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8 Attorneys for Defendant,
9 **DIABLO RANGE FRAMING, INC.**

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

URIEL OREGEL, as an individual and on
behalf of all employees similarly situated,

Plaintiff,

v.

DIABLO RANGE FRAMING, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

CASE NO.: C23-00697

**DECLARATION OF SHAWN C. LOORZ
IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND PAGA
REPRESENTATIVE ACTION
AMENDED SETTLEMENT**

Date: -----, 2024
Time: ----- a.m.
Courtroom: Dept. 12
Judge: Hon. Charles S Treat

Action Filed: March 29, 2023
Trial: Not Set

DECLARATION OF SHAWN C. LOORZ

I, SHAWN C. LOORZ, declare as follows:

1. I am an attorney licensed to practice law before all courts in the state of California. I am a partner with the LeVangie Law Group, attorneys of record for Defendant DIABLO RANGE FRAMING, INC. ("Defendant"). If called upon to testify, I could and would competently do so regarding the facts set forth below.
2. I am the handling attorney for this lawsuit on behalf of my client, and I attended the

1 December 8, 2023 mediation with Defendant's owner, Matthew Ellison. We mediated
2 with the Hon. Cecily Bond (Ret.) in good faith and at arms' length to reach a gross
3 settlement amount of \$220,000 ("GSA") on behalf of the class consisting of
4 approximately 720 members. The reached settlement was preliminary approved by the
5 Court on March 14, 2024. During those negotiations, my notes indicated the class period
6 had an estimated number of workweeks of 9,173 work weeks. It was my good faith belief
7 that this number was accurate. While this number was communicated during
8 negotiations, it was not the defense's primary concern during negotiations. The defendant
9 was focused the amount and the time frame in order to determine what was affordable for
10 his business and made sense in light of the allegations of the complaint.

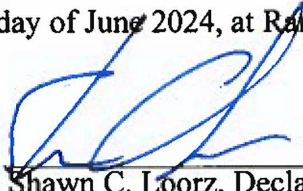
- 11 3. After the settlement was finalized and the administrator was gathering data, I realized that
12 we had made a data collection and calculation error that resulted in the work week
13 estimation to be significantly different than what the amount we believed to be correct
14 during mediation, i.e. approximately 16,163 workweeks. We communicated this
15 information to the administrator and counsel for Plaintiff Urile Oregel ("Plaintiff") and
16 class.
- 17 4. The settlement approved by the Court on March 14, 2024 included an Escalator Clause
18 which stated that if it is later determined that, on the date of preliminary approval, the
19 number of workweeks in the Class Period is more than 10% greater than the estimated
20 number of workweeks on December 8, 2023 (9,173 workweeks), Defendant can either
21 have the Gross Settlement Amount increased by 1% for each percent over the 10%
22 threshold that the actual number of workweeks exceeds the estimated number of
23 workweeks, or have the Class Period end on the date that the estimated number of
24 workweeks exceed 10% threshold or 10,090 workweeks.
- 25 5. Upon realizing this discrepancy in the GSA in case the Escalator Clause is triggered,
26 Defendant decided to implement the option of shortening the class period to February 24,
27 2022 in lieu of increasing the GSA significantly since Defendant's initial settlement of
28 \$220,000 was based on the amount which was affordable for Defendant's business and

1 made sense in light of Defendant's defenses and considering impact the increased per the
2 Escalator Clause GSA would have on Defendant's business viability.

3 6. In lieu of seeking approval for the significantly shortened class period from the Court,
4 which imposed a risk that the Court would deny the significantly shortened class period
5 approval, and as a result the parties would have been mandated to continue the litigation
6 for the action which they had been able to reach a settlement in past, the parties re-
7 negotiated the settlement at arm's length and the GSA in good faith considering all the
8 costs and risks associated with continued litigation, the impact of shortened class period
9 on Defendant's future liability, and agreed to the GSA of \$255,000.00 in compromise of
10 disputed claims asserted on behalf of the Class Members consisting of approximately 865
11 members with the class period to end on December 8, 2023 (the mediation date). Both
12 parties considered the costs and risks associated with continued litigation if re-negotiated
13 settlement could not be achieved presently.

14 7. I am informed and believe that my client prudently planned for how to fund the initial
15 settlement but that his business has slowed in recent months. While the plan to fund the
16 original settlement is still viable, the prospect of increasing the settlement took additional
17 consideration. The parties agreed to a short payment plan of the additional increased
18 amount to be paid as a second installment to allow for these financial concerns. The
19 payment of settlement funds in two installments will not impact class members and the
20 State of California since the second installment payment will be directed to the payment
21 of attorneys' fees and administration fees, and Plaintiff, class members and the State of
22 California will receive the settlement funds from the first installment.

23
24 I declare under penalty of perjury, under the law of the State of California, that the foregoing
25 is true and correct. Executed this 7th day of June 2024, at Rancho Cordova, California

26
27 
28 Shawn C. Loorz, Declarant

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285
7 Glendale, CA 91203.

8 On the date indicated below, I served the document described as: **DECLARATION OF SHAWN
9 C. LOORZ IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL
10 OF CLASS AND PAGA REPRESENTATIVE ACTION AMENDED SETTLEMENT**
11 on the interested parties in this action by sending a true copy thereof to interested parties as follows
12 and as stated on the attached service list:

13 Jeffery C. Long
14 Jeffery.Long@llg-law.com
15 Shawn C. Loorz
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17 Star Smith
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25 **LEVANGIE LAW GROUP**
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28 Telephone: (916) 443-4849

Attorneys for Defendant DIABLO RANGE FRAMING, INC.

19 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California,
20 by e-mail delivery on the parties listed herein at their most recent known e-mail address
21 or e-mail of record in this action.

22 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic
23 service, I caused the documents to be sent to the persons at the electronic service addresses listed
24 above via electronic mail. I did not receive an error message.

25 I declare under penalty of perjury under the laws of the State of California that the
26 above is true and correct.

27 Executed on June 7, 2024, at Glendale, California.

28 Lilit Tunyan
Name



Signature