubb awarded 33.33% in fees.
- *Stoddart v. Express Services, Inc.*, settled for \$10 million on behalf of approximately 145,548 class members, and Judge Mueller awarded 25% in fees.

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<sup>1</sup> List includes cases filed by Graham Hollis, A.P.C., as well as its predecessor entities. It also includes cases where other law firms were appointed as co-class counsel.

**United States District Court – Northern District:**

- *Aston v. United Parcel Services, Inc.*, settled for \$490,000.00 on behalf of approximately 2,000 class members, and Judge White awarded 33.33% in fees.
- *Delatorre v. Johnson Controls, Inc.*, settled for \$2.8 million on behalf of approximately 1,441 class members, and Judge Grewal awarded 25% in fees.
- *Fong v. Regis Corporation*, settled for \$5.75 million on behalf of approximately 5,573 class members, and Judge Chhabria awarded 33% in fees.
- *Jimenez v. Menzies Aviation*, settled for \$1.25 million on behalf of 5,175 class members, and Judge Orrick awarded 33% in fees.
- *Moore v. Petsmart, Inc.*, settled for \$10 million on behalf of approximately 19,701 class members, and Judge Davila awarded 27% in fees.

**United States District Court – Southern District:**

- *Birch v. Office Depot, Inc.*, settled for \$14 million on behalf of approximately 16,722 class members, and Judge Sabraw awarded 40% in fees.
- *Ceron v. Flagship Facility Services, Inc.*, settled for \$2 million on behalf of approximately 6,922 class members, and Judge Sammartino awarded 30% in fees.
- *Cook v. Tiffany and Company*, settled for \$4,148,270.00 on behalf of approximately 1,584 class members, and Judge Lorenz awarded 24.8% in fees.
- *Ferguson v. Winston Retail Solutions*, settled for \$750,000.00 on behalf of approximately 660 class members, and Judge Battaglia awarded 33.33% in fees.
- *Lopez v. GAT Airline Ground Support, Inc.*, settled for \$600,000.00 on behalf of approximately 1,394 class members, and Judge Battaglia awarded 25% in fees.
- *Pool v. Ameripark, LLC*, settled for \$1.75 million on behalf of approximately 1,024 class members, and Judge Burns awarded 25% in fees.
- *Singer v. Becton Dickinson and Co.*, settled for \$1 million on behalf of approximately 266 class members, and Judge Gonzalez awarded 33.33% in fees.

**Superior Court for the County of Alameda:**

- *Coombes, et al. v. HR Support*, settled for \$525,000.00 on behalf of approximately 1,190 class members, and Judge Markman awarded 33.33% in fees.
- *Gray v. Moz Designs, Inc.*, settled for \$124,000.00 on behalf of approximately 33 aggrieved employees, and Judge Lee awarded 33.33% in fees.
- *Hobdy v. Landmark Event Staffing Services, Inc.*, settled for \$245,100.00 on behalf of approximately 3,671 class members, and Judge Hernandez, Jr., awarded 33.33% in fees.
- *Lee v. Sutter Bay Medical Foundation*, settled for \$995,000.00 on behalf of approximately 5,403 class members, and Judge Petrou awarded 33.33% in fees.
- *Pena v. American National Insulation, LLC.*, settled for \$883,189.09 on behalf of approximately 711 aggrieved employees, and Judge Brand awarded 33.33% in fees.
- *Roberson v. Center for the Elders' Independence*, settled for \$1.15 million on behalf of approximately 527 class members, and Judge Smith awarded 30% in fees.
- *Trento v. US Security Associates*, settled for \$6.5 million on behalf of approximately 14,700 class members, and Judge Seligman awarded 27.69% in fees.

**Superior Court for the County of Contra Costa:**

- *Stevenson v. Falcon Critical Care Transport*, settled for \$233,853.00 on behalf of approximately 46 class members, and Judge Goode awarded 29% in fees.

**Superior Court for the County of Fresno:**

- *Drake v. Midvalley Disposal, LLC* before Judge Snauffer, settled for \$150,000.00 on behalf of approximately 315 class members, and Judge McGuire awarded 28% in fees.
- *Kenner v. Oak Harbor Freight Lines, Inc.*, settled for \$1.85 million on behalf of approximately 216 class members, and Judge Snauffer awarded 27% in fees.
- *Parmelee v. Driveline Retail Merchandising, Inc.*, settled for \$1 million on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees.

**Superior Court for the County of Kern:**

- *McGough v. Love's Travel Stops & Country Stores, Inc.*, settled for \$3 million on behalf of approximately 1,638 class members, and Judge Schuett awarded 33.33% in fees.

**Superior Court for the County of Los Angeles:**

- *Agredano v. Southwest Water Company*, settled for \$1.22 million on behalf of approximately 125 class members, and Judge Nelson awarded 33.33% in fees.
- *Calhoun v. General Petroleum Corp.*, settled for \$950,000.00 on behalf of approximately 300 class members, and Judge Dunn awarded 40% in fees.
- *Cartwright v. Envoy Air, Inc.*, settled for \$2.5 million on behalf of approximately 2,354 class members, and Judge Highberger awarded 33.33% in fees.
- *Escalante v. Urth Payroll Services, Inc.*, settled for \$625,000.00 on behalf of approximately 2,115 aggrieved employees, and Judge Traber awarded 40% in fees.
- *Fernandez v. Prime Healthcare Services, Inc.*, settled for \$145,000.00 on behalf of approximately 18 aggrieved employees, and Judge Keeny awarded 33.33% in fees.
- *Frugard v. Unified Protective Services, Inc.*, is an ongoing case which has been certified as a class action by Judge Johnson.
- *Garcia v. Menzies Aviation, Inc.*, settled for \$1 million on behalf of approximately 1,800 class members, and Judge Rosenblatt awarded 33.33% in fees.
- *Gordon v. Accountable Healthcare Staffing, Inc.*, settled for \$900,000.00 on behalf of approximately 560 class members, and Judge Buckley awarded 33.33% in fees.
- *Hendrix v. Lucky Seven Dragons, Inc.*, settled for \$225,000.00 on behalf of approximately 336 class members, and Judge Riff awarded 33.33% in fees.
- *Iskandaryan v. Casual Male Retail Group, Inc.*, settled for \$950,000.00 on behalf of approximately 716 class members, and Judge Stern awarded 33.33% in fees.
- *Jackson v. Sourcecorp BPS Inc.*, settled for \$1.875 million on behalf of approximately 481 class members, and Judge Nelson awarded 33.33% in fees.
- *Kirkpatrick v. Petco Animal Supplies Stores, Inc.*, settled for \$9.75 million on behalf of approximately 15,962 class members, and Judge Highberger awarded 33.33% in fees.
- *Lopez v Infosys Limited*, settled for \$2.72 million on behalf of approximately 4,444 class members, and Judge Bowick awarded 33.33% in fees.

- *Lucarini v. Dresser, Inc.*, settled for \$1.024 million on behalf of approximately 78 class members, and Judge Mohr awarded 39.55% in fees.
- *Magana-Mead v. LKQ Corporation*, was settled for \$1.15 million on behalf of 303 class members, and Judge Nelson awarded 33% in fees.
- *Mahoney v AT&T Corp.*, settled for \$13,894,098.62 on behalf of approximately 719 class members, and Judge Elias awarded 33.33% in fees.
- *Quinones v. Atria Management Company, LLC*, settled for \$1 million on behalf of approximately 15,027 class members, and Judge Buckley awarded 33.33% in fees.
- *Ralda v. Smart & Final Stores, LLC*, settled for \$2 million on behalf of approximately 3,104 class members, and Judge Kuhl awarded 33.33% in fees.
- *Rodriguez v. Atrium Hospitality LP*, settled for \$1,170,000.00 on behalf of approximately 1,467 class members, and Judge Seigle awarded 33.33% in fees.
- *Solaberrieta v. Baker Hughes Oilfield Operations*, settled for \$3.5 million on behalf of approximately 295 class members, and Judge Wiley awarded 33.33% in fees.
- *Taylor v. Cross Country Support Services*, settled for \$582,000.00 on behalf of 581 class members, and Judge Nelson awarded 33.33% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica*, settled for \$2.050 million on behalf of 7,072 class members, and Judge Palazuelos awarded 33% in fees.
- *Valles v. Anthony, Inc.*, settled for \$2.858 million on behalf of 658 class members, and Judge Sadvig awarded 33.33% in fees.
- *Walker v. Favorite Healthcare Staffing, Inc.*, settled for \$3.65 million on behalf of approximately 7,290 class members, and Judge Iwasaki awarded 33% in fees.
- *Whittington v. Eureka Restaurant Group, LLC*, settled for \$200,000.00 on behalf of 3,883 class members, and Judge Hill awarded 33% in fees.
- *Williams v. One Legacy*, settled for \$1.2 million on behalf of approximately 145 class members, and Judge Johnson awarded 33% in fees.
- *Wright v. AMF Bowling Centers, Inc.*, settled for \$6.35 million on behalf of approximately 4,914 class members, and Judge Duffy-Lewis awarded 28% in fees.
- *Wright v. Menzies Aviation, Inc.*, was certified as a class action by Judge Weintrob and was consolidated with *Jimenez v. Menzies Aviation, Inc.* for settlement purposes.

**Superior Court for the County of Orange:**

- *Bernardo v. Firstelement Fuel, Inc.*, settled for \$751,000.00 on behalf of approximately 139 aggrieved employees, and Judge Claster awarded 30% in fees.
- *Chima v. Beckman Coulter, Inc.*, settled for \$225,000.00 on behalf of approximately 36 class members, and Judge Wilson awarded 35% in fees.
- *ClubCorp Wage and Hour Cases*, settled for \$6 million on behalf of approximately 3,554 class members, and Judge Claster awarded 33.33% in fees.
- *Collins v. The Stephouse Recovery, Inc.*, settled for \$1.2 million on behalf of approximately 150 class members, and Judge Claster awarded 35% in fees.
- *Duarte v. Rainbow Disposal Co., Inc.*, settled for \$1.6 million on behalf of approximately 110 class members, and Judge Andler awarded 40% in fees.
- *Flannery v. AGR Group California*, settled for \$1,324,937.00 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees.
- *Jenkins v. The Mentor Network, Inc.*, settled for \$1.625 million on behalf of approximately 1,050 class members, and Judge Perkins awarded 33% in fees.
- *Payton v. Atlantic Aviation Investors, Inc.*, settled for \$1 million on behalf of approximately 162 class members, and Judge Stock awarded 40% in fees.
- *Parnell v. Hart-Hanks Shoppers, Inc.*, settled for \$600,000.00 on behalf of approximately 169 class members, and Judge Andler awarded 33.33% in fees.
- *Sheehan v. Applied Medical Products*, settled for \$2.75 million on behalf of approximately 2,012 class members, and Judge Claster awarded 33.33% in fees.
- *Valenzuela v. Enver Solar, Inc.*, settled for \$575,000.00 on behalf of approximately 1,440 class members, and Judge Sanders awarded 35% in fees.

**Superior Court for the County of Riverside:**

- *Becerra v. Moncler USA Retail, LLC.*, settled for \$447,744.15 on behalf of approximately 169 class members, and Judge Riemer awarded 33% in fees.

- *Digiacombo v. Castelli's Ristorante*, settled for \$225,000.00 on behalf of approximately 35 class members, and Judge Waters awarded 33% in fees.
- *Leonard v. ABTTC, Inc.*, settled for \$2.5 million on behalf of approximately 336 class members, and Judge Riemer awarded 33% in fees.
- *Loudon v. DHSE, Inc.*, (Representative Action), settled for \$650,000.00 on behalf of approximately 860 aggrieved employees, and Judge Waters awarded 33.33% in fees.
- *Steepe v. Responsible Medical Solutions Corp.*, settled for \$629,147.61 on behalf of approximately 273 class members, and Judge Riemer awarded 30.6% in fees.
- *Vest v. Scher Tire, Inc.*, settled for \$3,363,396.00 on behalf of approximately 795 class members, and Judge Waters awarded 33.33% in fees.

**Superior Court for the County of Sacramento:**

- *Abella v. GHC OF SAC-SNF LLC*, settled for \$1.35 million on behalf of approximately 5,484 class members, and Judge Mesiwala awarded 33.33% in fees.
- *Johnson v. PMC Southwest, LLC*, settled for \$2.25 million on behalf of approximately 377 class members, and Judge Krueger awarded 33.33% in fees.
- *Mendez v. SSP America SMF, LLC*, settled for \$650,000.00 on behalf of 173 class members, and Judge Damrell awarded 35% in fees.
- *Muniz/Wine v. Sutter Valley Hospitals*, settled for \$14,250,000.00 on behalf of approximately 25,995 class members, and Judge Damrell awarded 33.33% in fees.

**Superior Court for the County of San Bernardino:**

- *Alvarez v. Core States, Inc.*, settled for \$530,000.00 on behalf of approximately 45 class members, and Judge Garza awarded 40% in fees.
- *Booher v. The Poma Companies*, settled for \$650,000.00 on behalf of approximately 75 class members, and Judge Plotkin awarded 44% in fees.
- *Bracy v. Speedy Cash*, settled for \$237,320.00 on behalf of approximately 222 class members, and Judge Kayashima awarded 22.69% in fees.
- *Christensen v. Heartland Express Inc. of Iowa*, settled for \$10.25 million on behalf of approximately 1,717 class members and 984 members of a FLSA collective, and Judge Cohn awarded 33.33% in fees.

- *Jeffries v. Praxair Services, Inc.*, settled for \$373,000.00 on behalf of approximately 23 class members, and Judge Garza awarded 35% in fees.
- *Malone v. Praxair, Inc.*, settled for \$900,000.00 on behalf of approximately 57 class members, and Judge Davis awarded 40% in fees.
- *McCray v. Wireless World, LLC et al.*, settled for \$1million on behalf of approximately 1,300 class members, and Judge Pacheco awarded 40% in fees.
- *Sala v. Personnel Staffing*, settled for \$40,000.00 on behalf of approximately 47 class members, and Judge Cohn awarded 40% in fees.
- *Sala v. Radial South, L.P.*, settled for \$350,000.00 on behalf of 251 class members, and Judge McCarville awarded 40% in fees.
- *Salazar v. PODS Enterprises, LLC.*, settled for \$1,360,632.00 on behalf of approximately 654 class members, and Judge Ortiz awarded 33.33% in fees.
- *Scaglione v. M.O. Dion & Sons, Inc.*, settled for \$585,000.00 on behalf of approximately 123 class members, and Judge Garza awarded 30% in fees.
- *Taylor v. Penske Logistics LLC.*, settled for \$1,455,000.00 on behalf of approximately 5,791class members, and Judge David Cohn awarded 33% in fees.

**Superior Court for the County of San Diego:**

- *Andrew v. Coronado Brewing Company, INC.*, settled for \$650,000.00 on behalf of approximately 635 class members, and Judge Freestone awarded 33.33% in fees.
- *Arriaga v. International Coffee & Tea*, settled for \$1.25 million on behalf of 479 class members, and Judge Bacal awarded 33.33% in fees.
- *Baker v. Select Comfort Retail Corp.*, settled for \$1.2 million on behalf of approximately 426 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Barron v Green Farms, Inc.*, settled for \$650,000.00 on behalf of approximately 154 class members, and Judge Pollak awarded 33.33% in fees.
- *Basile v. Aaron Brothers, Inc.*, settled for \$750,000.00 on behalf of approximately 2,000 and Judge Katz awarded 32.44% in fees.
- *Bergman v. BJS&T Enterprises, Inc.*, settled for \$200,000.00 on behalf of 99 class members, and Judge Frazier awarded 33.33% in fees.

- *Berry v. Sizzling Platter, LLC*, settled for \$950,000.00 on behalf of approximately 2,654 class members, and Judge Frazier awarded 33% in fees.
- *Broadnax v. Amazing Courier Express Services, LLC.*, settled for \$1.15 million on behalf of approximately 639 class members, and Judge Mangione awarded 33% in fees.
- *Carson v. Downtown San Diego Partnership Clean and Safe*, settled for \$200,000.00 on behalf of 99 aggrieved employees, and Judge Bacal awarded 33.33% in fees.
- *Chavez v. Real Time Staffing Services, Inc.*, settled for \$1.9 million on behalf of approximately 3,120 class members, and Judge Medel awarded 35% in fees.
- *Clancy v. Scripps Health*, settled for \$6.4 million on behalf of approximately 124 class members, and Judge Meyer awarded 33% in fees.
- *Costa v. Altman Specialty Plants, Inc.*, settled for \$2.4 million on behalf of approximately 4,414 class members, and Judge Hayes awarded 33.33% in fees.
- *Dadafshar v. KT Hotels, LLC, dba Pendry Hotel*, settled for \$515,000.00 on behalf of 892 class members, and Judge Pollack awarded 33.3% in fees.
- *De La Rosa v. Quten Research Institute, LLC*, settled for \$450,000.00 on behalf of approximately 402 class members, and Judge Meyer awarded 33.33% in fees.
- *Demers v. Hotcakes No. 3, Inc.*, settled for \$150,000.00 on behalf of approximately 300 class members, and Judge Nevitt awarded 33% in fees.
- *Dew v. Minegar Contracting, Inc.*, settled for \$525,150.00 on behalf of approximately 270 class members, and the Judge Sturgeon awarded 35% in fees.
- *Downey v. Sears Roebuck and Co. (Representative Action)*, settled for \$875,000.00 on behalf of approximately 1,200 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Escoto-Miranda v. Evans Tire & Service Centers, Inc.*, settled for \$800,000.00 on behalf of approximately 450 class members, and Judge Strauss awarded 33% in fees.
- *Falcon v. Flight Suits, Inc.*, settled for \$450,000.00 on behalf of approximately 101 class members, and Judge Denton awarded 33.33% in fees.
- *Fay v Cement Cutting, Inc.*, settled for \$720,000.00 on behalf of approximately 376 class members, and Judge Bacal awarded 33.33% in fees.
- *Fennessey v. Round Table Pizza, Inc.*, settled for \$2.125 million on behalf of approximately 16,333 class members, and Judge Lewis awarded 28% in fees.

- *Frayre v. United Parcel Services Supply Chain Services, Inc.*, settled for \$494,000.00 on behalf of approximately 55 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Garcia v. Task Ventures, LLC*, settled for \$822,856.50 on behalf of approximately 2,700 class members, and Judge Wohlfeil awarded 40% in fees.
- *Geilenfeldt v. EDF Renewable Energy, Inc.*, settled for \$2.5 million on behalf of approximately 144 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Gonzalez v. Coronado Yacht Club*, settled for \$330,000.00 on behalf of approximately 193 class members, and Judge Mangione awarded 33.33% in fees.
- *Headley v. Professional Maintenance Systems, Inc.*, settled for \$3.15 million on behalf of approximately 3,851 class members, and Judge Frazier awarded 30% in fees.
- *Huerta v. Venture Petroleum Company, Inc.*, settled for \$300,000.00 on behalf of approximately 513 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Irmen v. Raphael's Party Rentals*, settled for \$1 million on behalf of approximately 845 class members, and Judge Lewis awarded 40% in fees.
- *Johnson v. The SoCo Group, Inc.*, settled for \$895,000.00 on behalf of approximately 218 class members, and Judge Lewis awarded 33.33% in fees.
- *Julio v. L&M Tire Company, Inc.*, settled for \$1.85 million on behalf of approximately 1,087 class members, and Judge Barton awarded 33% in fees.
- *Lopez v. Struc Steel, Inc.*, settled for \$55,000.00 on behalf of approximately 30 aggrieved employees, and Judge Joel R. Wohlfeil awarded 35% in fees.
- *Loveless v ASM Affiliates*, settled for \$750,000.00 on behalf of approximately 276 class members, and Judge Styn awarded 33.33% in fees.
- *Maasrani v. International Hotel Associates No. 11 LLC*, settled for \$540,000.00 on behalf of approximately 140 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Madriz v. North County Ford, Inc.*, settled for \$188,000.00 on behalf of approximately 45 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Malveda v. Providien LLC*, settled for \$5,500,000.00 on behalf of approximately 1099 class members, and Judge McLaughlin awarded 35% in fees.
- *Mandell v. Diversified Communications Services, Inc. (Representative Action)*, settled for \$50,000.00 on behalf of approximately 55 aggrieved employees, and Judge Frazier approved 33.33% in fees.

- *Martinez v. San Diego Auto Scrubber, Inc.*, settled for \$500,000.00 on behalf of approximately 148 class members, and Judge Hayes awarded 33.33% in fees.
- *Morales v. Sony Electronics, Inc.*, settled for \$450,100.00 on behalf of approximately 4,742 class members, and Judge Styn awarded 65.82% in fees.
- *Moreno v. Providence Group, Inc.*, settled for \$775,000.00 on behalf of approximately 486 class members, and Judge Frazier awarded 30% in fees.
- *Nathan v. OS Restaurant Services, LLC*, settled for \$450,000.00 on behalf of approximately 748 class members and aggrieved employees, and Judge Keri Kats awarded 33% in fees.
- *Parvizi v. Classic Residence Management, LP*, settled for \$1 million on behalf of approximately 1,409 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Pham v. George's at the Cove, Inc. dba George's at the Cove #4032*, settled for \$340,000.00 on behalf of approximately 519 class members, and Judge Bacal awarded 33.33% in fees.
- *Pina v. Paradise Wings Enterprise*, settled for \$150,000.00 on behalf of approximately 248 class members, and Judge Taylor awarded 33.33% in fees.
- *Robles v. Jetro Holdings, LLC.*, settled for \$4,100,000.00 on behalf of approximately 6,183 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Sanchez v. Evans Tire and Service Centers, Inc.*, settled for \$750,000.00 on behalf of approximately 401 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Serrano v KSL Corona, L.P.*, settled \$325,000.00 on behalf of approximately 261 aggrieved employees, and Judge Meyer awarded 33.33% in fees.
- *Solis v. Check Agencies of California, Inc.*, settled for \$475,000.00 on behalf of approximately 559 class members, and Judge Taylor awarded 35% in fees.
- *Spriggs v. Ortiz Corporation*, settled for \$300,000.00 on behalf of approximately 198 class members, and Judge Katz awarded 33.33% in fees.
- *Thompson v. LawInfo.com, Inc.*, settled for \$150,000.00 on behalf of approximately 115 class members, and Judge Enright awarded 33.33% in fees.
- *Twombly v. Del Frisco's*, settled for \$950,000.00 on behalf of approximately 1,800 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Uriostegui v. Pacific Drive-Ins, LLC.*, settled for \$590,000.00 on behalf of approximately 2,645 class members, and Judge Caietti awarded 33.33% in fees.

- *Vega v. Scoobeez*, settled for \$2,512,390.91 on behalf of approximately 5,271 class members, and Judge Whitney awarded 33.33% in fees.
- *Well v. Hooters of America, Inc.*, settled for \$1.35 million on behalf of approximately 2,300 class members, and Judge Wohlfeil awarded 35% in fees.
- *Zamorano v. Piperin Corporation*, settled for \$121,887.00 on behalf of approximately 51 class members, and Judge Pollack awarded 33.33% in fees.

#### **Superior Court for the County of San Francisco:**

- *Casas v. Pacific Bell Telephone Co.*, settled for \$6 million on behalf of approximately 464 class members, and Judge Goldsmith awarded 23% in fees.
- *Simpkins v. GPS Consumer Direct, Inc.*, settled for \$1.6 million on behalf of approximately 3,295 class members, and Judge Cheng awarded 33.33% in fees.

#### **Superior Court for the County of San Joaquin:**

- *Tunchez/Cooper v. Thomas Cuisine Management, LLC.*, settled for \$3,350,000.00 on behalf of approximately 1,783 class members, and Judge Lee awarded 33.33% in fees.

#### **Superior Court for the County of San Luis Obispo:**

- *Hernandez v. All Ways Clean* (Representative Action), settled for \$205,000.00 on behalf of approximately 642 aggrieved employees, and Judge Coates granted 35% in fees.
- *Martinez v. Zoo Med Laboratories*, settled for \$600,000.00 on behalf of approximately 330 aggrieved employees, and Judge Coates awarded 33% in fees.

#### **Superior Court for the County of Santa Barbara:**

- *Ramirez v Baker Hughes Oilfield Operations (Baker Hughes Wage and Hour Cases)*, settled for \$2.75 million on behalf of 165 class members, and Judge Anderle awarded 33.33% in fees.

#### **Superior Court for the County of Santa Clara:**

- *Adami v. Prime Now LLC.*, settled for \$4.3 million on behalf of 44,172 class members, and Judge Zayner awarded 33.33% in fees.

- *Allison v. Super Zen, Inc.*, settled for \$235,300.00 on behalf of approximately 26 class members, and Judge Lucas awarded 33.33% in fees.
- *Edwards v. Absolute Senior Solutions, et al.*, settled for \$244,000.00 on behalf of approximately 134 aggrieved employees, and Judge Zayner awarded 33.33% in fees.
- *Hefner v. Solary, LLC.*, settled for \$750,000.00 on behalf of approximately 67 class members, and Judge Kulkarni awarded 33.33% in fees.
- *Ledbetter v. Entrepreneurial Ventures, Inc.*, settled for \$1.8 million on behalf of approximately 754 class members, and Judge Overton awarded 33.33% in fees.
- *Letuligasenoa v. International Paper Company*, settled for \$4.5 million on behalf of approximately 3,786 class members, and Judge Errand awarded 33.33% in fees with a 1.47 multiplier.
- *Suarez v. First Alarm Security & Patrol, Inc.*, settled for \$7.25 million on behalf of approximately 3,786 class members, and Judge Walsh awarded 33.33% in fees.
- *Subia v. National Securities Industries, Inc.*, settled for \$275,000.00 on behalf of approximately 187 class members, and Judge Lucas awarded 30% in fees.

**Superior Court for the County of Solano:**

- *Apodaca v. Randstad US, LLC.*, settled for \$275,000.00 on behalf of approximately 675 aggrieved employees, and Judge Gizzi awarded 33.33% in fees.
- *O'Neal v. Old Navy, LLC.*, settled for \$2.5 million on behalf of approximately 22,652 class members, and Judge Jones awarded 25% in fees.
- *Roberson v. Ghiringhelli Specialty Foods*, settled for \$375,000.00 on behalf of approximately 1,324 aggrieved employees, and Judge Getty awarded 33.33% in fees.
- *Saechao v. Pla-Fit Franchise d.b.a. Planet Fitness*, settled for \$325,000.00 on behalf of approximately 149 class members, and Judge Mattice awarded 25% in fees.
- *Stafford v. Dollar Tree Stores, Inc.*, settled for \$4.6 million on behalf of approximately 7,737 class members, and Judge Beeman awarded 33.33% in fees.
- *Stoddart v. Heavy Metal Iron, Inc.*, settled for \$150,000.00 on behalf of approximately 17 aggrieved employees, and the Judge Carringer awarded 25% in fees.
- *Turnage v. Park Management Corporation*, settled for \$400,000.00 on behalf of approximately 214 class members, and Judge Daniels awarded 33.33% in fees.

**Superior Court for the County of Tulare:**

- *Lopez v. Ruiz Food Products, Inc.*, settled for \$547,500.00 on behalf of approximately 2,233 class members, and Judge Hillman awarded 33% in fees.

**Superior Court for the County of Ventura:**

- *Jackson v. Vulcan Materials Co.*, settled for \$800,000.00 on behalf of approximately 103 class members, and Judge Bysshe awarded 37.5% in fees.
- *Laux v. Van Nuys Skyways, Inc.*, settled for \$800,000.00 on behalf of approximately 70 class members, and Judge Riley awarded 35% in fees.