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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—STANLEY MOSK COURTHOUSE

MAURICIO ANTHONY FONSECA,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

ARM MANAGEMENT, INC., a California
corporation and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 23STCV27739

Honorable Barbara A. Meiers
Department 12

**SUPPLEMENTAL BRIEF IN SUPPORT
OF PLAINTIFF’S MOTION FOR
APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL.
LABOR CODE § 2698,
ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF
ATTORNEYS’ FEES AND COSTS,
GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION
COSTS**

[Supplemental Declaration of Plaintiff’s
Counsel (Melissa LeBlanc-Mansell); and
[Revised Proposed] Order and Judgment
filed concurrently herewith]

Reservation ID: Specially Set by Court
Date: April 11, 2025
Time: 9:00 a.m.
Department: 12

Complaint Filed: November 13, 2023
Trial Date: None Set

1 **I. INTRODUCTION**

2 On or about February 25, 2025, Plaintiff and ARM Management, Inc. (“Defendant”)
3 (together with Plaintiff, the “Parties”) executed the Private Attorneys General Act Settlement
4 Agreement and Release (“Original Settlement Agreement”), attached as EXHIBIT 2 to the
5 Declaration of Melissa LeBlanc-Mansell in Support of Plaintiff’s Motion for Approval of Private
6 Attorneys General Act (Cal. Labor Code § 2698, *Et. Seq.*) Settlement Agreement and Award of
7 Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs
8 (“Declaration of Melissa LeBlanc-Mansell” or “LeBlanc-Mansell Decl.”), filed on April 4,
9 2025.¹

10 On April 4, 2025, Plaintiff filed the Motion for Approval of Private Attorneys General
11 Act (Cal. Labor Code § 2698, *Et. Seq.*) Settlement Agreement and Award of Attorneys’ Fees and
12 Costs, General Release Fee, and Settlement Administration Costs (“Motion for Approval”) and
13 supporting documents seeking approval of the settlement reached by the Parties.²

14 The Parties identified typographic errors in the Original Settlement Agreement.
15 Specifically, the Original Settlement Agreement states that the start date of the PAGA Period is
16 September 6, 2021, when in fact the Parties had intended for the start date of the PAGA Period to
17 be September 6, 2022.³ Additionally, the Parties determined that the escalator clause in Section
18 3(b) and related language in Section 7(b) of the Settlement Agreement were unclear and that the
19 language should be clarified.⁴

20 To address these identified issues, the Parties negotiated and entered into the Amended
21 Private Attorneys General Act Settlement Agreement and Release (“Amended Settlement
22 Agreement”), which supersedes the Original Settlement Agreement.⁵ A true and correct copy of
23 the Amended Settlement Agreement, executed by the Parties, is attached as EXHIBIT 1 to the
24 Supplemental Declaration of Melissa LeBlanc-Mansell in Support of Plaintiff’s Motion for
25 Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et. Seq.*) Settlement

26 ¹ Suppl. LeBlanc-Mansell Decl., ¶ 2.

27 ² *Id.*, ¶ 3.

28 ³ *Id.*, ¶ 4.

⁴ *Id.*

⁵ *Id.*, ¶ 5.

Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs ("Supplemental Declaration of Melissa LeBlanc-Mansell" or "Suppl. LeBlanc-Mansell Decl."). The Parties have also prepared a revised Cover Letter ("Cover Letter"), which is attached as "Exhibit A" to the Amended Settlement Agreement submitted concurrently herewith.

For the Court's ease of reference, in considering the modifications that have been made to the Original Settlement Agreement and original Cover Letter by way of the Amended Settlement Agreement and amended Cover Letter, a redline version of the Amended Settlement Agreement and amended Cover Letter is attached as EXHIBIT 2 to the Supplemental Declaration of Melissa LeBlanc-Mansell.

Based on the additional information provided herein, in the Supplemental Declaration of Melissa LeBlanc-Mansell filed concurrently herewith, the other moving and supporting papers for the Motion for Approval, as well as the pleadings and other records on file with the Court in this matter, and such evidence and oral argument as may be presented at the hearing on the Motion for Approval, the Court is respectfully requested to grant approval of the Amended Settlement Agreement, in its entirety.

II. MODIFIED PAGA PERIOD

The Parties identified that the PAGA Period contained a typographic error in that the Original Settlement Agreement stated that the start date of the PAGA Period was September 6, 2021, when in fact the Parties had intended for the start date of the PAGA Period to be September 6, 2022.

Accordingly, the Parties have revised sections 3(a)(5), 3(b), and 7(b) to state that the PAGA Period is defined as "September 6, 2022 through the earlier of (a) December 28, 2024 or (b) the Alternate End Date, at Defendant's election."⁶

III. REVISED ESCALATOR CLAUSE

The Parties determined that the escalator clause in Section 3(b) and related language in Section 7(b) of the Original Settlement Agreement were unclear with respect to the operation of

⁶ Amended Settlement Agreement, §§ 3(a)(5), 3(b) & 7(b); Suppl. LeBlanc-Mansell Decl. ¶ 4.

1 the escalator clause and should be clarified.

2 After meeting and conferring the Parties agreed to revise Sections 3b and 7(b) of the
3 Original Settlement Agreement to make clear that, in addition to providing the Aggrieved
4 Employees List to the Settlement Administrator, Defendant will provide the Settlement
5 Administrator with Defendant's payroll records, which the Settlement Administrator will use to
6 calculate the Compensable Pay Periods worked by each Aggrieved Employee during the period
7 September 6, 2022 through December 28, 2024.⁷ The Settlement Administrator will then
8 provide the Parties with the total Compensable Pay Periods for the period September 6, 2022
9 through December 28, 2024, and, if the Compensable Pay Periods count for that time period
10 exceeds 24,750 Compensable Pay Periods, the Settlement Administrator will also provide the
11 Parties with the date upon which 24,750 Compensable Pay Periods is reached.⁸ Defendant shall
12 then have three (3) business days to make its election of whether (a) the Total Settlement
13 Amount will increase by the percentage that the actual number of Compensable Pay Periods
14 during the period September 6, 2022 through December 28, 2024 exceeds 24,750 Compensable
15 Pay Periods, in which case the end date of the PAGA Period will remain December 28, 2024 or
16 (b) the Total Settlement Amount will not increase and the PAGA Period will end on the date that
17 is earlier than December 28, 2024, when the total Compensable Pay Periods total 24,750
18 ("Alternate End Date").⁹

19 **IV. AMENDED COVER LETTER**

20 The Parties also made changes to the Cover Letter to reflect the changes made to the
21 Original Settlement Agreement, namely to correct the start date of the PAGA Period.¹⁰

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26 ⁷ Amended Settlement Agreement § 7(b); Suppl. LeBlanc-Mansell Decl. ¶ 4.

27 ⁸ *Ibid.*

28 ⁹ *Ibid.*

¹⁰ Suppl. LeBlanc-Mansell Decl. ¶ 5.

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2 **V. CONCLUSION**

3 Based on the foregoing, Plaintiff respectfully requests that the Court grant approval of the
4 Amended Settlement Agreement and the Motion for Approval, in their entirety.

5 Respectfully,

6 Dated: April 10, 2025

LAWYERS for JUSTICE, PC

7 By:



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Melissa LeBlanc-Mansell
9 Attorneys for Plaintiff