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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

ALICIA ESQUIVEL GERLETTE, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

ALTMAN SPECIALTY PLANTS, LLC, a
California Limited Liability Company; and
DOES 1 through 100,

Defendants.

Case No. 30-2023-01324651-CU-OE-CXC

*[Case assigned for all purposes to the Hon.
Layne H. Melzer, Dept. CX102]*

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: November 13, 2025
Time: 2:00 p.m.
Dept.: CX102

Action Filed: May 10, 2023
Trial Date: None Set

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I, Andrew J. Rowbotham, declare as follows:

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

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in the area of plaintiff's employment litigation. From October 2014 to May 2015, I worked as an associate at the Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour and wrongful termination actions. Although non-exhaustive, the type of work I performed included: conducting client intakes; performing pre-filing research and analysis; drafting complaints and letters to the Labor & Workforce Development Agency; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; analyzing payroll and timekeeping records and employee handbooks; drafting complaints and mediation briefs; attending mediations; and drafting long-form settlement agreements.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately fifty (50) active wage and hour class actions, including a number of “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure.

4. The following is a non-exhaustive list of wage and hour class actions (which have been granted final approval) in which I have been named as Class Counsel:

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;

- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;

- 1 • *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-
2 OE-CXC, Superior Court of California, County of Orange, Honorable William D.
3 Claster presiding;
- 4 • *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-
5 2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange,
6 Honorable Randall J. Sherman presiding;
- 7 • *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County
8 of Los Angeles, Honorable Elihu M. Berle presiding;
- 9 • *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of
10 California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- 11 • *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of
12 California, County of San Joaquin, Honorable Roger Ross presiding;
- 13 • *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708,
14 Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson
15 presiding;
- 16 • *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior
17 Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- 18 • *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los
19 Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an
20 hourly rate of \$400 for work performed in 2018 and 2019);
- 21 • *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County
22 Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of
23 \$425 for work performed in 2018, 2019, and 2020);
- 24 • *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego
25 County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly
26 rate of \$425 for work performed from 2017-2020);
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- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575 for work performed from 2019-2023); and
- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of \$575 for work performed from 2019-2023).

1 • *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles
2 County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly
3 rate of \$575 for work performed from 2022-2023).

4 • *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara
5 County Superior Court, Honorable James F. Rigali, presiding (approving an hourly
6 rate of \$650 for work performed from 2020-2024).

7 5. I have also been named as Class Counsel for the certified class following a
8 contested class certification motion in the following case:

9 • *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San
10 Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage
11 statement class).

12 6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved
13 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
14 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
15 Court, Honorable William Claster presiding, which was a case brought under the Private
16 Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor
17 of the aggrieved employees.

18 7. In addition to the above cases, I also play a significant role in many of my firm's
19 current wage and hour class actions. The scope of my involvement includes but is not limited to:
20 corresponding with opposing counsel; attending court hearings; drafting and responding to
21 written discovery; preparing for and defending depositions; negotiating and drafting long-form
22 settlement agreements; attending mediations; and drafting motions for preliminary and final
23 approval.

24 8. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young
25 Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an
26 honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in
27 Southern California each year.

1 9. Attached hereto as **Exhibit A** is a true and correct copy of the Stipulation of
2 Settlement.

3 10. Attached hereto as **Exhibit B** is a true and correct copy of the proposed Notice of
4 Class Action Settlement.

5 11. Attached hereto as **Exhibit C** are true and correct copies of copies of each
6 Plaintiff's PAGA notice letters submitted to the LWDA.

7 12. Attached as hereto **Exhibit D** is a true and correct copy of Plaintiff's notice of
8 settlement to the LWDA.

9 13. Defendant is the self-described largest horticultural grower in the United States,
10 with operations in nine states, including California.

11 14. Plaintiff filed her original class action complaint on July 29, 2022. Defendant's
12 counsel then notified Plaintiff's counsel that Plaintiff had signed an arbitration agreement with a
13 class action waiver during her employment and requested that she dismiss her complaint and
14 pursue her claims in individual arbitration. On October 20, 2022, Plaintiff submitted her demand
15 for individual arbitration to the American Arbitration Association ("AAA"). On October 24,
16 2022, Plaintiff's request for dismissal of her class action complaint without prejudice was granted.

17 15. On March 27, 2023, the AAA issued an initial arbitration invoice to Defendant.
18 On April 17, 2023, the AAA advised Defendant that if the outstanding invoice was not paid by
19 April 26, 2023, the matter would be administratively closed pursuant to California Code of Civil
20 Procedure § 1281.98(a)(1). Defendant did not wire payment of the invoice until May 5, 2023 and
21 Plaintiff withdrew her individual arbitration from the AAA.

22 16. On May 10, 2023, Plaintiff refiled her original class action complaint on behalf of
23 all individuals who did not have an arbitration agreement containing a class action waiver,
24 alleging that Defendant: (i) failed to pay all minimum wages; (ii) failed to pay all overtime wages;
25 (iii) failed to provide all meal periods; (iv) failed to authorize and permit all lawful rest periods;
26 (v) failed to pay all wages owed upon separation of employment; (vi) failed to reimburse
27 necessary business expenses; and (vii) violated California's Unfair Competition Law. On October
28 23, 2023, Plaintiff filed a First Amended Complaint, adding a cause of action for civil penalties

under PAGA. On June 25, 2025, Plaintiff filed the operative Second Amended Complaint. These theories of liability, along with Defendant’s defenses, are discussed below.

17. Plaintiff asserts that Defendant failed to provide Settlement Class Members with all timely, duty-free, and uninterrupted 30-minute meal periods to which they were entitled. Specifically, Plaintiff alleges that Defendant failed to provide compliant second meal periods for shifts worked in excess of 10 hours. Plaintiff further alleges that Defendant maintained a policy and/or practice of automatically deducting 30 minutes from Settlement Class Members’ daily shift times to account for a meal period, regardless of whether a meal period was actually provided.

18. In response, Defendant contends that it maintained lawful meal period policies and practices throughout the Class Period. Defendant asserts that, in addition to the compliant written policies, managers are trained to instruct employees to take meal periods in accordance with California law. Defendant also contends that, to the extent any second meal periods are not recorded, employees validly waived their second meal period for shifts shorter than 12 hours. Finally, Defendant asserts that its timekeeping and payroll records reflect substantial meal period compliance throughout the relevant time period, including the payment of meal period premiums.

19. Plaintiff asserts that Defendant failed to authorize and permit Settlement Class Members to take a “net” 10-minute rest period for every four hours worked or major fraction thereof. Specifically, Plaintiff alleges that Defendant’s written policy provides that “rest periods are held at specific scheduled times” and that employees “must return to work immediately following the 10-minute rest break.” Plaintiff contends this policy effectively denied a full 10-minute uninterrupted rest period, as employees who left their work area were required to return before the 10 minutes elapsed to resume work on time.

20. In response, Defendant maintains that it authorized and permitted all required rest periods. Defendant asserts that rest periods begin upon arrival at the designated rest area, and that state and federal audits, along with time-and-motion studies, confirm compliance with applicable rest break requirements. Defendant further notes that its bell system for field employees provides more than 10 minutes of rest. Finally, Defendant argues that the claim is unmanageable and

unsuitable for class certification, as it would require individualized inquiries into whether each employee was authorized and permitted to take a rest period on any given day. Because rest periods are not required to be recorded, Defendant contends that Plaintiff lacks common, documentary evidence to support her claim, resulting in an unmanageable series of mini-trials.

21. Plaintiff further alleges that Defendant required Plaintiff and Settlement Class Members to use their personal cell phones to communicate with supervisors and track their time during the workweek. Plaintiff's review of Defendant's payroll records indicated that cell phone reimbursements were expressly limited to employees in a "Driver" position. As a result, Plaintiff and other non-driver employees were not reimbursed for any portion of their personal cell phone bills, despite being required to bear this necessary business expense.

22. In response, Defendant asserts that its policy and practice is to reimburse all reasonable expenses incurred by employees in performing their job duties, including work-related personal cell phone use. Defendant contends that Plaintiff's paystubs reflect reimbursement for her personal cell phone and, to the extent Plaintiff or any other Settlement Class Member failed to follow company policy for submitting reimbursement requests, Defendant lacked knowledge of any alleged unreimbursed expense. Lastly, Defendant argues that this claim is not suitable for class certification because individual issues would predominate, namely, whether each employee was in fact required to use their personal cell phone for work, resulting in an unmanageable series of mini-trials.

23. As a result of these alleged substantive violations, Plaintiff contends that Defendant is liable for derivative wage statement violations, waiting time penalties and civil penalties under the PAGA. Defendant argues that the alleged wage statement violations were not "knowing and intentional," and that Plaintiff could not show she "suffer[ed] injury," as required by Labor Code § 226(e) for imposition of penalties. Defendant further contends that it possesses strong, good-faith defenses to Plaintiff's underlying claims, thereby precluding recovery of waiting time penalties, which are available only for the "willful" failure to pay wages. Finally, Defendant asserts that, in light of its good-faith defenses, the Court would exercise its discretion

1 to substantially reduce any PAGA penalties, even if Defendant were found liable for one or more
2 of Plaintiff's underlying claims.

3 24. Prior to engaging in protracted formal discovery, the Parties agreed to an informal
4 exchange of documents and data in advance of private mediation. Specifically, Defendant
5 provided Plaintiff with timekeeping and payroll records for an approximate 15% sampling of
6 individuals who did not sign arbitration agreements, as well as an approximate 10% sampling of
7 timekeeping and payroll records for employees in the PAGA Group. Defendant also produced
8 class-wide data points, employee handbooks, and other applicable policies in effect during the
9 relevant time period. Plaintiff's counsel and her retained expert analyzed these records to
10 construct a comprehensive damages model estimating Defendant's likely exposure on each claim.

11 25. On May 23, 2024, the Parties participated in a mediation session with the Hon.
12 Glenda Sanders (Ret.). During mediation, the Parties exchanged divergent views regarding
13 Defendant's potential liability, exposure valuations, legal positions, and the likelihood of class
14 certification. With the assistance of Judge Sanders, the Parties ultimately reached a class-wide
15 resolution of all claims, which was later memorialized in the Settlement Agreement.

16 26. Defendant's records indicate that there are approximately 246 Settlement Class
17 Members who worked during the Class Period. Based on the allocation of the Net Settlement
18 Amount, participating employees will receive, on average, an Individual Settlement Payment of
19 approximately \$899.73.

20 27. Plaintiff assumed significant personal risk by agreeing to serve as the named
21 plaintiff in this case, including the possibility that prospective employers may search her name
22 and discover that she previously initiated litigation against an employer. Plaintiff also agreed to a
23 general release of all claims, including a waiver of the protections of California Civil Code
24 § 1542.

25 28. Although Plaintiff signed an arbitration agreement containing a class action
26 waiver, Defendant breached that agreement by failing to timely pay arbitration fees. As a result,
27 Plaintiff was permitted to pursue her claims in court. This allowed her to represent Settlement
28 Class Members who had not signed arbitration agreements, giving them a practical opportunity

1 to obtain relief on their non-PAGA claims through this class action, without having to retain
2 individual counsel or initiate arbitration on their own.

3 29. Plaintiff submits that the requested fee represents fair compensation for
4 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee
5 basis. My firm incurred substantial attorneys' fees in this matter, including: conducting a pre-
6 filing investigation; retaining an expert and analyzing Plaintiff's claims; conducting legal research
7 and analysis; reviewing documents and data produced by Defendant; building a comprehensive
8 damages model; preparing for and attending mediation; negotiating and drafting the long-form
9 Settlement Agreement; preparing this Motion for Preliminary Approval; and otherwise litigating
10 the case. My firm will also expend additional time and resources in connection with finalizing the
11 Settlement, including appearing at the hearing on this Motion, overseeing the notice and
12 administration process, drafting the Motion for Final Approval and supporting materials, and
13 attending the Final Approval Hearing, among other post-approval responsibilities.

14 30. My firm, with the help of a retained expert carefully vetted the claims at issue,
15 reviewed a significant number of timekeeping and payroll records as well as relevant policy
16 documents, and conducted a detailed analysis of that data to create a comprehensive damages
17 model for Defendant's liability.

18 31. This Settlement was reached after a significant informal exchange of class-wide
19 timekeeping and payroll records and other relevant information for mediation purposes.

20 32. Plaintiff contends that Defendant failed to provide second meal periods for shifts
21 worked in excess of 10.0 hours. Additionally, Plaintiff asserts that Defendant's automatic
22 deduction policy resulted in employees not receiving full, uninterrupted 30-minute meal periods.
23 Based on her expert's analysis of Defendant's records, Plaintiff calculated Defendant's potential
24 exposure for meal period violations to be \$4,492 (269 violations x \$16.70 average rate of pay).

25 33. Defendant, however, maintains that it consistently implemented lawful meal
26 period policies and practices throughout the Class Period. Defendant contends that all legally
27 compliant meal periods were made available to employees, and that any late, short, or missed
28 meal periods were the result of employee choice rather than company policy. Defendant further

1 asserts that second meal periods were validly waived on shifts over 10 hours, and that such shifts
2 were rare, as the average employee shift was less than 7 hours. Moreover, Defendant claims that
3 it paid numerous meal period premiums during the relevant time period for any non-compliant
4 meal periods. Finally, Defendant argues that Plaintiff's meal period claim is not suitable for class
5 certification because individualized inquiries would be required to determine why each meal
6 period was missed, short, or late, whether a valid waiver was in place, and whether a premium
7 was paid, thus precluding common proof. In light of these potential defenses, Plaintiff applied a
8 10% reduction to account for the risk of non-certification and a separate 10% reduction to account
9 for the risk of being unsuccessful on the merits or recovering reduced damages. This resulted in
10 a discounted estimated exposure of \$3,639.

11 34. Plaintiff's data analysis determined that non-exempt employees worked an
12 aggregate total of 40,320 shifts in excess of 3.5 hours during the relevant time period. Plaintiff
13 attributed a rest period violation to each of these shifts based on Defendant's allegedly unlawful
14 rest period policy and practice, which failed to authorize and permit full "net" ten-minute rest
15 periods. Accordingly, Plaintiff calculated Defendant's maximum potential exposure on this claim
16 to be \$673,344 (40,320 rest period violations x \$16.70 average rate of pay).

17 35. Defendant maintains that it consistently authorized and permitted Settlement Class
18 Members to take all rest periods to which they were entitled under California law. Defendant
19 asserts that employees were not required to begin their rest periods until they reached their
20 designated rest areas, and further contends that its facilities were regularly audited by state and
21 federal authorities to ensure compliance with rest break requirements. Defendant also states that
22 it conducted time-and-motion studies confirming employees received at least the minimum rest
23 period time required by law, and that it implemented a bell system for field employees that
24 provided more than 10 minutes of rest. In light of these asserted defenses, Plaintiff applied a 50%
25 reduction to account for the risk of non-certification, and an additional 50% reduction for the risk
26 of losing on the merits or recovering reduced damages. This results in a discounted estimated
27 exposure of \$168,336.

1 36. Plaintiff asserts that she and other Settlement Class Members were required to use
2 their personal cell phones for work-related purposes, including communication with supervisors
3 and timekeeping. Based on this usage, Plaintiff contends that \$25 per month represents a
4 reasonable approximation of the unreimbursed portion of an employee's monthly cell phone bill.
5 Accordingly, Plaintiff calculated Defendant's potential exposure on this claim to be \$67,825
6 (2,713 work months x \$25 monthly reimbursement).

7 37. Defendant argues that its policies and practices provide for the reimbursement of
8 all reasonable business expenses incurred by employees in the performance of their job duties,
9 including personal cell phone use. Defendant further contends that Plaintiff's paystubs reflect
10 reimbursement for such use, and that to the extent Plaintiff or any other Settlement Class Member
11 failed to follow Defendant's reimbursement policy, the company lacked knowledge of any unpaid
12 expenses. Defendant also maintains that this claim is not appropriate for class certification
13 because it would require individualized inquiries into whether each employee was in fact required
14 to use their personal cell phone for work, resulting in an unmanageable series of mini-trials. In
15 light of these asserted defenses, Plaintiff applied a 50% reduction to account for the risk of non-
16 certification and an additional 50% reduction for the risk of losing on the merits or recovering
17 reduced damages. This resulted in a discounted estimated exposure of \$16,956.

18 38. Based on the data provided by Defendant for mediation, 126 employees received
19 a total of 4,160 wage statements during the one-year statutory period applicable to wage statement
20 penalties. Plaintiff calculated Defendant's maximum potential exposure on this claim to be
21 \$409,700, (126 initial violations x \$50 per violation + 4,034 subsequent violations x \$100 per
22 violation).

23 39. Defendant contends that employees cannot establish that they "suffer[ed] injury"
24 as required by Labor Code § 226(e), and that even if a technical violation occurred, Plaintiff
25 cannot demonstrate that any such violations were "knowing and intentional." Defendant also
26 argues that any wage statement penalties would be derivative of the underlying claims and
27 therefore fail if those claims are not certified or succeed only in part. In light of these arguments,
28 and the risk that this claim may not be certified or may be unsuccessful on the merits, Plaintiff

1 applied a 50% reduction for the risk of non-certification and an additional 50% reduction for the
2 risk of prevailing only partially or not at all. This results in a discounted estimated exposure of
3 \$102,425.

4 40. Based on data provided by Defendant in connection with mediation, 196
5 employees separated from employment with Defendant during the three-year statutory period
6 applicable to waiting time penalties. Plaintiff calculated Defendant's maximum potential
7 exposure on this claim to be \$785,568 (196 employees x \$16.70 average hourly rate x 8 hours per
8 day x 30 days).

9 41. Defendant contends that it made good-faith efforts to pay all final wages due at
10 the time of separation, thereby precluding a finding of "willfulness" as required to impose
11 penalties under Labor Code § 203 and 8 Cal. Code Regs. § 13520. Defendant further argues that
12 because waiting time penalties are entirely derivative, this claim cannot succeed if Plaintiff's
13 underlying claims are not certified or are unsuccessful on the merits. In light of these arguments,
14 Plaintiff applied a 50% reduction to account for the risk of non-certification and an additional
15 50% reduction to account for the risk of being unsuccessful on the merits, including failure to
16 establish willfulness. This results in a discounted estimated exposure of \$196,392.

17 42. Assuming that Plaintiff could prove at least one underlying Labor Code violation
18 in each pay period within the PAGA Period, Plaintiff calculates Defendant's maximum potential
19 exposure for civil penalties under the PAGA to be \$15,718,100 (157,181 pay periods x \$100 per
20 pay period).

21 43. However, Plaintiff acknowledges that PAGA penalties are entirely derivative of
22 the underlying violations, which Defendant disputes both factually and legally. Defendant further
23 asserts that its payroll and timekeeping records reflect substantial compliance, particularly within
24 the PAGA group, and notes that it was regularly audited by state agencies in the latter portion of
25 the relevant period, during which Defendant maintained almost perfect compliance.

26 44. In light of these risks, Plaintiff applied a 90% discount for the likelihood that the
27 scope of the PAGA claim would be narrowed due to manageability concerns, and another 90%
28

discount for the likelihood that penalties would be substantially reduced. This results in a discounted estimated exposure of \$157,181.

45. Using these estimates for all claims, Plaintiff projects a total potential recovery of approximately \$644,929. The \$500,000 Maximum Settlement Amount thus represents approximately 77.5% of projected recovery, a strong result that avoids the delay, cost, and risk of continued litigation.

46. My firm, with the help of their retained expert, conducted an extensive review of Defendant's records produced for mediation as well as relevant policies in effect during the relevant time period. My firm also drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff's case. The Settlement was also reached with the input and assistance of the Hon. Glenda Sanders (Ret.), an experienced and highly respected wage and hour class action mediator, and a former judge of the Orange County Superior Court.

47. This proposed Settlement is entitled to an initial presumption of fairness (*see Kullar, supra*, 168 Cal.App.4th at 130) as it is the result of the exchange of substantial information, including timekeeping and payroll data which was analyzed by Plaintiff's counsel and her expert, arm's length negotiations by counsel; mediation before an experienced wage and hour class action mediator; and additional months of negotiating and finalizing the terms of the long-form Settlement Agreement.

48. According to Defendant's records, the Settlement Class consists of approximately 246 individuals, rendering it impracticable to gather all the Settlement Class members and bring them before the Court.

49. I confirm that I am not affiliated in any way with the proposed Settlement Administrator, Phoenix Settlement Administrators, I do not have any financial interest, ownership interest, or other relationship with Phoenix Settlement Administrators that could create a conflict of interest or call into question the neutrality of the settlement administration process.

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50. I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on June 26, 2025, at El Segundo, California.


Andrew J. Rowbotham

EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiff Alicia Esquivel Gerlette (“Plaintiff” or “Class Representative”), as an individual and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Altman Specialty Plants, LLC (“Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines, Fletcher W. Schmidt, and Andrew J. Rowbotham of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Julie Vogelzang of Schor Vogelzang & Chung LLP (collectively, “Defense Counsel”).

On May 10, 2023, Plaintiff filed a class action complaint against Defendant in Orange County Superior Court, titled *Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC*, Case No. 30-2023-01324651-CU-OE-CXC (the “Action”). On October 23, 2023, Plaintiff filed the operative First Amended Complaint, alleging that Defendant: (i) failed to pay all minimum wages; (ii) failed to pay all overtime wages; (iii) failed to provide all lawful meal periods; (iv) failed to authorize and permit all lawful rest periods; (v) failed to timely pay all final wages due upon separation from employment; (vi) failed to reimburse all necessary business expenditures; (vii) failed to comply with California’s Unfair Competition laws; and (viii) is liable for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”).

As a material term of this Settlement, the Parties agree and stipulate that Plaintiff will submit an amended letter to the California Labor and Workforce Development Agency (“LWDA”) and file a Second Amended Complaint adding allegations under the California Labor Code and applicable wage orders that Defendant failed to provide heat recovery periods, failed to issue accurate itemized wage statements, failed to maintain accurate records, failed to pay wages timely during employment, failed to pay temporary employees’ wages, failed to pay agriculture employees at least twice per month, failed to correctly calculate rest period pay for piece rate employees, failed to pay at least the minimum wage, and failed to pay all required sick pay.

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, the Parties agree as follows:

1. **Settlement Class Defined.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant in California anytime between May 10, 2019 and February 28, 2025 (“Class Period”) and who did not sign an arbitration agreement containing a class action waiver.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff, and each Settlement Class member who does not timely opt-out of the Settlement (except as to the PAGA claims specified below), shall fully and finally release and discharge Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns (the “Released Parties”) as follows:

- A. **Release of Class Claims.** All Settlement Class members who do not timely opt out shall, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from liability for all claims, demands, rights, liabilities and causes of action of any nature or description alleged based on the factual allegations set forth in the Action, or which could have been pled in the Action based on the factual allegations therein, that arose during the Class Period (“Released Claims”). Released Claims under this paragraph shall include, but are not necessarily limited to, claims for (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide all lawful meal periods; (4) failure to authorize and permit all lawful rest periods; (5) failure to timely pay all final wages due upon separation from employment; (6) failed to reimburse all necessary business expenditures; (7) failure to comply with California’s Unfair Competition laws; (8) failure to provide heat recovery periods; (9) failure to maintain accurate records; (10) failure to pay wages timely during employment; (11) failure to pay temporary employees’ wages; (12) failure to pay agriculture employees at least twice per month; (13) failure to correctly calculate rest period pay for piece rate employees; (14) failure to pay all required sick pay; (15) as well as any and all damages, restitution, disgorgement, statutory penalties, taxes, interest or attorneys’ fees resulting therefrom. Released Claims do not include any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts outside of the Action or outside the Class Period.
- B. **Release of PAGA Claims.** It is understood and acknowledged that all current and former non-exempt employees who worked for Defendant in California at any time between June 14, 2022 and February 28, 2025 (the “PAGA Period”) shall be referred to as the “PAGA Aggrieved Employees” and will be issued a check for their share of the PAGA Amount, as defined below, regardless of whether they submit a timely Request for Exclusion from the class action portion of the Settlement. All PAGA Aggrieved Employees shall be deemed to have released and discharged the Released Parties from all claims for civil penalties under PAGA that are based on the violations alleged and facts identified in the Action and Plaintiff’s LWDA letter dated June 14, 2023 and Plaintiff’s amended letter to the LWDA dated March 10, 2025, or which reasonably could have been brought based on the factual allegations therein, that arose during the PAGA Period (the “PAGA Released Claims”). PAGA Released Claims include, but are not necessarily limited to, penalties predicated on the underlying alleged violations for (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide all

lawful meal periods; (4) failure to authorize and permit all lawful rest periods; (5) failure to timely pay all final wages due upon separation from employment; (6) failed to reimburse all necessary business expenditures; (7) failure to comply with California's Unfair Competition laws; (8) failure to provide heat recovery periods; (9) failure to maintain accurate records; (10) failure to pay wages timely during employment; (11) failure to pay temporary employees' wages; (12) failure to pay agriculture employees at least twice per month; (13) failure to correctly calculate rest period pay for piece rate employees; and (14) failure to pay all required sick pay.

- C. In light of Plaintiff's Class Representative Enhancement Award, Plaintiff agrees to a general release, as an individual and in addition to the Released Claims described above, of any and all claims, whether known or unknown, under federal law or state law against Defendant. Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by California Civil Code Section 1542, which provides as follows:

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

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including but not limited to claims arising under workers' compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

The Settlement shall become effective on the date upon which the Court signs and makes accessible to Defendant (whether via mailed notice or electronically on the Court's docket) an order granting final approval of the Settlement Agreement ("Effective Date").

3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Maximum Settlement Amount" of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) in full and complete settlement of the Action, as follows:
- A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.
- B. The Maximum Settlement Amount shall be paid by Defendant thirty (30) calendar days after the Effective Date. The Maximum Settlement Amount shall be deposited with the Settlement Administrator and held in an established, interest-bearing Qualified Settlement Fund ("QSF").

- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator which are not to exceed \$34,500.00;
 - (3) Up to \$10,000.00 for Plaintiff's Class Representative Enhancement Award in recognition for Plaintiff's contributions to the Action and service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Award, Plaintiff shall not have the right to revoke the Settlement Agreement for that reason, and the Settlement will remain binding;
 - (4) Up to one-third (1/3) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$166,666.67), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than \$30,000.00. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke the Settlement Agreement based on that reason, and the Settlement will remain binding; and
 - (5) Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), 75% of such penalties, or \$37,500.00, will be payable to the LWDA, and the remaining 25%, or \$12,500.00, will be payable to the PAGA Aggrieved Employees as the "PAGA Amount," as described below.
- D. Defendant will not oppose the reasonableness of these requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount for distribution to the Settlement Class members who do not opt-out.
- E. **Employer Payroll Taxes.** The Maximum Settlement Amount does not include the employer's share of payroll taxes, which shall be paid by Defendant separate and apart from, and in addition to, the Maximum Settlement Amount.
- F. **Escalator Clause.** Defendant represents that as of the date of mediation, there were an estimated 12,395 aggregate workweeks worked by the approximately 246 Settlement Class members, and 162,478 aggregate pay periods worked by the approximately 5,090 PAGA Aggrieved Employees, through the date of mediation. If the actual number of aggregate workweeks worked by the Settlement Class members from May 10, 2019 through the date of mediation exceeds 10% of 12,395 workweeks (i.e., exceeds 13,634 workweeks) and/or the actual number of aggregate pay periods worked by the PAGA Aggrieved Employees between June 14, 2022 through the date of mediation exceeds 10% of 162,478 pay periods (i.e., exceeds 178,725 pay periods), then the Gross

Settlement Amount will be increased on a pro rata basis for each workweek above 13,634 workweeks or each pay period above 178,725, whichever is the greater percentage increase.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:
- A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, the Class Representative Enhancement Award, the Settlement Administrator’s fees and expenses for administration, and the amount of PAGA civil penalties designated as payable to the LWDA. The remaining amount shall be known as the “Net Settlement Amount.”
 - B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Payment based on the following formula:
 - i. PAGA Amount: The \$12,500.00 payable to the PAGA Aggrieved Employees as their 25% portion of the PAGA civil penalties shall be designated as the “PAGA Amount.” Each PAGA Aggrieved Employee who was employed by Defendant at any time during the PAGA Period, regardless of whether they timely submit a Request for Exclusion, shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the PAGA Period compared to the aggregate number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.
 - ii. The remainder of the Net Settlement Amount will be distributed to each participating Settlement Class member based on their proportionate number of workweeks worked during the Class Period, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class members during the Class Period.
 - C. Within ten (10) business days following the full funding of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Payment, and will prepare and mail the Individual Settlement Payments to the participating Settlement Class members.
 - D. Each Individual Settlement Payment shall be allocated as twenty percent (20%) wages (subject to applicable withholdings), and eighty percent (80%) interest and penalties (not subject to withholdings). The portion of the PAGA Amount payable

to the PAGA Aggrieved Employees shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members an IRS Form W-2 for amounts paid as wages, and an IRS Form 1099 for amounts paid as penalties and interest. Settlement Class members are responsible for their share of the payroll taxes on portions of the Individual Settlement Payments allocated as unpaid wages, which will be deducted from their Individual Settlement Payments.

- E. Defendant shall fully discharge its obligations to the participating Settlement Class members through the mailing of an Individual Settlement Payment, regardless of whether such checks are actually received and/or negotiated by the recipients. Each member of the Settlement Class who receives an Individual Settlement Payment must cash that check within one hundred eighty (180) days from the date the Settlement Administrator mails it. Any check that is not negotiated within one hundred eighty (180) days of mailing to a Settlement Class member shall be transmitted by the Settlement Administrator, in the name of the participating Settlement Class member, to the State of California's Unclaimed Property Division.
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of up to one-third of the Maximum Settlement Amount, which is currently estimated to be \$166,666.67. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$30,000.00 from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099-MISC by the Settlement Administrator for the fees and costs award approved by the Court.

6. **Class Representative Enhancement Award.** Defendant will not object to a request for a Class Representative Enhancement Award in the amount of \$10,000.00 for Plaintiff's time and risk in prosecuting this case, Plaintiff's service to the Settlement Class, and in exchange for Plaintiff's general release of claims. This award will be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class member, and shall be reported on an IRS Form 1099-MISC issued by the Settlement Administrator.

7. **Settlement Administrator.** Defendant agrees to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff seeking approval to pay up to \$34,500.00 for the administration services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for depositing into an account and holding the payment from Defendant comprising the Maximum Settlement Amount, sending

Notice Packets in English and Spanish to the Settlement Class members, calculating Individual Settlement Payments and preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount only after Individual Settlement Payments have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for this Settlement;
- B. Appointing Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Aden K. Khachadoorian of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Alicia Esquivel Gerlette as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Class and PAGA Action Settlement, Notice of Individual Settlement Payment, and the Request for Exclusion Form), and directing the mailing of the same; and
- G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fifteen (15) court days of the court signing an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, and workweek data for all Settlement Class members during the Class Period (“Class Data”). To protect Settlement Class members’ privacy rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Settlement Administrator employees who need access to Class Data to effect and perform under this Agreement.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement

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

- C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline, as defined below, shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.
- D. Requests for Exclusion. Request for Exclusion Forms will be mailed to all Settlement Class members in the Notice Packets. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail the Request for Exclusion Form to the Settlement Administrator within 60 calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
 - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit the Request for Exclusion Form by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) be signed by the Settlement Class member; and (3) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion Form has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

- ii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class member to object to the Settlement or opt-out of the Settlement Class or encourage any Settlement Class member to appeal from the Judgment. The Parties and their respective counsel each agree that they will not distribute to any Settlement Class member any documents, notices, or information regarding the Action or the settlement other than documents, notices, or information approved by the Court, including but not limited to any documents, notices, or information that would encourage or discourage a Settlement Class member from opting out, unless a specific request is first made to them by the Settlement Class member.
 - iii. PAGA Aggrieved Employees. All PAGA Aggrieved Employees shall receive their share of the PAGA Amount and will be deemed to have released the PAGA Released Claims, regardless of whether or not they timely request to be excluded from the class action portion of the Settlement.
- E. Objections. Members of the Settlement Class who do not opt-out may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court) within the Response Deadline. Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Settlement Class member who wishes to may appear in person or through their own counsel and raise an objection at the Final Approval Hearing.
- F. Notice of Individual Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Individual Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties cannot agree on a resolution, the Parties will submit the dispute to the Court for a final determination.
- G. Defendant understands its legal obligation not to retaliate against the Settlement Class members for their participation and/or election to participate in the benefits to be afforded any of them by the Settlement and/or the Action.

- H. Notice of Final Judgment. A notice of the Court's Final Judgment and Order will be posted on the Settlement Administrator's website for the Settlement Class members and PAGA Aggrieved Employees, in compliance with CRC Rule 3.771(b).

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Award, settlement administration costs, and payment to the LWDA for its share of civil penalties under PAGA; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their respective counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

13. **Confidentiality.** The Parties agree to keep this Settlement Agreement confidential (except for purposes of enforcement) through preliminary approval. Thereafter, the Parties agree to make no comments to the media or otherwise indirectly or directly disclose or publicize the terms or contents of the Settlement. Nothing herein shall prohibit any of the Parties from disclosing information relating to the Settlement Agreement as required by law.

14. **No Publicity.** Prior to preliminary approval, Class Counsel shall not publicize the settlement on its website or in advertising/marketing materials, other than filing documents with the Court. Plaintiff and Class Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the settlement. If Plaintiff or Class Counsel receive an inquiry about the settlement from the media, they may respond only after the motion for preliminary approval has been filed and only by confirming the accurate terms of the settlement. Nothing in this provision shall prevent Defendant from making any required disclosure. Nothing shall prevent Class Counsel from including a general description of the settlement on their website, without the mention of the names of the parties or the case number. Nor shall anything in

this settlement prevent Class Counsel from referring to this case in a declaration establishing qualification as class counsel in future cases.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff: Fletcher W. Schmidt of Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, CA 90245
fschmidt@haineslawgroup.com

if to Defendant: Julie A. Vogelzang of Schor Vogelzang & Chung LLP
2170 Fourth Avenue, San Diego, CA 92101
julie@svclegal.com

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

18. **Enforcement Action.** The Parties agree that the Orange County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

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IN WITNESS THEREOF, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

ALICIA ESQUIVEL GERLETTE

Dated: 05/13/25 _____



Alicia Gerlette (May 13, 2025 15:23 PDT)

Alicia Esquivel Gerlette, Plaintiff

ALTMAN SPECIALTY PLANTS, LLC

Dated: _____

By: _____

Its: _____

APPROVED AS TO FORM:

Dated: _____

HAINES LAW GROUP, APC

By: _____

Paul K. Haines

Fletcher W. Schmidt

Andrew J. Rowbotham

Attorneys for Plaintiff

Dated: _____

SCHOR VOGELZANG & CHUNG LLP

By: _____

Julie A. Vogelzang

Attorneys for Defendant

EXHIBIT B

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC

Orange County Superior Court

Case No.: 30-2023-01324651-CU-OE-CXC

To: All current and former non-exempt employees who worked for Altman Specialty Plants, LLC in California anytime between May 10, 2019 and February 28, 2025 and who did not sign an arbitration agreement containing a class action waiver.

PLEASE READ CAREFULLY

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT
THIS NOTICE IS BEING PROVIDED IN ENGLISH AND SPANISH**

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC*, Orange County Superior Court Case No. 30-2023-01324651-CU-OE-CXC (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant Altman Specialty Plants, LLC’s (hereinafter “Defendant”) records show that you are or were employed by Altman Specialty Plants, LLC in California between May 10, 2019 and February 28, 2025 (the “Class Period”), and did not sign an arbitration agreement containing a class action waiver. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

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

What is this case about?

Plaintiff Alicia Esquivel Gerlette (“Plaintiff”) brought this Action against Defendant, seeking to assert claims on behalf of a class of all current and former non-exempt employees who worked for Defendant in California during the Class Period and who did not sign arbitration agreements. Plaintiff is known as the “Class Representative,” and her attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

In the Action, Plaintiff alleges that Defendant: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all lawful meal periods; (4) failed to authorize and permit all lawful rest periods; (5) failed to authorize and permit all lawful rest and to provide required recovery periods; (6) failed to pay all required sick leave; (7) failed to maintain and produce accurate payroll and personnel records; (8) failed to pay all wages at least twice per month; (9) failed to timely pay all final wages due upon separation from employment; (10) failed to reimburse all necessary business expenditures; (11) failed to provide accurate itemized wage statements; (12) failed to correctly calculate rest period pay for piece rate employees; (13) failed to pay all wages timely during employment; (14) failed to pay temporary employees’ wages; (15) failed to comply with California’s Unfair Competition Law; and (16) is liable for civil penalties under the Private Attorneys General Act (“PAGA”).

The Action is brought as both a class action and a representative action under PAGA. PAGA allows employees to step into the shoes of state enforcement agencies to pursue civil penalties for Labor Code violations on behalf of the State of California. An “aggrieved employee” who has experienced at least one Labor Code violation may bring a representative claim under PAGA to seek penalties for all violations committed by the employer. Seventy-five percent (75%) of the penalties recovered are paid to the California Labor and Workforce Development Agency (“LWDA”),

and the remaining twenty-five percent (25%) is distributed among all current and former non-exempt employees who worked for Defendant in California at any time between June 14, 2022 and February 28, 2025 (“PAGA Aggrieved Employees”).

Defendant denies all wrongdoing and maintains that it has complied with all applicable laws. Defendant also denies owing any wages, restitution, penalties, damages, or other relief to members of the Settlement Class. The Settlement is a negotiated compromise of disputed claims and is not to be construed as an admission of liability by Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendant has concluded that it is in its best interest to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s length negotiations between the parties.

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

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant’s policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/Settlement Class: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Fletcher W. Schmidt fschmidt@haineslawgroup.com Andrew J. Rowbotham arowbotham@haineslawgroup.com Aden M. Khachadorian akhachadorian@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant: SCHOR VOGELZANGE & CHUNG LLP Julie A. Vogelzang (SBN 174411) Lisa Hird Chung (SBN 246766) Christoph M. Diecke (SBN 239177) 2170 Fourth Avenue San Diego, CA 92101 Tel: (619) 906-2400 Fax: (619) 906-2401 Email: julie@svclegal.com lisa@svclegal.com chris@svclegal.com
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who worked for Defendant in California during the Class Period and who did not sign an arbitration agreement containing a class action waiver. Settlement Class members who do not opt-out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay \$500,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class Members, Class Counsel’s attorneys’ fees and expenses, Settlement administration costs, payment to the LWDA, and the Class Representative’s Enhancement Award.

Defendant will fund the settlement by depositing the Maximum Settlement Amount with the Settlement Administrator within thirty (30) calendar days after the Effective Date. The Effective Date is defined as the date upon which the Court signs and makes accessible to Defendant an order granting final approval of the Settlement Agreement.

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

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for up to one-third of the Maximum Settlement Amount, which is currently estimated at \$166,666.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$30,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$34,500.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Award. Class Counsel will ask the Court to award the Class Representative an Enhancement Award of \$10,000.00, to compensate her for her service and extra work provided on behalf of Class Members.

PAGA Payment to State of California and PAGA Aggrieved Employees. The Parties have agreed to allocate \$50,000.00 towards the Settlement of the PAGA claims in the Action. \$37,500.00 will be paid to the LWDA, representing its 75% share of the civil penalties. The remaining \$12,500.00 will be allocated to PAGA Aggrieved Employees as the “PAGA Amount” as described below.

Calculation of Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class Members who do not submit a valid and timely Request for Exclusion (described below). Payments to Settlement Class Members will be calculated as follows:

- (i) The NSA, which is estimated to be \$ [REDACTED] but subject to the Court’s final order, will be allocated among Settlement Class Members based on the number of workweeks each Settlement Class Member worked as a non-exempt employee during the Class Period. The Individual Settlement Payment will be calculated by multiplying the NSA by a fraction, the numerator of which is the individual’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all Settlement Class Members during the Class Period.
- (ii) PAGA Amount. \$12,500.00 of the Maximum Settlement Amount is designated as the “PAGA Amount.” Each PAGA Aggrieved Employee will receive a share of the PAGA Amount in proportion to the number of pay periods worked between June 14, 2022 and February 28, 2025 (the “PAGA Period”). Each individual’s share will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the total number of pay periods worked by that individual during the PAGA Period, and the denominator of which is the total number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.

The average Settlement Payment to Settlement Class members is estimated at <<AVERAGE PAYMENT>>. The lowest Settlement Payment to a Settlement Class member is estimated at <<LOWEST PAYMENT>>. The highest Settlement Payment to a Settlement Class member is estimated at <<HIGHEST PAYMENT>>.

Allocation and Taxes. For tax purposes, each Settlement Payment shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the NSA shall be allocated as twenty percent (20%) wages and eighty percent (80%) penalties and interest. The Settlement Administrator will be responsible for issuing participating Settlement Class members IRS Forms W-2 for the amounts allocated as “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Payment. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Employer-side payroll taxes will be paid separately by Defendant and will not be deducted from the Maximum Settlement Amount.

Release. Plaintiff and every member of the Settlement Class (except those who opt-out), on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns (the “Released Parties”) from liability for all claims, demands, rights, liabilities and causes of action of any nature or description alleged based on the factual allegations set forth in the Action, or which could have been pled in the Action based on the factual allegations therein, that arose during the Class Period (“Released Claims”).

All PAGA Aggrieved Employees shall be deemed to have released and discharged the Released Parties from all claims for civil penalties under PAGA that are based on the violations alleged and facts identified in the Action and Plaintiff’s LWDA letter dated June 14, 2023 and Plaintiff’s amended letter to the LWDA dated March 10, 2025, or which reasonably could have been brought based on the factual allegations therein, that arose during the PAGA Period (the “PAGA Released Claims”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. You do not need to take any action if you wish to receive a payment under the Settlement. If you do nothing, you will be entitled to your Individual Settlement Payment based on the number of workweeks you worked for Defendant in California during the Class Period, and the number of pay periods you worked during the PAGA Period. You will also be bound by the terms of the Settlement, including the release of claims described in this Notice.

What other options do I have?

Disputing Information in Notice. Your estimated Individual Settlement Payment is listed in the enclosed Dispute Form. It is based on Defendant’s records reflecting the number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period. That underlying information is included in the Dispute Form. If you believe any of it is incorrect, you may submit a written dispute, either separately or using the Dispute Form, along with any supporting documents. Do not send originals; documents will not be returned.

Your dispute must be mailed to the Settlement Administrator and postmarked no later than <<RESPONSE DEADLINE>>. The Settlement Administrator may contact you for clarification and will consult with both parties to determine whether an adjustment is appropriate. If no agreement is reached, the Settlement Administrator will make the final and binding decision regarding your eligibility and payment amount.

Exclude Yourself from the Settlement. If you do not wish to participate in the class portion of the Settlement, you may exclude yourself by submitting a signed Request for Exclusion Form to the Settlement Administrator. The Request for Exclusion Form must include your name, address, and telephone number; the last 4 digits of your Social Security Number; and your signature, and must be postmarked no later than <<RESPONSE DEADLINE>>. A copy of the Request for Exclusion Form is included with this Notice.

Mail the completed form to the Settlement Administrator at: <<INSERT ADMINISTRATOR CONTACT INFO>>.

If you submit a valid and timely Request for Exclusion, you will not be a member of the Settlement Class and will not receive an Individual Settlement Payment. However, you cannot opt out of the PAGA portion of the Settlement. You will still receive a share of the PAGA Amount and will be bound by the PAGA release.

Do not submit both a Dispute and a Request for Exclusion. If you submit both, your Request for Exclusion will be considered invalid. You will remain a Settlement Class Member and will be bound by the terms of the Settlement.

Objecting to the Settlement. If you do not exclude yourself, you may object to the class portion of the Settlement. However, you may not object to the PAGA portion. If the Court overrules your objection, you will still be bound by the Settlement.

To object, you must submit a written objection or the enclosed Objection Form to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>, postmarked no later than <<RESPONSE DEADLINE>>.

Your objection must include: (1) your name and address; (2) the case name and number (*Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC*, Case No. 30-2023-01324651-CU-OE-CXC); (3) a detailed explanation of the reasons for your objection; and (4) if represented by an attorney, your attorney's name and contact information.

You may also include supporting documents or evidence.

You may appear at the Final Approval Hearing, currently scheduled for <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, either in person or through your own attorney at your own expense.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department CX103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Class Representative Enhancement Award. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. **You are not required to attend the Final Approval Hearing, but you may do so if you wish.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701, during regular court hours. You may also view the case file online at www.occourts.org by going to the "Online Services" tab, selecting "Case Access," selecting "Civil Case & Document Access," and entering the case number information (Case Number: 01324651, Year Filed 2023).

This case is assigned to Department CX103 of the Orange County Superior Court, located at 751 W. Santa Ana Blvd., Santa Ana, CA 92701. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham In Support of Plaintiff's Motion For Preliminary Approval of Class Action Settlement, filed on <<PA MOTION

FILING DATE>>. You may call the Administrator at **PHONE** or write to Gerlette vs. Altman Specialty Plants, LLC, c/o Phoenix Settlement Administrators, **<<INSERT ADMINISTRATOR CONTACT INFO>>**
You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR THEIR ATTORNEYS FOR INFORMATION
ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

REMINDER AS TO TIME LIMITS

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

DISPUTE FORM

Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC
Orange County Superior Court
Case No.: 30-2023-01324651-CU-OE-CXC

If you believe the number of workweeks or pay periods listed below is incorrect, you may dispute that information by submitting documentation showing what you believe to be the correct figures.

All disputes must be mailed or delivered directly to the Settlement Administrator at:

Phoenix Settlement Administrators

<<INSERT ADMINISTRATOR CONTACT INFO>>

RESPONSE DEADLINE:

All disputes must be postmarked or delivered no later than **<<RESPONSE DEADLINE>>**.

According to Defendant Altman Specialty Plants, LLC's ("Defendant") records:

- You **<<did / did not>>** work for Defendant in California between May 10, 2019 and February 28, 2025, and you **<<did / did not>>** sign an arbitration agreement containing a class action waiver.
- You worked ____ workweeks during that period.
- A total of ____ workweeks were worked by all Settlement Class Members (i.e., individuals who did not sign arbitration agreements with class waivers) between May 10, 2019 and February 28, 2025.
- You worked ____ pay periods for Defendant in California between June 14, 2022 and February 28, 2025.
- A total of ____ pay periods were worked by all PAGA Aggrieved Employees during that period.

Based on this information, your Individual Settlement Payment is estimated to be \$ ____.
Your share of the PAGA Amount is estimated to be \$ ____.

Provide any evidence to support what you believe is your actual number of workweeks and pay periods during the relevant time periods. Please attach additional pages if necessary:

OBJECTION FORM

Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC
Orange County Superior Court
Case No.: 30-2023-01324651-CU-OE-CXC

ALL OBJECTIONS MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR, PHOENIX SETTLEMENT ADMINISTRATORS AT <<INSERT ADMINISTRATOR CONTACT INFO>>. ALL OBJECTIONS MUST BE POSTMARKED OR DELIVERED ON OR BEFORE <<RESPONSE DEADLINE>>. SUBMITTING THIS FORM DOES NOT REQUIRE YOU TO APPEAR IN COURT. THE COURT WILL CONSIDER YOUR OBJECTION WHETHER OR NOT YOU APPEAR.

OBJECTING CLASS MEMBER INFORMATION:

Name	Telephone Number
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Address	Last 4 SSN
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Date	Signature
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DESCRIBE THE NATURE AND BASIS OF EACH OBJECTION AND PLEASE ATTACH ADDITIONAL PAGES IF NECESSARY:

REQUEST FOR EXCLUSION FORM

Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC
Orange County Superior Court
Case No.: 30-2023-01324651-CU-OE-CXC

IF YOU **DO NOT** WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST **COMPLETE, SIGN AND MAIL** OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE **<<RESPONSE DEADLINE>>**, ADDRESSED AS FOLLOWS:

[INSERT SETTLEMENT ADMINISTRATOR]
Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC
SETTLEMENT ADMINISTRATOR
<<INSERT ADMINISTRATOR CONTACT INFO>>

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT. **DO NOT** SUBMIT THIS FORM TO THE COURT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC*, Orange County Superior Court Case No. 30-2023-01324651-CU-OE-CXC.

I HAVE READ THE NOTICE TO SETTLEMENT CLASS AND I WISH TO OPT OUT OF THE SETTLEMENT CLASS IN *ALICIA ESQUIVEL GERLETTE V. ALTMAN SPECIALTY PLANTS, LLC*, ORANGE COUNTY SUPERIOR COURT CASE NO. 30-2023-01324651-CU-OE-CXC.

I UNDERSTAND THAT IF I OPT OUT FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”) AS DESCRIBED IN THE ACCOMPANYING NOTICE TO SETTLEMENT CLASS.

Name

Last Four Digits of Social Security Number

Address

Date

Signature

EXHIBIT C

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 14, 2023

VIA LWDA WEBSITE

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

Re: *Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Alicia Esquivel Gerlette in claims arising from her employment with Altman Specialty Plants, LLC. and Does 1 through 100 (“Defendants”). Ms. Gerlette is an “aggrieved employee” within the meaning of Labor Code § 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 (“any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.”)(emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate a wholesale nursery business that supplies and distributes plant materials to retailers nationwide. Ms. Gerlette was employed by Defendants in the non-exempt position of “Merchandiser” from approximately 2018 to approximately February 2021. On July 7, 2022, Ms. Gerlette submitted a written payroll and personnel records request to Defendants. Defendants failed to respond to Ms. Gerlette’s records request within 21 days from the date of the request, in direct violation of Labor Code § 226(c).

During Ms. Gerlette’s employment with Defendants, Defendants did, and upon information and belief, still utilize a timekeeping system that resulted in Ms. Gerlette and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Defendants’ rounded these timekeeping entries to quarter-hour increments in a non-neutral manner resulting in Ms. Gerlette and other aggrieved employees not being paid all minimum and overtime wages owed to them. *See See’s Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 907 (rounding policy must be “fair and neutral on its face” and implemented in a manner that will “not result, over a period of time, in failure to compensate the employees properly for all the

time they have actually worked.”) Further, on occasions when Ms. Gerlette and other aggrieved employees worked over eight hours in a workday and/or forty hours in a workweek, Defendants’ timekeeping policies/practices deprived them of additional overtime wages earned. Due to Defendants’ timekeeping policies/practices that fail to compensate for all hours worked, Ms. Gerlette and other aggrieved employees were not compensated for all required minimum and overtime wages

Defendants failed to provide Ms. Gerlette and other aggrieved employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. On those occasions when Ms. Gerlette and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Defendants failed to compensate Ms. Gerlette and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants maintained no payroll code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period was not provided to their non-exempt employees.

Defendants have also failed to authorize and permit all required rest periods for Ms. Gerlette and other aggrieved employees. Specifically, Defendants have regularly failed to authorize and permit a net 10-minute rest period for every four hours worked or major fraction thereof, and Ms. Gerlette and other aggrieved employees often have had to take short (less than 10 minutes) rest periods, due to their workload. Despite failing to authorize and permit Ms. Gerlette and other aggrieved employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Defendants maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Ms. Gerlette or other aggrieved employees any rest period premiums.

Defendants also failed to adequately reimburse Ms. Gerlette and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phones to clock in and out. Despite requiring Ms. Gerlette and other aggrieved employees to download an application on their cell phones to clock in and out of their work shift, Defendants did not adequately reimburse Ms. Gerlette and other aggrieved employees for their cellular phone expenses, even though they used their personal cellular phones for business purposes.

As a result of Defendants’ failure to compensate Ms. Gerlette and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Defendants failed to pay Ms. Gerlette and other aggrieved employees all wages owed at the time of their separation of employment with Defendants.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 7 (“Wage Order 7”):

Minimum Wage Violations

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes Defendants' failure to pay Ms. Gerlette and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 7. Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

Overtime Wage Violations

Defendants were required to properly pay Ms. Gerlette and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Ms. Gerlette and other aggrieved employees to work overtime hours but did not compensate Ms. Gerlette or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Gerlette and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 7, § 11. As a result, Ms. Gerlette and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As described above, Defendants also failed, and continue to fail, to authorize and permit Ms. Gerlette and similarly aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 7, § 12. As a result, Ms. Gerlette and similarly aggrieved employees are owed an additional hour of wages at their

regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to reimburse Ms. Gerlette and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. Defendants' policy of not providing reimbursement for necessary work-related expenses violates Wage Order 7, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Ms. Gerlette and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Waiting Time Penalties

Defendants failed to timely pay Ms. Gerlette and other aggrieved employees all final wages due to them at the time of their separation which includes, among other things, unpaid overtime and minimum wages, and meal and rest period premium wages. Further, Ms. Gerlette is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay other aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Ms. Gerlette and other aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due.

Record Keeping Violations

Defendants are subject to Labor Code § 226 (c) which states that upon receipt of a written or oral request to inspect or copy records, the employer "shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Labor Code § 226 (f) further provides that "[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer." Although Ms. Gerlette made a written request pursuant to subdivision (c), Defendants failed to respond within 21 days.

As an "aggrieved employee," Ms. Gerlette will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Ms. Gerlette's own investigation, and on

information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 558, 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Gerlette and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Ms. Gerlette and other aggrieved employees all overtime compensation earned;
- c. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all meal periods as required by law and failing to pay meal premiums to Ms. Gerlette and similarly aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Gerlette and similarly aggrieved employees to take all of their statutorily-mandated, duty-free rest periods and failing to pay rest premiums at these employees' respective regular rates of pay for rest period violations;
- e. Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Gerlette and other aggrieved employees;
- f. Defendants violated Labor Code § 226(c) by failing to respond to Ms. Gerlette and other aggrieved employees' written requests to inspect their employment records;
- g. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Gerlette and other aggrieved employees for all work-related expenses incurred;
- h. Defendants violated Labor Code § 204 by failing to pay Ms. Gerlette and other aggrieved employees all wages earned at least twice during each calendar month.

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

Very truly yours,
HAINES LAW GROUP, APC


Fletcher W. Schmidt

cc: Altman Specialty Plants, LLC c/o Kenneth Altman (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 06/15/2023

HAINES LAW GROUP:

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

9214 8901 9403 8319 1416 18

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

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 06/14/2023

ORIGINAL INTENDED RECIPIENT:

ALTMAN SPECIALTY PLANTS LLC

C/O: KENNETH ALTMAN

3742 BLUE BIRD CANYON RD

VISTA CA 92084-7432

VC



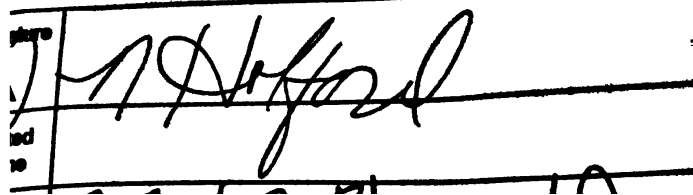
Mailer: Haines Law Group

Date Produced: 06/19/2023

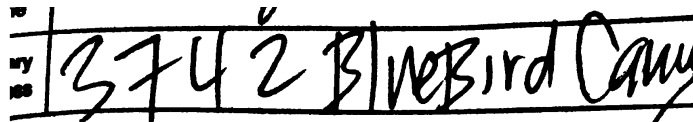
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8319 1416 18. Our records indicate that this item was delivered on 06/16/2023 at 11:53 a.m. in VISTA, CA 92084. The scanned image of the recipient information is provided below.

Signature of Recipient :

Delivery Section


Address of Recipient :



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

Sincerely,
United States Postal Service

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

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

ALTMAN SPECIALTY PLANTS LLC
C/O: KENNETH ALTMAN
3742 BLUE BIRD CANYON RD
VISTA CA 92084-7432

Customer Reference Number: C4263006.25471262

Return Reference Number vc

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

March 10, 2025

VIA LWDA WEBSITE

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

Re: *Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC, et al.*

To Whom It May Concern:

This letter is meant to supplement the letter sent by my office on June 14, 2023 (the “June PAGA Letter”) on behalf of Alicia Esquivel Gerlette, regarding the Labor Code violations committed by Altman Specialty Plants, LLC and Does 1 through 100 (“Defendants”) against Ms. Gerlette and other aggrieved employees, defined as all current and former non-exempt employees who worked for Defendants in California at any time June 14, 2022 and the present. A copy of the June PAGA Letter is attached hereto as **Exhibit 1** and incorporated by reference.

In addition to the allegations alleged in Ms. Gerlette’s previous correspondence, Ms. Gerlette further alleges that throughout Ms. Gerlette’s employment with Defendants, did, and upon information and belief, still utilize a timekeeping system that resulted in Ms. Gerlette and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Defendants’ rounded these timekeeping entries to quarter-hour increments in a non-neutral manner resulting in Ms. Gerlette and other aggrieved employees not being paid all minimum and overtime wages owed to them. *See See’s Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 907 (rounding policy must be “fair and neutral on its face” and implemented in a manner that will “not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked.”) Further, on occasions when Ms. Gerlette and other aggrieved employees worked over eight hours in a workday and/or forty hours in a workweek, Defendants’ timekeeping policies/practices deprived them of additional overtime wages earned. Due to Defendants’ timekeeping policies/practices that fail to compensate for all hours worked, Ms. Gerlette and other aggrieved employees were not compensated for all required minimum and overtime wages.

Defendants have also failed to authorize and permit all required rest periods for Ms. Gerlette and other aggrieved employees. Specifically, Defendants have regularly failed to authorize and permit a net 10-minute rest period for every four hours worked or major fraction thereof, and Ms. Gerlette and other aggrieved employees often have had to take short (less than 10 minutes) rest periods, due to their workload. Despite failing to authorize

and permit Ms. Gerlette and other aggrieved employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Defendants maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Ms. Gerlette or other aggrieved employees any rest period premiums. Further, Defendant failed to properly calculate the rate of pay during rest periods for employees paid on a piece rate basis.

Defendants also failed to pay Ms. Gerlette and other aggrieved employees all sick pay wages owed to them. Defendants' policies and practices dictated that sick pay payments be made at an employee's base rate of pay, as opposed to their regular rate of pay. Because Ms. Gerlette and other aggrieved employees received Incentive Pay that was required to be included in their regular rate of pay, but were not, Ms. Gerlette and other aggrieved employees have not been paid all sick pay wages owed to them.

Defendants have failed to implement any meaningful heat illness prevention systems or policies, including failing to provide heat recovery periods to its employees, consistent with industry-wide standards for the nature of the work performed. Specifically, Ms. Gerlette's job duties required that she work outside in temperatures of over 80 degrees Fahrenheit while performing manual labor. Defendants failed to comply with employees' requests for cool-down rest periods and failed to provide adequate shade. These practices are in violation of Cal. Code Regs. tit. 8, § 3395, Labor Code § 6721, and Wage Order 7, § 15.

As a result of Defendants' failure to compensate Ms. Gerlette and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Gerlette and other aggrieved employees. Further, Defendants failed to pay Ms. Gerlette and other aggrieved employees, including agricultural employees, at least twice during each calendar month in violation of Labor Code § 204.

Defendants also failed to pay all temporary employee wages during the relevant time period.

As described above, and in addition to the violations outlined in Ms. Gerlette's June 14, 2023 letter, Defendants committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 7 ("Wage Order 7"):

Minimum Wage Violations

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes Defendants' failure to pay Ms. Gerlette and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 7. Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked,

in amounts set by state law. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

Rest Period Violations

As described above, Defendants also failed, and continue to fail, to authorize and permit Ms. Gerlette and similarly aggrieved employees to take all required and compliant rest periods. See Labor Code §§ 226.7 and 516; Wage Order 7, § 12. As a result, Ms. Gerlette and similarly aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. See Labor Code § 226.7. Further, Labor Code section 226.2 and *Bluford v. Safeway Stores, Inc.*, 216 Cal. App. 4th 864 (2013) mandates that employees paid pursuant to a piece-rate compensation system be compensated separately for their rest periods.

Sick Pay Violations

Defendants are required to pay Ms. Gerlette and other aggrieved employees with legally required sick pay at their respective regular rates of pay, as mandated by Labor Code § 246. However, Defendants failed to incorporate Incentive Pay into the rate of pay used for purposes of paying sick pay, resulting in sick pay paid at rates that were less than Ms. Gerlette and other aggrieved employees' regular rates of pay.

Wage Statement Violations

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

As an "aggrieved employee," Ms. Gerlette has initiated a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Gerlette's own investigation, and on information and believe, Defendants committed and

continue to commit the following Labor Code violations in addition to those stated in the June PAGA Letter:

- a. Defendants violated Labor Code §§ 558, 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Gerlette and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Defendants violated Labor Code §§ 226.2, 226.7, 516, and 558 by failing to authorize and permit Ms. Gerlette and similarly aggrieved employees to take all of their statutorily-mandated, duty-free rest and recovery periods, failing to pay rest premiums at these employees' respective regular rates of pay for rest period violations, and failing to provide separate compensation for rest periods to employees paid on a piece-rate basis;
- c. Defendants violated Labor Code § 246 by failing to pay sick pay at the regular rate of compensation;
- d. Defendants violated Labor Code § 226 by failing to furnish Ms. Gerlette and other aggrieved employees with accurate and compliant itemized wage statements, including the rate of pay and the total hours worked for each temporary services assignment;
- e. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Ms. Gerlette and other aggrieved employees;
- f. Defendants violated Labor Code § 204 by failing to pay Ms. Gerlette and other aggrieved employees, including agricultural employees, all wages earned at least twice during each calendar month.

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

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

cc: Altman Specialty Plants, LLC c/o Kenneth Altman (via certified mail)

EXHIBIT 1

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 14, 2023

VIA LWDA WEBSITE

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

Re: *Alicia Esquivel Gerlette v. Altman Specialty Plants, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Alicia Esquivel Gerlette in claims arising from her employment with Altman Specialty Plants, LLC. and Does 1 through 100 (“Defendants”). Ms. Gerlette is an “aggrieved employee” within the meaning of Labor Code § 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 (“any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.”)(emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate a wholesale nursery business that supplies and distributes plant materials to retailers nationwide. Ms. Gerlette was employed by Defendants in the non-exempt position of “Merchandiser” from approximately 2018 to approximately February 2021. On July 7, 2022, Ms. Gerlette submitted a written payroll and personnel records request to Defendants. Defendants failed to respond to Ms. Gerlette’s records request within 21 days from the date of the request, in direct violation of Labor Code § 226(c).

During Ms. Gerlette’s employment with Defendants, Defendants did, and upon information and belief, still utilize a timekeeping system that resulted in Ms. Gerlette and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Defendants’ rounded these timekeeping entries to quarter-hour increments in a non-neutral manner resulting in Ms. Gerlette and other aggrieved employees not being paid all minimum and overtime wages owed to them. *See See’s Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 907 (rounding policy must be “fair and neutral on its face” and implemented in a manner that will “not result, over a period of time, in failure to compensate the employees properly for all the

time they have actually worked.”) Further, on occasions when Ms. Gerlette and other aggrieved employees worked over eight hours in a workday and/or forty hours in a workweek, Defendants’ timekeeping policies/practices deprived them of additional overtime wages earned. Due to Defendants’ timekeeping policies/practices that fail to compensate for all hours worked, Ms. Gerlette and other aggrieved employees were not compensated for all required minimum and overtime wages

Defendants failed to provide Ms. Gerlette and other aggrieved employees with all legally compliant meal periods due to Defendants’ meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. On those occasions when Ms. Gerlette and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Defendants failed to compensate Ms. Gerlette and other aggrieved employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Defendants maintained no payroll code or other mechanism for paying meal period premiums under Labor Code § 226.7 in the event a legally compliant meal period was not provided to their non-exempt employees.

Defendants have also failed to authorize and permit all required rest periods for Ms. Gerlette and other aggrieved employees. Specifically, Defendants have regularly failed to authorize and permit a net 10-minute rest period for every four hours worked or major fraction thereof, and Ms. Gerlette and other aggrieved employees often have had to take short (less than 10 minutes) rest periods, due to their workload. Despite failing to authorize and permit Ms. Gerlette and other aggrieved employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Defendants maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7 and did not pay Ms. Gerlette or other aggrieved employees any rest period premiums.

Defendants also failed to adequately reimburse Ms. Gerlette and other aggrieved employees for all reasonable and necessary work expenditures, including, but not limited to, use of personal cellular phones to clock in and out. Despite requiring Ms. Gerlette and other aggrieved employees to download an application on their cell phones to clock in and out of their work shift, Defendants did not adequately reimburse Ms. Gerlette and other aggrieved employees for their cellular phone expenses, even though they used their personal cellular phones for business purposes.

As a result of Defendants’ failure to compensate Ms. Gerlette and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Defendants failed to pay Ms. Gerlette and other aggrieved employees all wages owed at the time of their separation of employment with Defendants.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 7 (“Wage Order 7”):

Minimum Wage Violations

Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes Defendants' failure to pay Ms. Gerlette and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 7. Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

Overtime Wage Violations

Defendants were required to properly pay Ms. Gerlette and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay" for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Ms. Gerlette and other aggrieved employees to work overtime hours but did not compensate Ms. Gerlette or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Gerlette and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 7, § 11. As a result, Ms. Gerlette and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As described above, Defendants also failed, and continue to fail, to authorize and permit Ms. Gerlette and similarly aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 7, § 12. As a result, Ms. Gerlette and similarly aggrieved employees are owed an additional hour of wages at their

regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to reimburse Ms. Gerlette and other aggrieved employees for necessary work expenses, including the use of their personal cellular phones for business purposes. Defendants' policy of not providing reimbursement for necessary work-related expenses violates Wage Order 7, § 9, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Ms. Gerlette and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Waiting Time Penalties

Defendants failed to timely pay Ms. Gerlette and other aggrieved employees all final wages due to them at the time of their separation which includes, among other things, unpaid overtime and minimum wages, and meal and rest period premium wages. Further, Ms. Gerlette is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay other aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Ms. Gerlette and other aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due.

Record Keeping Violations

Defendants are subject to Labor Code § 226 (c) which states that upon receipt of a written or oral request to inspect or copy records, the employer "shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Labor Code § 226 (f) further provides that "[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer." Although Ms. Gerlette made a written request pursuant to subdivision (c), Defendants failed to respond within 21 days.

As an "aggrieved employee," Ms. Gerlette will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Ms. Gerlette's own investigation, and on

information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 558, 1182.12, 1194, 1194.2, and 1197 by failing to pay Ms. Gerlette and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Ms. Gerlette and other aggrieved employees all overtime compensation earned;
- c. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all meal periods as required by law and failing to pay meal premiums to Ms. Gerlette and similarly aggrieved employees at these employees' respective regular rates of compensation for meal period violations;
- d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Ms. Gerlette and similarly aggrieved employees to take all of their statutorily-mandated, duty-free rest periods and failing to pay rest premiums at these employees' respective regular rates of pay for rest period violations;
- e. Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Gerlette and other aggrieved employees;
- f. Defendants violated Labor Code § 226(c) by failing to respond to Ms. Gerlette and other aggrieved employees' written requests to inspect their employment records;
- g. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Gerlette and other aggrieved employees for all work-related expenses incurred;
- h. Defendants violated Labor Code § 204 by failing to pay Ms. Gerlette and other aggrieved employees all wages earned at least twice during each calendar month.

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

Very truly yours,
HAINES LAW GROUP, APC


Fletcher W. Schmidt

cc: Altman Specialty Plants, LLC c/o Kenneth Altman (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 03/11/2025

HAINES LAW GROUP:

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ORIGINAL INTENDED RECIPIENT:

ALTMAN SPECIALTY PLANTS LLC

C/O: KENNETH ALTMAN AGENT FOR SERVICE OF PROCESS

3742 BLUE BIRD CANYON RD

VISTA CA 92084-7432

JR - Gerlette, Alicia



Mailer: Haines Law Group

Date Produced: 03/13/2025

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8304 3122 69. Our records indicate that this item was delivered on 03/12/2025 at 12:37 p.m. in VISTA, CA 92084. The scanned image of the recipient information is provided below.

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C/O: KENNETH ALTMAN AGENT FOR SERVICE OF PROCESS
3742 BLUE BIRD CANYON RD
VISTA CA 92084-7432

Customer Reference Number: C5721121.34692576

Return Reference Number JR - Gerlette, Alicia

EXHIBIT D