

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Joel M. Gordon (SBN 276490)
jgordon@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

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

RUDY HERNANDEZ, as an individual and on
behalf of all others similarly situated,
Plaintiff,

vs.

ABLE SHEET METAL, INC., a California
corporation; and DOES 1 through 100,
Defendants.

Case No. 23STCV26056

*[Assigned to the Hon. Laura A. Seigle,
Dept. 17]*

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

Date: May 21, 2025
Time: 9:00 a.m.
Dept.: 17

Complaint filed: October 24, 2023
Trial Date: None Set

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I, SEAN M. BLAKELY, declare as follows:

1. I am a Partner at the Haines Law Group, APC, and counsel for the named Plaintiff Rudy Hernandez (“Plaintiff”) and the Aggrieved Employees 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 2008 graduate of Southwestern Law School. I was admitted to the California State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein & Marias, I assisted trial attorneys in employment and personal injury cases. From September 2011 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused on representing employees in wage and hour class actions. My work at Mahoney Law Group, APC also included representing employees in individual claims for wrongful termination, harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I performed at Mahoney Law Group, APC included: conducting client intakes; performing pre-filing research and analysis; drafting complaints; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; preparing for and taking and defending depositions; analyzing payroll and timekeeping records and employee handbooks; opposing motions for summary judgment, as well as drafting a variety of other motions such as motions for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to quash, and motions for class certification; drafting mediation briefs; attending mediations; drafting and negotiating long-form settlement agreements; drafting motions for preliminary and final settlement approval; and overseeing the notice process.

3. Since November 8, 2016, I have worked at my current firm, Haines Law Group, APC, where, in 2020, I became a Partner. I am currently responsible for managing a caseload of over fifty (50) active wage and hour class and PAGA actions in both state and federal court.

4. The following is a non-exhaustive list of wage and hour class actions in which I have been appointed as class counsel and/or played a significant role in prosecuting the litigation, and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding (granted final approval of settlement on behalf of employees at rehabilitation facility involving claims for unpaid wages and meal and rest period violations, and other claims, in which I was approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of settlement on behalf of healthcare workers for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security, Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving claims for unpaid overtime, meal and rest period violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court, Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement on behalf of home health care employees involving claims for unpaid wages and other claims, in which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v. Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf of construction workers involving claims for unpaid wages, meal and rest period violation, and other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior

1 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of
2 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
3 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
4 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
5 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
6 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
7 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
8 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
9 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
10 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
11 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
12 Highberger presiding (granting final approval of settlement involving claims for wage statement
13 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
14 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
15 presiding (granting final approval of settlement on behalf of direct support professionals
16 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
17 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
18 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
19 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
20 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
21 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
22 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
23 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
24 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
25 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
26 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
27 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
28 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of

1 settlement involving claims for unpaid overtime and minimum wages, rest period violations,
2 wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case
3 No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn
4 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
5 employees involving claims for unpaid minimum and overtime wages, meal and rest period
6 violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior
7 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
8 settlement on behalf of non-exempt direct support professionals involving claims for meal and
9 rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319,
10 California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final
11 approval of settlement on behalf of non-exempt commissioned salespersons involving claims for
12 unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary
13 expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior
14 Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of
15 settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages,
16 meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case
17 No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William
18 D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees
19 involving claims for unpaid overtime wages, meal and rest period violations, and other claims);
20 *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-
21 2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders
22 presiding (granting final approval of settlement on behalf of non-exempt garment employees
23 involving claims for unpaid minimum wages, meal and rest period violations, and other claims);
24 *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC,
25 California Superior Court, Orange County, Judge William D. Claster presiding (granting final
26 approval of settlement on behalf of non-exempt manufacturing employees involving claims for
27 unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties);
28 *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los

1 Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf
2 of non-exempt commissioned salespersons and other employees involving claims for unpaid
3 wages, meal and rest period violations, unreimbursed business expenses, and other claims);
4 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
5 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
6 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
7 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
8 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
9 presiding (granting final approval of settlement on behalf of sales development representatives
10 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
11 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
12 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
13 of non-exempt employees involving claims for meal and rest period violations, and other claims);
14 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
15 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
16 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
17 wages, meal and rest period violations, other claims); *Julio Alfaro v. Orange Automotive d/b/a*
18 *Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court, Orange
19 County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf of non-
20 exempt commissioned employees involving claims for unpaid wages, meal and rest period
21 violations, unreimbursed business expenses, and penalty claims); *Sepulveda, et al. v. Caliber*
22 *Collision Transport Service LLC, et al.*, Case No. BC669786, California Superior Court, Los
23 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
24 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
25 violations, and penalty claims); *Mariela Cruz v. Traina Dried Fruit, Inc.*, Case No. 9000819,
26 California Superior Court, Stanislaus County, Judge Marie Sovey Silveira presiding (granting
27 final approval of settlement on behalf of non-exempt employees involving claims for unpaid
28 wages, meal and rest period violations, and penalty claims); *Joshua Anthony v. Semper Solaris*

1 *Construction Inc.*, Case No. 37-2018-00035320-CU-OE-CTL, California Superior Court, San
2 Diego County, Judge Gregory W. Pollack presiding (granting final approval of settlement on
3 behalf of non-exempt employees involving claims for overtime wages, wage statement penalties,
4 waiting time penalties, and PAGA civil penalties); *Fabio Gallo v. Coast Composites, LLC*, Case
5 No. 30-2018-01016120-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda
6 Sanders presiding (granting final approval of settlement on behalf of non-exempt employees
7 involving claims for wage statement violations and PAGA civil penalties); *Maria Jessenia*
8 *Gomez, et al. v. CareMeridian, LLC*, Case No. BC655730, California Superior Court, Los
9 Angeles County, Judge William F. Highberger presiding (granting final approval of settlement
10 on behalf of non-exempt nursing employees involving claims for meal and rest period violations,
11 minimum and overtime violations, and penalty claims); *Alfredo Villarreal v. Spenuzza, Inc.*, Case
12 No. RIC1902836, California Superior Court, Riverside County, Judge Sunshine S. Sykes
13 presiding (granting final approval of settlement on behalf of non-exempt manufacturing
14 employees involving claims for unpaid wages, meal and rest period violations, and various
15 penalty claims); *Rosalie A. Wayman v. San Fernando Valley Automotive, LLC, et al.*, Case No.
16 19STCV35904, California Superior Court, Los Angeles County, Judge Maren E. Nelson
17 presiding (granting final approval of settlement on behalf of commission-based employees
18 involving claims for unpaid minimum wages, meal and rest period violations, and penalty claims);
19 *Danielle Bradley Queen, et al. v. Unlimited Quest, Inc.*, Case No. CIVDS1716151, California
20 Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of
21 settlement on behalf of non-exempt Direct Support Professionals and Program Supervisors
22 involving claims for rest period violations, unpaid wages, failure to reimburse for necessary
23 business expenditures, wage statement violations, and other penalty claims); *Fabian Santana, et*
24 *al. v. A.M. Cabinets, Inc.*, Case No. 19STCV00803, California Superior Court, Los Angeles
25 County, Judge Daniel J. Buckley presiding (granting final approval of settlement on behalf of
26 non-exempt employees involving claims for unpaid wages, meal and rest period violations, wage
27 statement violations, failure to reimburse for necessary business expenditures, and other penalty
28 claims); *Jonathan Reyes-Delcid v. SNS Transportation Services Inc.*, Case No. BC683026, Judge

1 Daniel J. Buckley presiding (granting final approval of settlement on behalf of non-exempt
2 employees involving claims for piece-rate violations, unpaid wages, meal and rest period
3 violations, failure to reimburse for necessary business expenditures, and other penalty claims);
4 *Damien Dana Council v. Professional Courier & Newspaper Distribution, et al.*, Case No.
5 BC715054, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding
6 (granting final approval of settlement on behalf of non-exempt employees involving claims for
7 unpaid wages, meal and rest period violations, and various penalty claims); and *Jose Jimenez v.*
8 *Fenceworks, Inc.*, Case No. 30-2018-01034150-CU-OE-CXC, California Superior Court, Orange
9 County, Judge William D. Claster presiding (granting final approval of settlement on behalf of
10 non-exempt employees involving claims for piece-rate violations, unpaid wages, meal period
11 violations, and various penalty claims).

12 5. I have also moved to certify and have received an order certifying a class action in
13 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
14 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
15 classes of employees for rest period violations, wage statement violations, meal period violations,
16 and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No.
17 16-CV-02749-WQH (BLM), United States District Court, Southern District of California,
18 Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes,
19 wage statement class, and waiting time penalty class).

20 6. In each year from 2018-2023, Thomson Reuters and Los Angeles Magazine
21 recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition
22 of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of
23 attorneys under the age of forty in Southern California each year.

24 7. As counsel for Plaintiff and Aggrieved Employees in this case, I have been
25 intimately involved in every aspect of this case from its inception, and I believe the proposed
26 Settlement is a favorable result for the Aggrieved Employees and the State of California.

27 8. In business since 1946, Defendant Able Sheet Metal (“Able Sheet Metal”)
28 manufactures and distributes metal products for the construction industry.

1 9. On October 24, 2023, Plaintiff filed a class action complaint, alleging violations
2 of the California Labor Code for: (1) minimum wage violations; (2) failure to pay all overtime
3 wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; and
4 (6) unfair competition. That same day, Plaintiff submitted his notification letter to the LWDA and
5 Able Sheet Metal regarding Able Sheet Metal's alleged Labor Code violations and Plaintiff's
6 intent to pursue a PAGA representative action, as required by Labor Code § 2699.3. Attached
7 hereto as **Exhibit 2** is a true and correct copy of the Plaintiff's October 24, 2023 PAGA letter. On
8 December 29, 2023, after exhausting his pre-filing PAGA requirements under Labor Code §
9 2699.3(a)(2)(A), Plaintiff filed the operative First Amended Class and Representative Action
10 Complaint in this Court to add a cause of action for civil penalties under the PAGA. Shortly after
11 Plaintiff's complaint was filed, Able Sheet Metal produced an arbitration agreement containing a
12 class action waiver that Plaintiff signed during his employment with Able Sheet Metal. In light
13 of this arbitration agreement, Plaintiff requested dismissal of his class claims without prejudice,
14 which the Court ordered on February 19, 2025.

15 10. On August 29, 2024, the Parties participated in mediation with Kevin T. Barnes,
16 Esq., a well-respected wage and hour mediator, in an effort to resolve Plaintiff's PAGA claims.
17 Prior to mediation, Able Sheet Metal informally produced information and documents pertaining
18 to Plaintiff and other Aggrieved Employees, including, but not limited to, payroll and timekeeping
19 records for Plaintiff and a representative sample of 25% of Aggrieved Employees during the
20 PAGA Period; several data points including the number of Aggrieved Employees and the number
21 of aggregate pay periods worked by Aggrieved Employees during the PAGA Period; and its
22 employee handbook and other written policies in effect during the PAGA Period, in order for
23 Plaintiff's counsel to investigate Plaintiff's allegations and value the claims prior to mediation.
24 Plaintiff conducted a comprehensive analysis and extrapolation of the data produced by Able
25 Sheet Metal to calculate Able Sheet Metal's potential PAGA exposure.

26 11. During mediation, the Parties vigorously debated Plaintiff's ability to proceed on
27 a representative basis, the legal basis for Plaintiff's claims and Able Sheet Metal's defenses, the
28 potential amount of penalties, and the Parties' data analyses and conclusions based thereon. With

1 the assistance of Mr. Barnes, the Parties agreed to fully and finally resolve Plaintiff's PAGA
2 claim. Over the following months, the Parties negotiated and finalized the Settlement now before
3 the Court.

4 12. A true and correct copy of the fully-executed Settlement Agreement is attached
5 hereto as **Exhibit 1**. The Proposed Notice of PAGA Settlement is attached as **Exhibit A** to the
6 Settlement Agreement. A red-lined version of the LASC Model PAGA Settlement Agreement,
7 showing all modifications that were made in drafting the Settlement Agreement, is attached hereto
8 as **Exhibit 4**. The Settlement provides for a non-reversionary Gross Settlement Amount of
9 \$90,000.00. After deducting amounts for requested attorneys' fees (\$30,000.00), litigation costs
10 (\$9,333.01), Plaintiff's Enhancement Payment (\$5,000.00), and settlement administration costs
11 (\$3,750.00), the Settlement provides for distribution of a Net Settlement Amount of
12 approximately \$41,916.99 to be paid to Aggrieved Employees and the LWDA. The Net
13 Settlement Amount shall be distributed 75% (approximately \$31,437.74) to the LWDA, and 25%
14 (approximately \$10,479.25) to Aggrieved Employees, pursuant to the requirements of the PAGA
15 as codified in Lab. Code § 2699(i). There are approximately 84 Aggrieved Employees, resulting
16 in average payments of approximately \$124.75 to each Aggrieved Employee.

17 13. Although Plaintiff steadfastly maintains his claims are meritorious, Plaintiff
18 acknowledges that there are substantial risks and uncertainty in proceeding to trial. For example,
19 with respect to Plaintiff's claim that Able Sheet Metal utilized a timekeeping policy/practice that
20 resulted in a systematic underpayment of wages, Able Sheet Metal counters that it ended its
21 rounding policies/practices in approximately September 2022, before the beginning of the PAGA
22 Period. Therefore, Able Sheet Metal argues that Plaintiff cannot recover PAGA civil penalties for
23 any alleged rounding as Able Sheet Metal ended its rounding policies/practices prior to the PAGA
24 Period.

25 14. With respect to Plaintiff's meal period claims, Able Sheet Metal counters that it
26 maintained compliant written meal period policies throughout the PAGA Period and provided
27 compliant meal periods in line with those policies. Able Sheet Metal further contends that it has
28 always provided employees with the opportunity to take meal periods and is not required to ensure

1 they are taken. Thus, Able Sheet Metal argues, any non-compliant meal periods are the result of
2 lawful employee choice, rather than any policy and/or practice of Able Sheet Metal. As for second
3 meal periods, Able Sheet Metal asserts many employees choose to waive their second meal
4 periods on shifts over 10.0 hours but less than 12.0 hours, as they may do under Labor Code §
5 512(a), so that they do not need to stay at work for an extra unpaid 30 minutes. Finally, Able
6 Sheet Metal maintains Plaintiff's meal period claim is not suited for representative treatment,
7 since individual inquiries would be needed to assess which employees, if any, took non-compliant
8 or missed meal periods, how many meal periods were non-compliant or missed, the reasons why
9 a particular employee did not take a meal period on a particular shift, and (for second meals)
10 whether they waived the meal period.

11 15. With respect to Plaintiff's rest period claims, Able Sheet Metal contends that it has
12 maintained and enforced compliant written rest period policies/practices throughout the PAGA
13 Period and has always authorized and permitted employees a 10-minute rest period for each four
14 (4) hours worked, or major fraction thereof, as required under the Wage Order, and that any failure
15 to take rest periods was a result of employee choice rather than any Able Sheet Metal policy
16 and/or practice. Able Sheet Metal further argues that Plaintiff's rest period claim is not amenable
17 to representative treatment, since individual inquiries would be required to determine which
18 employees failed to take rest periods, how many rest periods they failed to take, and the reasons
19 why each employee failed to take rest period(s) on a particular shift. These manageability
20 concerns are especially present with respect to rest period claims, Able Sheet Metal argues, given
21 that rest periods are not, and need not, be recorded.

22 16. As a result of Able Sheet Metal's alleged failure to pay all wages and all meal and
23 rest period premiums, Plaintiff alleges derivative PAGA claims for failure to issue accurate and
24 itemized wage statements and failure to pay all wages owed at separation. In response, Able Sheet
25 Metal argues that Plaintiff underlying claims will fail and, as a result, the derivative claims will
26 also fail. Able Sheet Metal also maintains that any "derivative" PAGA claims for violations of
27 Labor Code Sections 226 or 203 would be entirely duplicative and would be unlikely to be
28 awarded in any significant manner by a Court.

1 17. Able Sheet Metal further maintains that even if the Court awarded PAGA penalties
2 for any of the alleged violations, it would substantially reduce the penalties based on the
3 discretionary factors in Labor Code § 2699(e)(2). Indeed, Able Sheet Metal argues, many courts
4 have reduced PAGA penalties drastically where, as here, the employer presented good-faith
5 defenses and attempted to comply with the law.

6 18. Based on data provided by Able Sheet Metal, there were approximately 2,992 pay
7 periods worked by the Aggrieved Employees during the PAGA Period. Therefore, assuming that
8 Plaintiff could prove at least one Labor Code violation in each pay period, Plaintiff calculated
9 Able Sheet Metal's maximum PAGA exposure at \$299,200.00 (2,992 pay periods * \$100 per
10 violation). In light of Able Sheet Metal's arguments and defenses described above, Plaintiff
11 discounted that figure by 35% for a risk of losing on the merits and/or not recovering a PAGA
12 penalty in each and every pay period, and by an additional 50% for risk of the Court reducing
13 penalties, to arrive at a realistic exposure of approximately \$97,240.00. In the face of Able Sheet
14 Metal's defenses on the merits and the Court's discretion to reduce PAGA penalties, Plaintiff felt
15 that the negotiated settlement of \$90,000.00, which represents approximately 92.6% of Plaintiff's
16 reasonably forecasted total recovery, was clearly in the best interests of the LWDA and the
17 Aggrieved Employees and was well within the range of reasonableness.

18 19. The request for administration costs of \$3,750.00 is also fair and reasonable.
19 ILYM Group, Inc. ("ILYM") was selected because it is an experienced settlement administrator
20 and returned a reasonable bid. Moreover, ILYM will perform several important functions that are
21 integral to the implementation of the Settlement. As detailed in the declaration of Anthony
22 Rogers, submitted concurrently with this Motion, ILYM will perform duties in connection with
23 this Settlement that are integral in effectuating the Settlement and the Notice process. Among
24 other things, ILYM will calculate each Individual PAGA Payment, update addresses contained
25 in Able Sheet Metal's data, format and translate the Proposed Notice of PAGA Settlement, and
26 otherwise prepare it for mailing, mail the Notice to the Aggrieved Employees, keep the Parties
27 informed of the status of the mailing, and otherwise administer the Settlement. Its requested fee
28 is therefore reasonable.

1 20. My office is requesting attorneys' fees of one-third of the Gross Settlement
2 Amount (i.e., \$30,000.00). Based on my experience in similar wage and hour class and
3 representative PAGA actions in California state courts, fee awards in matters such as this one
4 generally equal about one-third of the gross recovery. In addition, and as explained below and in
5 the accompanying Motion, the requested fee is fair compensation for undertaking complex, risky,
6 expensive, and time-consuming litigation on a purely contingent basis. This case involved
7 nuanced legal issues, including the legality of Able Sheet Metal's obligations to "provide" meal
8 periods and "authorize and permit" rest periods, as well as the availability and amount of PAGA
9 civil penalties for the alleged Labor Code violations. Given the considerable potential for adverse
10 outcomes in this case, the contingent risk borne by Plaintiff's counsel was great. Thus, the
11 requested fee award is fair, reasonable and adequate and should be approved.

12 21. Since undertaking representation of Plaintiff, my office has dedicated substantial
13 resources to this litigation without receiving any compensation to date. My office is requesting
14 reimbursement of \$9,333.01 in total litigation costs, which includes an anticipated cost of \$79.70
15 for the filing and service of the instant Motion. A detailed line-item report of the costs incurred
16 by my office in connection with this case is attached hereto as **Exhibit 3**. These costs include
17 filing fees, copying costs, mediation fees, and other expenses that were all reasonably incurred in
18 the prosecution of this litigation on behalf of Plaintiff and the Aggrieved Employees.

19 22. In this case, Plaintiff's counsel has a lodestar of approximately \$116,400.00
20 without the use of any multiplier, resulting in a *negative* multiplier compared to the \$30,000.00
21 fee request. A general summary showing the number of hours of work performed by each attorney
22 and paralegals is set forth below. Plaintiff's counsel submits that the billing rates used are
23 reasonable in view of the market rates and the rates at which Plaintiff's counsel has been approved
24 at in other courts.

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Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$925	7.1	\$6,567.50
Sean M. Blakely (16th Year Attorney)	\$825	59.2	\$48,840.00
Joel M. Gordon (10th Year Attorney)	\$725	77.9	\$56,477.50
Firm Paralegals	\$175	25.8	\$4,515.00
Total Lodestar			\$116,400.00

23. Plaintiff's counsel submits that the billing rates used are reasonable in view of the market rates and the rates at which Plaintiff's counsel has been approved at in other courts. My firm works exclusively on a contingency fee basis. Mr. Haines' proposed hourly rate of \$925, my proposed hourly rate of \$825, and Mr. Gordon's proposed hourly rate of \$725 are reasonable in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 5**.

24. I believe the requested \$5,000.00 Enhancement Payment to Plaintiff is reasonable given Plaintiff's efforts in this case and the risks he undertook on behalf of Aggrieved Employees. Plaintiff provided substantial factual information and documents to counsel, and participated in numerous discussions with Plaintiff's counsel regarding the case. Accordingly, I believe Plaintiff's requested Enhancement Payment is reasonable and should be approved.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on April 2, 2025, at El Segundo, California.


Sean M. Blakely

EXHIBIT 1

PAGA SETTLEMENT AGREEMENTⁱ

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Rudy Hernandez (“Plaintiff”) and Defendant Able Sheet Metal, Inc. (“Defendant” or “Able Sheet Metal”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Rudy Hernandez v. Able Sheet Metal, Inc.*, Case No 23STCV26056 initiated on October 24, 2023, and pending in Superior Court of the State of California, County of Los Angeles, and as set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency (“LWDA Letter”) dated October 24, 2023.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” consist of all current and former non-exempt employees who worked for Able Sheet Metal within the state of California at any time from October 24, 2022 through the date of the Court Order granting approval of the PAGA Settlement. (the “PAGA Period”).
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Able Sheet Metal’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Jonathan Fraser Light, Jaime N. Stein, and Brier Miron Setlur of LightGabler LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final on the day the Court enters Judgment.

- 1.10. “Gross Settlement Amount” is the non-revisionary sum Ninety Thousand Dollars and Zero Cents (\$90,000.00) which represent the total amount payable under this Settlement Agreement by Able Sheet Metal (subject to the Escalator Clause described below), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, payment of Plaintiff’s enhancement payment, and payment to the Settlement Administrator for administration costs.
- 1.11. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.12. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.15. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiff’s attorneys’ fees up to one third of the Gross Settlement Amount; (b) Plaintiff’s litigation costs up to \$20,000.00; (c) Plaintiff’s enhancement payment up to \$5,000.00; and (d) settlement administration costs up to \$3,750.00.
- 1.16. “PAGA Counsel” means Paul K. Haines, Sean M. Blakely, and Joel M. Gordon, the attorneys representing the Plaintiff in the Action.
- 1.17. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Able Sheet Metal for at least one day during the PAGA Period.
- 1.19. “PAGA Period” means the period from October 24, 2022 through the date of the Court Order granting approval of the PAGA Settlement..ⁱⁱ
- 1.20. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. “PAGA Notice” means Plaintiff’s PAGA letter to Able Sheet Metal and the LWDA, LWDA Case No. LWDA-CM-989653-23, providing notice pursuant to Labor Code section 2699.3, subd.(a).

- 1.22. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.23. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.24. "Released Parties" means: Able Sheet Metal and each of its former and present directors, officers, shareholders, owners, partners, managers, employees, attorneys, insurers, predecessors, successors, subsidiaries, agents, representatives, and any entity or person who could be deemed a joint employer with Able Sheet Metal.
- 1.25. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On October 24, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Able Sheet Metal for violations of the Labor Code on a class-wide basis. On December 29, 2023, Plaintiff filed a First Amended Complaint to add a cause of action pursuant to the Private Attorneys General Act, California Labor Code § 2698, *et seq.* The First Amended Complaint is the Operative Complaint in the Action. Pursuant to this settlement, Plaintiff shall file a request for dismissal of the class claims alleged in the Operative Complaint. Following the granting of Plaintiff's request for dismissal of his class claims, Plaintiff will file his Motion for Approval of this settlement. Able Sheet Metal denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Able Sheet Metal and the LWDA by sending the PAGA Notice on October 24, 2023.
- 2.3. During his employment with Able Sheet Metal, Plaintiff signed an arbitration agreement wherein Plaintiff agree to bring any employment claims, including wage and hour claims, in binding arbitration and on an individual basis and not as a class action. Therefore, Able Sheet Metal argued that Plaintiff cannot bring a class action claim and that the class claims asserted in the Action must be dismissed.
- 2.4. On August 29, 2024, the Parties participated in an all-day mediation presided over by Kevin T. Barnes, Esq.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, a class list with putative class members' hire dates, termination dates, rates of pay, and other information propounded by Able Sheet Metal. Plaintiff also obtained a random sampling of timekeeping and payroll data for approximately 25% of the Aggrieved Employees propounded by Able Sheet Metal, including actual and rounded time-punches. Plaintiff also obtained relevant wage and hour policies, and other relevant data and information.

- 2.6. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Able Sheet Metal promises to pay \$90,000 as the non-reversionary Gross Settlement Amount. Able Sheet Metal has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. ⁱⁱⁱ The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Able Sheet Metal.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third of the Gross Settlement Amount, which is currently estimated to be \$30,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Able Sheet Metal will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Able Sheet Metal harmless, and indemnifies Able Sheet Metal, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$3,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$3,750.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. Plaintiff's Representative Enhancement Payment: A representative enhancement payment of \$5,000.00 to acknowledge the Plaintiff's time, effort, and significant risks undertaken, including providing substantial factual information, documents, and

active participation in this class action litigation.

3.2.4. To the LWDA and Aggrieved Employees: One hundred percent (100%) of the Net Settlement Amount shall be designated as “civil penalties” and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid as Individual PAGA Payments to all Aggrieved Employees pro rata, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Able Sheet Metal estimates there are 84 Aggrieved Employees who worked a total 2,992 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within fourteen (14) business days after the Effective Date, Able Sheet Metal will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Able Sheet Metal has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Able Sheet Metal must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Able Sheet Metal shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 business days after Able Sheet Metal funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. Along with the checks, the Settlement Administrator will send copies the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in both English and Spanish. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. RELEASES OF CLAIMS. Effective on the date when Able Sheet Metal fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice

(“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

- 5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: 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.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for attorney’s fees or costs incurred in connection with the Action and the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff’s Responsibilities.

- 6.1.1. Dismissal of Class Claims. Plaintiff shall file a request for dismissal of his class claims in the Operative Complaint prior to filing his Motion for Approval of this settlement.
- 6.1.2. Motion for Approval. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to

its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Able Sheet Metal estimated that, as of the date of the mediation, (1) there were 84 Aggrieved Employees who worked 2,992 Pay Periods from October 24, 2022 through August 29, 2024..^{iv} Should the actual number of pay periods during this period (October 24, 2022 through August 29, 2024) increase beyond 10%, Able Sheet Metals shall increase the Gross Settlement Amount by the percentage increase in the number of PAGA pay periods above 10% (e.g. if the number of PAGA pay periods increases by 11%, the Gross Settlement Amount will increase by 1%).

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Able Sheet Metal that any of the allegations in the Operative Complaint have merit or that Able Sheet Metal has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Able Sheet Metal’s defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Able Sheet Metal reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Able Sheet Metal’s defenses. The Settlement, this Agreement and Parties’ willingness to settle the Action will have no

bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Able Sheet Metal, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Able Sheet Metal nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and

preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Able Sheet Metal in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Able Sheet Metal unless, prior to the Administrator's payment of all Settlement Funds, Able Sheet Metal makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:
- To Plaintiff: Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90205
- To Defendant: LightGabler LLP
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010
- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any

executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

DATED: February 8, 2025

PLAINTIFF

By: 
Rudy Sebastian Hernandez (Feb 8, 2025 21:19 PST)
Rudy Hernandez

DATED: February 11, 2025

ABLE SHEET METAL

By: 
Gurgun Tovmasyan
Chief Executive Officer for Able Sheet
Metal, Inc.

DATED: February 10, 2025

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Sean M. Blakely
Joel M. Gordon
Attorneys for Plaintiff
RUDY HERNANDEZ

DATED: February 11, 2025

LIGHTGABLER LLP

By: 
Jonathan Fraser Light
Jamie N. Stein
Brier Miron Setlur
Attorneys for Defendant
ABLE SHEET METAL, INC.

ⁱThis Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ⁱⁱⁱ The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{iv} Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated number of Aggrieved Employees or Pay Periods exceeds XYZ's estimates.

EXHIBIT A

Re: **Rudy Hernandez v. Able Sheet Metal, Inc.**
Superior Court of California for the County of Los Angeles; Case No. 23STCV26056

Date: [REDACTED]/[REDACTED]/2025

SIMID
Name
Address

Dear Name:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Rudy Hernandez v. Able Sheet Metal, Inc.*, Case No 23STCV26056, pending in the Superior Court of the State of California for the County of Los Angeles (the “Action”).

The Action was filed against Able Sheet Metal, Inc. (“Able Sheet Metal”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Rudy Hernandez (“Plaintiff”), a former employee of Able Sheet Metal, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Able Sheet Metal owed civil penalties under PAGA for alleged violations of the California Labor Code. Able Sheet Metal strongly denies these allegations and contends that it complied with all applicable laws. The Court has made no determination whether Able Sheet Metal or Plaintiff is correct on the merits. In the meantime, the parties have reached a settlement of Plaintiff’s claims, rather than continuing the expensive and time-consuming process of litigation. On [DATE], the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Able Sheet Metal who were allegedly affected by the alleged violations of the Labor Code. Your payment is based on the proportionate number of pay periods you worked for Able Sheet Metal in California from October 24, 2022 until [DATE] (the “PAGA Period”). Based on Able Sheet Metal’s records, you worked [Number] **pay periods** during the PAGA Period.

In agreeing to this settlement, Able Sheet Metal does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code or any penalties.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Able Sheet Metal, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The Release applies to Able Sheet Metal and its former, present and future officers, directors, employees, and agents. The release includes all claims under the PAGA that were alleged in, or could have been alleged based on the facts alleged in, Plaintiff’s complaint in the Action, including claims for civil penalties under the PAGA based on Able Sheet Metal’s alleged violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1198, and California Industrial Commission Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith, which arose during the PAGA Period.

If you have any questions, you can contact ILYM Group, Inc., the Settlement Administrator, at 1-

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EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

October 24, 2023

VIA LWDA WEBSITE

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

Re: *Rudy Hernandez v. Able Sheet Metal, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Rudy Hernandez (“Mr. Hernandez”) in claims arising from his employment with Able Sheet Metal, Inc.; and Does 1 through 100 (collectively “Able Sheet Metal”). Mr. Hernandez is an “aggrieved employee” as defined by Labor Code Section 2698 *et seq.*, due to Able Sheet Metal’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code Section 2699.3, which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” include all of Able Sheet Metal’s non-exempt employees who worked for Able Sheet Metal in California during the one year immediately preceding the date of this letter through the present.

Able Sheet Metal is in the business of manufacturing and distributing metal products for the construction industry. Able Sheet Metal employed Mr. Hernandez in the non-exempt job position of “Warehouse Worker” (or similarly titled position) in Los Angeles, California. Mr. Hernandez was employed by Able Sheet Metal from approximately November 29, 2021 through the present.

During at least a portion of Mr. Hernandez’s employment with Able Sheet Metal, Able Sheet Metal utilized a timekeeping system which resulted in Mr. Hernandez and other aggrieved employees not being compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. Upon information and belief, this timekeeping system used by Able Sheet Metal recorded hours worked to the minute; however, Able Sheet Metal rounded Mr. Hernandez and other aggrieved employees’ hours, so that over a period of time they were deprived of all minimum and overtime wages. Able Sheet Metal’s timekeeping policies/practices were not even-handed and have resulted in Mr. Hernandez and other aggrieved employees not being compensated for all hours worked.

Able Sheet Metal failed to provide Mr. Hernandez and other aggrieved employees with all legally compliant meal periods due to Able Sheet Metal’s meal period

policies/practices, which have resulted in missed, late (commencing after the fifth hour of work) and short (less than 30 minutes) first meal periods. Furthermore, Mr. Hernandez and other aggrieved employees were not provided a second meal period for worked shifts in excess of 10.0 hours, due to Able Sheet Metal's meal period policies/practices, which failed to provide second meal periods for shifts in excess of 10.0 hours. On those occasions when Mr. Hernandez and other aggrieved employees were not provided with all legally-required meal periods to which they were entitled, Able Sheet Metal failed to compensate Mr. Hernandez 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, Able Sheet Metal maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

Able Sheet Metal has also failed to authorize and permit all required rest periods for Mr. Hernandez and other aggrieved employees. Specifically, Able Sheet Metal has often failed to authorize and permit a 10-minute period of net rest for every four hours worked or major fraction thereof due to work demands imposed by Able Sheet Metal. On those occasions when Mr. Hernandez and other aggrieved employees were not authorized and permitted all legally required rest periods to which they were entitled, Able Sheet Metal failed to compensate Mr. Hernandez and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Able Sheet Metal maintained no payroll code for paying rest period premiums under Labor Code § 226.7.

As a result of Able Sheet Metal's failure to compensate Mr. Hernandez and other aggrieved employees for all minimum wages, overtime wages, and all meal and rest period premium wages, Able Sheet Metal maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements.

As described above, Able Sheet Metal committed the following violations of the Labor Code, and Industrial Welfare Commission Wage Order 1 ("Wage Order 1"):

Minimum Wage Violations

Able Sheet Metal was required to pay Mr. Hernandez and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order 1, § 4. As alleged above, Able Sheet Metal failed to conform its pay practices to the requirements of the law by failing to pay Mr. Hernandez and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Able Sheet Metal and/or suffered or permitted to work under the California Labor Code and Wage Order 1. As a result of these policies/practices, which fail to compensate for all hours worked, Mr. Hernandez and other aggrieved employees were deprived of all required minimum wages.

Overtime Wage Violations

Able Sheet Metal was required to pay Mr. Hernandez and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; Wage Order 1, § 3. According to Labor Code § 510(a), “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” As alleged above, Able Sheet Metal caused Mr. Hernandez and other aggrieved employees to work overtime hours but did not compensate Mr. Hernandez and other aggrieved employees with one and one-half times their regular rate of pay for such hours. As a result of these policies/practices, Mr. Hernandez and other aggrieved employees were not compensated for all overtime and double-time wages.

Meal Period Violations

As alleged above, Able Sheet Metal failed to provide Mr. Hernandez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 1, § 11. As a result, Mr. Hernandez 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 alleged above, Able Sheet Metal also failed to authorize and permit Mr. Hernandez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 1, § 12. As a result, Mr. Hernandez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable 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 period is not provided.”)

Wage Statement Violations

Able Sheet Metal was required to furnish Mr. Hernandez and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 1, § 7. As a result of Able Sheet Metal's failure to pay all overtime, minimum, and double-time wages, and failure to pay all required meal and rest period premium wages, Able Sheet Metal maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Hernandez and other aggrieved employees in violation of Labor Code § 226. Able Sheet Metal's failure to comply with its wage statement obligations was knowing and intentional, and Mr. Hernandez and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Able Sheet Metal failed to timely pay other aggrieved employees all of their final wages at the time of separation, which included all overtime, double-time, and minimum wages as well as all meal and rest period premium wages. Pursuant to Labor Code § 203, Able Sheet Metal's failure to pay all final wages due to other aggrieved employees was willful and, consequently, entitles other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Able Sheet Metal failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Mr. Hernandez will initiate a civil action on behalf of himself and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Hernandez's own investigation, and on information and belief, Able Sheet Metal committed and continues to commit the following Labor Code violations:

- a. Able Sheet Metal violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Hernandez and other aggrieved employees the statutory minimum wage for all hours worked;
- b. Able Sheet Metal violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Hernandez and other aggrieved employees all overtime compensation earned;
- c. Able Sheet Metal violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Hernandez and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

- d. Able Sheet Metal violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Hernandez and other aggrieved employees all required rest periods and failing to pay rest period premiums to Mr. Hernandez and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Able Sheet Metal violated Labor Code § 226 by failing to furnish Mr. Hernandez and other aggrieved employees with accurate and compliant itemized wage statements;
- f. Able Sheet Metal violated Labor Code §§ 201, 202, and 203 by failing to timely pay all final wages due to aggrieved employees;
- g. Able Sheet Metal violated Labor Code § 204 by failing to pay Mr. Hernandez and other aggrieved employees all wages earned at least twice during each calendar month; and
- h. Able Sheet Metal violated Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Hernandez and other aggrieved employees.

Pursuant to Labor Code Section § 2699.3(a)(2)(A), please notify us and Able Sheet Metal 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



Paul K. Haines

cc: Able Sheet Metal, Inc. (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 10/25/2023

HAINES LAW GROUP:

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

9214 8901 9403 8335 2411 25

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

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 10/24/2023

ORIGINAL INTENDED RECIPIENT:

ABLE SHEET METAL INC

C/O: RODNEY T LEWIN ESQ

8665 WILSHIRE BLVD STE 210

BEVERLY HILLS CA 90211-2931

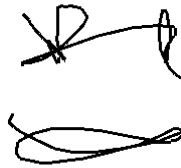
Mailer: Haines Law Group

Date Produced: 10/27/2023

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8335 2411 25. Our records indicate that this item was delivered on 10/26/2023 at 10:19 a.m. in BEVERLY HILLS, CA 90211. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

**8665 WILSHIRE BLVD STE
210, BEVERLY HILLS, CA
90211**

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:

ABLE SHEET METAL INC
C/O: RODNEY T LEWIN ESQ
STE 210
8665 WILSHIRE BLVD
BEVERLY HILLS CA 90211-2931

Customer Reference Number: C4557605.27256894

EXHIBIT 3

April 1, 2025

Rudy Hernandez

Additional Charges :

		<u>Qty/Price</u>	<u>Amount</u>
10/24/2023	IDLC First legal's filing fee for: Complaint, Civil case cover sheet, Summons. Direct E-filing Order #: 5489788 Base charge + Additional charges + Adv/wit ck + Check charge	1 1,506.10	1,506.10
10/25/2023	GB Filing fee for: LWDA. Order #: ORD-000257259	1 75.00	75.00
10/31/2023	ALL Postage for October, 2023.	1 21.78	21.78
	IDLC First legal's filing fee for: Notice of posting of jury fees Direct E-filing Order #: 5497716 Base charge + Additional charges + Adv/wit ck + Check charge	1 169.70	169.70
	ALL Copying cost for October, 2023.	23 0.25	5.75
11/7/2023	IDLC First legal's service fee for: Summons and complaint Process- 3 days Order #: 5505539 Base charge + PDF/Ship + Fuel charge	1 130.28	130.28
11/9/2023	IDLC First legal's filing fee for: Proof of service by substituted service Direct E-filing Order #: 5509386 Base charge + Additional charges	1 13.70	13.70
11/14/2023	IDLC First legal's Filing fee for: Proof of service (Not summons and complaint) Direct E-filing Order #: 5513970 Base charge + Additional charges	1 13.70	13.70

4/1/2025

			<u>Qty/Price</u>	<u>Amount</u>
11/30/2023	ALL	Postage for November, 2023.	1 1.11	1.11
	ALL	Copying cost for November, 2023.	13 0.25	3.25
12/29/2023	IDLC	First legal's service fee for: Amended complaint Order #: 5563846 E-Service *No base charge* PDF/Ship	1 4.50	4.50
	IDLC	First legal's Filing fee for: Amended complaint Order #: 5563833 Direct E-filing Base charge + Additional charges	1 13.70	13.70
1/31/2024	ALL	Westlaw cost for January, 2024.	1 81.19	81.19
2/29/2024	ALL	Westlaw cost for February, 2024.	1 2.90	2.90
3/1/2024	ALL	First Legal's filing fee for: Joint Stipulation to Continue Initial Status Conference; [Proposed] Order; Proof of Service (not Summons and Complaint); Joint Stipulation to Continue Initial Status Conference; [Proposed Order. Order #: 5638157 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 36.95	36.95
3/4/2024	ALL	First Legal's filing fee for: Notice of Continuance Order #: 5639335 Direct E-filing Base charge + Additional charges	1 16.15	16.15
3/31/2024	ALL	Postage for March, 2024.	1 0.88	0.88
	ALL	Copying cost for March, 2024.	22 0.25	5.50
4/1/2024	ALL	Kevin T. Barnes mediation fee for August 29, 2024 mediation. Invoice ID: 2024-142-KB	1 6,250.00	6,250.00
4/30/2024	ALL	FedEx Cost for April 2024.	1 9.20	9.20

4/1/2025

			<u>Qty/Price</u>	<u>Amount</u>
5/6/2024	ALL	Case Anywhere service fee for 2/21/24-4/30/24 Invoice #: 326262	1 132.66	132.66
5/9/2024	ALL	First legal's filing fee for: Joint S;Proof of Service (not Summons and Complaint);Joint Stipulation to Continue Initial Status Conference in Light of Scheduled Mediation; [Proposed] Order. Order #: 5726663 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 36.95	36.95
8/1/2024	ML	Case Anywhere Fee for 5/1/24-7/31/24 Invoice #: 337282	1 159.00	159.00
9/20/2024	IDLC	First legal's filing fee for: Joint Notice of Settlement and Stipulation to Continue September 30, 2024 Initial Status Conference; [Proposed] Order;Proof of Service (not Summons and Complaint);Joint Notice of Settlement and Stipulation to Continue September 30, 2024 Initial Status Conference; [Proposed] Order. Order #: 5894480 Direct E-filing Base charge + Additional charges + Adv/wit ck + Check charge	1 36.95	36.95
10/2/2024	VG	First Legal's filing fee for: Notice of Ruling Direct E-Filing Base Charge + Additional Charges Order #: 5909828	1 16.15	16.15
11/5/2024	ML	Case Anywhere service fee for 8/1/2024-10/31/2024 Invoice #: 348812	1 165.00	165.00
12/4/2024	VG	One Legal's Filing fee for: Stipulation and Order,Stipulation and Order,Proof of Service (not Summons and Complaint) Order #: 24263097	1 43.06	43.06
2/3/2025	ML	Case Anywhere service fee for 11/1/24-1/31/25 Invoice #: 360596	1 159.00	159.00
2/18/2025	ML	First Legal's Filing fee for Request for Dismissal;Declaration of Joel M. Gordon in Support of Plaintiff's Request for Dismissal of Class Claims Without Prejudice;Proposed Order Granting Request for Dismissal of Class Claims Without Prejudice;Proof of Service (not Summons and Complaint);Declaration of Joel M. Gordon in Support of Plaintiff's Request for Dismissal of Class Claims Without Prejudice	1 18.70	18.70

4/1/2025

		<u>Qty/Price</u>	<u>Amount</u>
	Order #: 17115378		
2/21/2025 ML	First legal's Filing fee for Proof of Service (not Summons and Complaint);Joint Stipulation to Continue March 3, 2025 Status Conference Re: Settlement; [Proposed] Order;Joint Stipulation to Continue March 3, 2025 Status Conference Re: Settlement; [Proposed] Order	1 39.50	39.50
	Order #: 17121069		
3/5/2025 ML	Case Anywhere service fee for 2/1/2025-2/28/2025	1 85.00	85.00
	Invoice #: 371239		
	Total additional charges		<u>\$9,253.31</u>
	Balance due		<u><u>\$9,253.31</u></u>

EXHIBIT 4

~~MODEL~~ PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between ~~plaintiff~~ Plaintiff
~~_____ Rudy Hernandez~~ ("Plaintiff") and ~~defendant XYZ~~ _____
~~("XYZ") Defendant Able Sheet Metal, Inc. ("Defendant" or "Able Sheet Metal")~~. The
Agreement refers to Plaintiff and ~~XYZ Defendant~~ collectively as "Parties," or individually as
"Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against
~~XYZ Defendant~~ captioned ~~_____ Rudy Hernandez v. Able Sheet~~
~~Metal, Inc., Case No 23STCV26056~~ initiated on ~~_____ October 24, 2023~~, and pending
in Superior Court of the State of California, County of Los Angeles, ~~and as set forth in~~
~~Plaintiff's correspondence to the California Labor and Workforce Development~~
~~Agency ("LWDA Letter") dated October 24, 2023.~~

1.2. "Administrator" means ~~_____ ILYM Group, Inc.~~, the neutral
entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid
from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
accordance with the Administrator's "not to exceed" bid submitted to the Court in
connection with approval of this Settlement.

1.4. "Aggrieved Employee" means ~~[e.g., a person employed by XYZ in California~~
~~Employees" consist of all current and classified as a _____ former non-exempt~~
~~employees who worked for XYZ during Able Sheet Metal within the state of~~
~~California at any time from October 24, 2022 through the date of the Court Order~~
~~granting approval of the PAGA Settlement. (the "PAGA Period").~~

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in
~~XYZ's Able Sheet Metal's~~ possession including the Aggrieved Employee's name,
last-known mailing address, Social Security number, and number of PAGA Pay
Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and
search for current Aggrieved Employee mailing addresses using all reasonably available
sources, methods and means including, but not limited to, the National Change of
Address database, skip traces, and direct contact by the Administrator with Aggrieved
Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defense Counsel" means ~~_____ Jonathan Fraser Light, Jaime N. Stein, and Brier Miron Setlur of~~
~~LightGabler LLP.~~

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Style Definition: Title

Style Definition: List Paragraph

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1.9. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final ~~as of the latest of the following occurrences:~~ ~~(a) on~~ the day the Court enters Judgment.

~~1.10. "Gross Settlement Amount" means \$ _____ which is the non-revisionary sum Ninety Thousand Dollars and Zero Cents (\$90,000.00) which represent the total amount XYZ agrees to pay payable under the this Settlement except as provided in Paragraph 9 Agreement by Able Sheet Metal (subject to the Escalator Clause described below. The~~

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1.10. ~~Gross-), including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff's attorneys' fees and costs, payment of Plaintiff's enhancement payment, and payment to the Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment Administrator for administration costs.~~

1.11. "Individual PAGA Payment" means the Aggrieved ~~Employee's~~ Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.13. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.15. ~~"Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.~~

1.15. ~~"PAGA Counsel" means — "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) Plaintiff's attorneys' fees up to one third of the Gross Settlement Amount; (b) Plaintiff's litigation costs up to \$20,000.00; (c) Plaintiff's enhancement payment up to \$5,000.00; and (d) settlement administration costs up to \$3,750.00.~~

1.16. "PAGA Counsel" means Paul K. Haines, Sean M. Blakely, and Joel M. Gordon, the attorneys representing the Plaintiff in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for ~~XYZ~~ Able Sheet Metal for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from _____ to _____, October 24, 2022 through the date of the Court Order granting approval of the PAGA Settlement.ⁱⁱ

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

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1.21. "PAGA Notice" means Plaintiff's _____ PAGA letter to XYZ Able Sheet Metal and the LWDA _____ and Plaintiff's _____ letter to XYZ and the LWDA _____ Case No. LWDA-CM-989653-23, providing notice pursuant to Labor Code section 2699.3, subd.(a).

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1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$ _____) and the 75% to LWDA (\$ _____) in settlement of PAGA claims.

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~~1.23. "Plaintiff" means _____, the named plaintiff in the Action.~~

~~1.24.1.22. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.~~

~~1.25.1.23. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.~~

~~1.26.1.24. "Released Parties" means: XYZ Able Sheet Metal and each of its former and present directors, officers, shareholders, owners, members, partners, managers, employees, attorneys, insurers, predecessors, successors, assigns subsidaries, affiliates, agents, representatives, and any entity or person who could be deemed a joint employer with Able Sheet Metal.~~

~~1.27.1.25. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.~~

~~1.28. XYZ" means named Defendant _____.~~

2. RECITALS.

2.1. On _____ October 24, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against XYZ Able Sheet Metal for _____ ~~[The Complaint is the operative complaint in the Action (the "Operative Complaint.")]~~ ~~violations of the Labor Code on a class-wide basis. On _____~~ ~~December 29, 2023, Plaintiff filed a [e.g., First Amended Complaint] alleging causes to add a cause of action against XYZ for _____.~~ ~~The [e.g., pursuant to the Private Attorneys General Act, California Labor Code § 2698, et seq. The First Amended] Complaint is the operative complaint~~ ~~Complaint is the Operative Complaint in the Action. Pursuant to this settlement, Plaintiff shall file a request for dismissal of the class claims alleged in the Action (the "Operative Complaint.")]. XYZ, Following the granting of Plaintiff's request for dismissal of his class claims, Plaintiff will file his Motion for Approval of this settlement. Able Sheet Metal denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in ~~in~~ the Operative Complaint and denies any and all liability for the causes of action alleged.~~

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to XYZ Able Sheet Metal and the LWDA by sending the PAGA Notice on October 24, 2023.

~~2.3. On _____ (type in additional dates);~~

~~2.3. During his employment with Able Sheet Metal, Plaintiff signed an arbitration agreement wherein Plaintiff agree to bring any employment claims, including wage and hour claims, in binding arbitration and on an individual basis and not as a class action. Therefore, Able Sheet Metal argued that Plaintiff cannot bring a class action claim and that the class claims asserted in the Action must be dismissed.~~

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~~2.4.~~ On August 29, 2024, the Parties participated in an all-day mediation presided over by _____ which led to this Agreement to settle the Action Kevin T. Barnes, Esq.,
~~(describe alternative means of negotiation)~~ _____.

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~~2.4. Prior to mediation negotiating the Settlement, Plaintiff obtained, through~~
~~formal informal discovery,~~ _____.

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~~2.5. Prior to mediation, Plaintiff obtained, through informal discovery, a class list with putative class members' hire dates, termination dates, rates of pay, and other information propounded by Able Sheet Metal. Plaintiff also obtained a random sampling of timekeeping and payroll data for approximately 25% of the Aggrieved Employees propounded by Able Sheet Metal, including actual and rounded time-punches. Plaintiff also obtained relevant wage and hour policies, and other relevant data and information.~~

~~2.5-2.6.~~ The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

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3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, XYZ Able Sheet Metal promises to pay \$ and no more 90,000 as the non-reversionary Gross Settlement Amount. XYZ Able Sheet Metal has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. ⁱⁱⁱ The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZ Able Sheet Metal.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one third of the Gross Settlement Amount, which is currently estimated to be \$ 30,000.00 and PAGA Counsel Litigation Expenses Payment of not more than \$ XYZ 20,000.00. Able Sheet Metal will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds XYZ Able Sheet Metal harmless, and indemnifies XYZ Able Sheet Metal, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$ 3,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$ 3,750.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. Plaintiff's Representative Enhancement Payment: A representative enhancement payment of \$5,000.00 to acknowledge the Plaintiff's time, effort, and significant risks undertaken, including providing substantial factual information, documents, and active participation in this class action litigation.
- 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in One hundred percent (100%) of the amount of

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~~3.2.4. \$_____ to be paid from the Gross Net Settlement Amount, with shall be designated as “civil penalties” and shall be distributed 75% (\$amount) allocated to the LWDA PAGA Payment and 25% (\$_____) allocated to the Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid as Individual PAGA Payments to all Aggrieved Employees pro rata, based on the number of pay periods worked by each Aggrieved Employee during the PAGA Period.~~

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~~3.2.3.1.3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$_____) by the total number of PAGA Period Pay Periods worked~~

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Along with the checks, the Settlement Administrator will send copies the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in both English and Spanish. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement

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4.4.1. Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are ~~returned~~ returned undelivered without USPS forwarding address. Within ~~7~~ days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and ~~annealed~~ canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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

5. **RELEASES OF CLAIMS.** Effective on the date when ~~XYZ~~ Able Sheet Metal fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 **Plaintiff's Release.** Plaintiff and his ~~or her~~ respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences ~~that occurred during the PAGA Period~~, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

~~5.1.1~~ **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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5.1.1 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.

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5.2 Release by Aggrieved Employees:

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All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint ~~and~~ the PAGA Notice.

5.3 Release by PAGA Counsel:

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PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for ~~PAGA Fees~~ attorney's fees or costs incurred in connection with the Action and the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

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6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

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6.1 Plaintiff's Responsibilities.

6.1.1. Dismissal of Class Claims. Plaintiff shall file a request for dismissal of his class claims in the Operative Complaint prior to filing his Motion for Approval of this settlement.

~~6.1~~ 6.1.2. Motion for Approval. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties'

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Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than ~~{30}~~ days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

~~7.1 Selection of Administrator.~~ The Parties have jointly selected
7.1 ILYM Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. Administrators, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES ~~and~~ ESCALATOR CLAUSE~~†~~

Based on its records, ~~XYZ estimates~~ Able Sheet Metal estimated that, as of the date of ~~this Settlement Agreement~~ the mediation, (1) there ~~are~~ were ~~84~~ Aggrieved Employees who worked ~~_____~~ 2,992 Pay Periods ~~from~~ October 24, 2022 through August 29, 2024.^{iv} Should the actual number of pay periods during the this period (October 24, 2022 through August 29, 2024) increase beyond

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10%, Able Sheet Metals shall increase the Gross Settlement Amount by the percentage increase in the number of PAGA Periods pay periods above 10% (e.g. if the number of PAGA pay periods increases by 11%, the Gross Settlement Amount will increase by 1%).

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

9.1 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by XYZ Able Sheet Metal that any of the allegations in the Operative Complaint have merit or that XYZ Able Sheet Metal has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that XYZ's Able Sheet Metal's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, XYZ Able Sheet Metal reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest XYZ's Able Sheet Metal's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and XYZ Able Sheet Metal, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 **Cooperation.** The Parties and their counsel will cooperate with each other and use

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their best efforts, in good faith, to implement the Settlement by, among other things,

10.4 modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, ~~XYZ~~Able Sheet Metal nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

~~10.12~~ Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by ~~XYZ~~Able Sheet Metal in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from ~~XYZ~~Able Sheet Metal unless, prior to the

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Administrator's payment of all

10.12 Settlement Funds. XYZ Able Sheet Metal makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Haines Law Group, APC

To XYZ:

2155 Campus Drive, Suite 180
El Segundo, California 90205

To Defendant: LightGabler LLP
760 Paseo Camarillo, Suite 300
Camarillo, CA 93010

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP

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 _____ For Plaintiff _____ For XYZ

 _____ Counsel For Plaintiff _____ Counsel For XYZ

PLAINTIFF

DATED: February _____, 2025

By: _____
Rudy Hernandez

DATED: February _____, 2025

ABLE SHEET METAL

By: _____
Gurgen Tovmasyan
Chief Executive Officer for Able Sheet
Metal, Inc.

HAINES LAW GROUP, APC

DATED: February _____, 2025

By: _____
Paul K. Haines
Sean M. Blakely
Joel M. Gordon
Attorneys for Plaintiff
RUDY HERNANDEZ

DATED: February _____, 2025

LIGHTGABLER LLP

By: _____
Jonathan Fraser Light
Jamie N. Stein
Brier Miron Setlur
Attorneys for Defendant
ABLE SHEET METAL, INC.

ⁱThis Form PAGA Settlement Agreement has been approved by the Court, the complex litigation judges and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour cases. It was drafted for settlements of single plaintiff PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple Plaintiffs or multiple Defendants. For settlements of wage and hour class actions that include PAGA claims, please use the Form Class Action and PAGA Settlement Agreement and Class Notice.

ⁱⁱ See endnote ii above. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS OR APPLICATIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

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ⁱⁱⁱ The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{iv} Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of the number of Aggrieved Employees or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated number of Aggrieved Employees or Pay Periods exceeds XYZ's estimates.

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EXHIBIT 5

LAFFEY MATRIX

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

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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