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Attorneys for Plaintiff Alexander Davis

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

ALEXANDER DAVIS, individually and on behalf of similarly situated individuals and members of the general public,

Plaintiff,

vs.

JAJ ROOFING DBA CITADEL ROOFING AND SOLAR, a California corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 23CV011004

Honorable Lauri A. Damrell
Department 22

DECLARATION OF ALEXANDRA ROSE IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT, PAGA COUNSEL FEES PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT, PAGA REPRESENTATIVE SERVICE AWARD, AND ADMINISTRATION EXPENSES PAYMENT

Reservation No: A-11004-001
Date: July 11, 2025
Time: 9:00 a.m.
Department: 22

Complaint Filed: November 2, 2023
FAC Filed: December 27, 2023
Trial Date: Not Set

DECLARATION OF ALEXANDRA ROSE

I, Alexandra Rose, declare and state as follows:

1. I am an attorney admitted to practice in all Courts of the State of California. I am a member of Blackstone Law, APC ("PAGA Counsel"), attorneys of record for Plaintiff Alexander Davis ("Plaintiff"). I submit this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Award, and Administration Expenses Payment ("Motion"). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

Procedural History

2. Defendant JAJ Roofing dba Citadel Roofing and Solar ("Defendant") is a one-stop, full-service local solar and roofing contractor that designs, installs, maintains, and repairs roofs, solar energy systems, and energy storage systems, providing service throughout Central, Northern, and Southern California, including Vacaville, Sacramento, Davis, Santa Rosa, Fresno, and Santa Clarita. Defendant employed Plaintiff as an hourly-paid, non-exempt Interconnection Specialist from approximately March 2022 to October 2022.

3. On October 20, 2023, Plaintiff provided written notice by electronic submission to the LWDA and by U.S. Certified Mail to Defendant, pursuant to California Labor Code § 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant ("PAGA Notice"). A true and correct copy of the PAGA Notice is attached hereto as **Exhibit 1**.

4. On November 2, 2023, Plaintiff filed a Class Action Complaint for Damages in the action entitled *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar,* Sacramento County Superior Court Case No. 23CV011004 ("Action"), thereby commencing a putative class action against Defendant.

5. On December 27, 2023, Plaintiff filed a First Amended Class and Representative Action Complaint ("Operative Complaint") in the Action realleging the same claims and adding a cause of action against Defendant seeking civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq*. ("PAGA") for purported failure to pay

overtime wages, failure to pay minimum wages, failure to provide legally-required meal periods, failure to pay required meal period premiums, failure to provide legally-required rest periods, failure to pay required rest period premiums, failure to timely pay wages during employment, failure to pay all wages at time of discharge from employment, failure to provide accurate wage statements, failure to keep complete and accurate payroll records, and failure to reimburse for necessary business-related expenses.

6. On October 17, 2024, Plaintiff and Defendant (together, the "Parties") participated in a formal mediation conducted by Steven J. Rottman, Esq. a neutral and respected mediator with extensive experience in complex wage and hour matters, during which the Parties were able to reach an agreement to resolve the Action in its entirety. For the avoidance of doubt, after the Operative Complaint was filed, it was discovered that Plaintiff signed a valid and enforceable arbitration agreement which waived his right to bring a class action. Accordingly, the scope of the settlement is limited to PAGA claims.

7. On March 27, 2025, the Parties executed the PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 2**.

8. During the course of informal discovery in the Action, PAGA Counsel conducted an intense investigation into the facts of the Action. This included obtaining data, information, and documents relating to the underlying alleged violations, including, but not limited to, Plaintiff's employee file, a sampling of Aggrieved Employees' time and payroll records, relevant wage and hour policies, and Aggrieved Employees' data points so that Plaintiff could assess the number of alleged potential violations and value of the recoverable penalties, as well as evaluate the strengths and weaknesses of his claims.

9. Based on the data, information, and documents received, as well as thorough discussions with Defendant's counsel, PAGA Counsel was able to (i) determine the total number of distinct individuals falling within the definition of "Aggrieved Employees" for the relevant statutory period, (ii) the number of affected pay periods at issue among them, and (iii) construct a damages model that calculated the maximum realistic amount of PAGA penalties that could be levied against

Defendant within the relevant statutory period. Defendant, however, disputed Plaintiff's claims and disputed both the existence of and extent of liability as alleged by Plaintiff, which allowed PAGA Counsel to further assess the strength of Plaintiff's claims. PAGA Counsel's experience in litigating similar representative wage and hour claims, the degree of investigation that was conducted here, and the amount of data, information, and documents that was obtained, was sufficient to determine the potential value of the PAGA claims, and to evaluate the strength of these claims for purposes of settlement.

10. The Parties believe the Settlement Agreement is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that the Settlement Agreement constitutes a compromise of Plaintiff's PAGA claims, and that it is the desire and intention of the Parties to affect a final and complete resolution of the Action.

11. Defendant denies all of the claims in the Action, and does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations upon all legal, procedural, and factual grounds should the Settlement Agreement not become final. The Settlement Agreement reflects a compromise reached to end litigation in the Action. Following significant investigation and extensive settlement negotiations, Plaintiff now seeks approval of the proposed Settlement Agreement, which will resolve all representative claims alleged in the Action.

Notice to the LWDA

12. In accordance with California Labor Code sections 2699 *et. seq*., on March 27, 2025, a copy of the proposed Settlement Agreement was submitted to the LWDA via online submission through the LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 3**.

Summary of the Terms of the Settlement Agreement

13. For purposes of settlement only, the Parties have agreed that the "Aggrieved Employees" shall be defined as "all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period." The "PAGA Period" is the period from October 20, 2022 to December 16, 2024. There are approximately one thousand two hundred fifty-one (1,251) Aggrieved Employees.

14. The Parties have agreed to settle the PAGA claims at issue in the Action for a non-reversionary Gross Settlement Amount of Nine Hundred Ninety-Five Thousand Dollars and Zero Cents ($995,000.00). The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) PAGA Counsel Fees Payment in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $348,250.00 if the Gross Settlement Amount is $995,000.00); (2) PAGA Counsel Litigation Expenses Payment in the amount of Twenty-Seven Thousand Three Hundred Seventy-One Dollars and Forty-Three Cents ($27,371.43); (3) PAGA Representative Service Award in the amount of Five Thousand Dollars and Zero Cents ($5,000.00) to Plaintiff; and (4) Administration Expenses Payment, not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00).

15. After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount will amount to Six Hundred Four Thousand Three Hundred Seventy-Eight Dollars and Fifty-Seven Cents ($604,378.57), of which seventy-five percent (75%), or Four Hundred Fifty-Three Thousand Two Hundred Eighty-Three Dollars and Ninety-Three Cents ($453,283.93), will be paid to the LWDA ("LWDA PAGA Payment"), and twenty-five percent (25%), or One Hundred Fifty-One Thousand Ninety-Four Dollars and Sixty-Four Cents ($151,094.64), will be distributed and paid to Aggrieved Employees on a *pro rata* basis based upon the number of pay periods they each worked for Defendant while classified as a non-exempt and/or hourly-paid employee for at least one day during the PAGA Period ("PAGA Pay Periods"). The average pro rata share of the twenty-five percent (25%) of the Net Settlement Amount ("Individual PAGA Payment") is estimated to be approximately One Hundred Twenty Dollars and Seventy-Eight Cents ($120.78).

16. Within thirty (30) calendar days after the Court's order granting approval of the Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet, containing each Aggrieved Employee's full name, last-known mailing address, Social Security number, and any other information as is necessary for the Administrator to calculate PAGA Pay Periods (collectively, "Aggrieved Employee Data").

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17. Within thirty (30) calendar days after the Effective Date or within seven (7) calendar days after the Administrator provides Defendant's counsel with all information needed for funding the Gross Settlement Amount, including complete payment instructions, whichever is later, Defendant will fully fund the Gross Settlement Amount by transmitting the funds to the Administrator.

18. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will distribute the Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Representative Service Award, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

19. Each Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Administrator to Interdisciplinary Center for Healthy Workplaces at the University of California, Berkeley. The Parties and their counsel have represented that they have no interest in, relationship, financial, or otherwise, with the proposed *cy pres* recipient. A true and correct copy of a declaration from the *cy pres* recipient is attached hereto as **Exhibit 4**.

20. Defendant estimated there were 1,149 Aggrieved Employees who worked a total of 57,345 PAGA Pay Periods as of September 23, 2024. If the actual number of PAGA Pay Periods worked by the Aggrieved Employees during the PAGA Period actually exceeds 57,345 by more than 12.5% (i.e., by more than 7,168 PAGA Pay Periods), then the Gross Settlement Amount will be increased on a pro rata basis equal to the percentage increase in the number of PAGA Pay Periods worked by the Aggrieved Employees above 12.5%.

<u>The Agreement is Fair and Reasonable and Took Into Consideration the Strengths and Weaknesses of Plaintiff's Claims and the Defenses thereto, as well as the Risks and Benefits of the Agreement</u>

21. Here, the Agreement is presumptively fair because: (1) it occurred after counsel for the Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA claims, and the risks of litigating these claims through trial; and (2) it was negotiated at great length and effort by counsel with significant experience in similar complex labor and employment matters.

22. This case and settlement address important employee protections embodied in the California Labor Code. Plaintiff's core allegations are that Defendant systematically violated the California Labor Code by, *inter alia,* failing to properly pay wages for all hours worked, failing to pay overtime at the correct rate, failing to provide compliant meal and rest periods, failing to pay premiums at the correct rate of pay, failing to timely pay wages during employment and upon termination, failing to maintain accurate payroll records, failing to provide accurate wage statements, and failing to reimburse necessary business expenses.

23. Defendant maintained several defenses to Plaintiff's theories of liability, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that it had, and continues to have, compliant employment policies and practices throughout the time period at issue. Defendant denies that it ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under PAGA. Defendant further denied, and continues to deny, that the lawsuit is appropriate for representative treatment for any purpose other than settlement. Defendant also challenged Plaintiff's standing as an aggrieved employee and denied that any of Defendant's other employees whom Plaintiff seeks to represent are aggrieved. Defendant also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory."

24. Even if violations of the California Labor Code occurred, which Defendant denies, Defendant contended that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted.

25. Defendant also contended that, with respect to PAGA claims, the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory, especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

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26. While Plaintiff maintains that his PAGA claims have merit, in reaching the Agreement, Plaintiff and his counsel took into account the strengths and weaknesses of each side's position, and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal. The Agreement achieves a sizeable benefit obtained.

27. As set forth in the Motion, the California Labor Code does not set forth the criteria by which a PAGA settlement is to be evaluated; it is presumed that a reviewing court may take into consideration some of the factors that courts use when reviewing a class action settlement.[1] "[A] PAGA claim asserted on a non-class representative basis...is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of [a class action]." *Casida v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302 at *8 (E.D. Cal. Jan. 25, 2012). However, a discussion of the strengths and weaknesses of each claim, along with an estimate of the total potential recovery is as follows:

i. Unpaid Wages

28. Plaintiff alleges that Defendant failed to compensate Plaintiff and the Aggrieved Employees at their applicable minimum, regular, and overtime rates for their work, and failed to compensate them for all hours that they worked. For example, Plaintiff alleged that Plaintiff and the other Aggrieved Employees had to work off-the-clock, which included, *inter alia*, requiring them to turn on computers and prepare for the workday prior to clocking in and respond to customer calls on solar troubleshooting issues during purported meal periods and after clocking out. Additionally, Plaintiff alleged that Defendant failed to pay overtime compensation at the rate of one and one-half times the regular rate of pay by failing to include all non-discretionary compensation into the regular rate calculation.

29. Defendant denied these claims, arguing that its overtime policies and practices comply with California law. Defendant further contended that its non-exempt employees were responsible for accurately recording their own hours and that it was not aware that any work had been performed off-the-clock. Defendant also argued that its overtime calculations lawfully included all forms of

[1] As this is not a class action, the *Kullar* factors pertaining to the risk of maintaining class action status through trial and the reaction of class members to the proposed settlement are inapplicable.

compensation. Defendant also produced payroll data evidencing overtime paid to its employees.

30. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $5,734,500.[2]

ii. Meal Periods

31. Plaintiff asserted that Defendant failed to provide employees with lawful meal periods. For example, Plaintiff reported that he and the other Aggrieved Employees often were required to clock out before the fifth hour but continue working. Additionally, Plaintiff alleged that throughout the relevant time period, Defendant failed to pay any premiums for meal period violations.

32. Defendant argued that the Aggrieved Employees were permitted, if not encouraged, to take their meal breaks. Defendant also argued that its written meal break policy was lawful and employees' time records reflected that they took lawful meal periods. Moreover, litigating the meal period claims would be inherently difficult as it would need to be proven that compliant meal periods were not provided, but time records would not indicate whether or not a meal period was interrupted. Additionally, Defendant pointed to the fact that many of its employees who frequently worked shifts that did not exceed six hours in length had signed lawful meal period waivers, thereby reducing the alleged violation rate. Indeed, Plaintiff's analysis revealed only a 34.6% violate rate of purported unique meal period violations.

33. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $5,734,500.

iii. Rest Periods

34. Plaintiff argued that Defendant failed to schedule, permit, or authorize compliant rest periods. For example, Plaintiff alleged that Plaintiff and other Aggrieved Employees were routinely not authorized and permitted to receive uninterrupted 10-mintue rest periods during their shifts due to the heavy workload. Here, Plaintiff faced the challenge of having to prove each alleged rest period violation with only testimony from Aggrieved Employees.

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[2] While the California Labor Code provides for $100 for the first violation and up to $250 for each subsequent violation (depending on the underlying violation), Plaintiff used this simple computation of the total number of aggregate pay periods times a $100 penalty for analysis purposes only to account for the argument that the imposition of PAGA penalties is discretionary and courts have the power to reduce or assess penalties based on the specifics of each case.

35. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $5,734,500.

iv. Unreimbursed Business Expenses

36. Plaintiff alleged that Aggrieved Employees incurred necessary business expenses that were never fully reimbursed by Defendant, including the usage of home internet when working from home for work-related purposes.

37. Defendant contended that it had a policy and practice of reimbursing employees for necessary business-related expenses. Defendant further contended that, with respect to the alleged expenses for which Plaintiff and Aggrieved Employees never requested reimbursement from Defendant, it did not know and had no reason to know that alleged business-related expenses had been incurred.

38. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $5,734,500.

v. Derivative Claims

39. As with all derivative claims, success depends on the success of the underlying claims. Here, Plaintiff's claims for inaccurate wage statements, failure to pay all wages due during employment and upon termination, and failure to keep requisite payroll records would only succeed if the underlying claims for failure to pay wages for off-the-clock work, failure to pay overtime, and failure to pay premiums for all meal and rest periods not lawfully provided were successful. Therefore, these claims were subject to the same risks of failure as discussed above.

40. Again, if a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $5,734,500.

vi. Total PAGA Penalties

41. PAGA Counsel considered information obtained through investigations and obtained from Plaintiff and Aggrieved Employees, as well as data provided by Defendant, and created valuation models. Based thereon and assuming that the Court would be satisfied that the PAGA claims were susceptible to being efficiently tried and adjudicated on a representative basis, and that it could be

shown that civil penalties under the California Labor Code are owed of one penalty per pay period during the relevant time period, Defendant's estimated total exposure in theory would exceed several million dollars. However, PAGA Counsel considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed. Based thereon and the application of one penalty per pay period in the relevant time period, the estimated total exposure was $5,734,500. PAGA Counsel then considered the defenses asserted, information and evidence obtained, and circumstances in this case, which posed risks to representative adjudication and monetary recovery. Accordingly, a discount of 60% was applied to account for the risks associated with proving the underlying violations and the cost and delay in recovering the alleged potential penalties (bringing the value of this claim closer to $2,293,800), and a discount of 50% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $1,146,900). In light thereof, the Gross Settlement Amount of $995,000 is a significant settlement.

<u>The Amount in the Settlement Agreement</u>

42. The Net Settlement Amount is currently estimated to be Six Hundred Four Thousand Three Hundred Seventy-Eight Dollars and Fifty-Seven Cents ($604,378.57). After all deductions from the Gross Settlement Amount are made for the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Award, and Administration Expenses Payment, Four Hundred Fifty-Three Thousand Two Hundred Eighty-Three Dollars and Ninety-Three Cents ($453,283.93) (i.e. 75% of the Net Settlement Amount) will go to the LWDA, and One Hundred Fifty-One Thousand Ninety-Four Dollars and Sixty-Four Cents ($151,094.64) (i.e. 25% of the Net Settlement Amount) will go to the Aggrieved Employees, as required by California Labor Code § 2699(i) in effect at the time of Plaintiff's filing in this matter ("civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency . . . and 25 percent to the aggrieved employees."). There is no reason to doubt the fairness of the proposed plan of allocation of the Net Settlement Amount as it fully complies with California Labor Code section 2699(i).

43. The Settlement Agreement is a compromise of highly disputed claims. Plaintiff and his counsel recognize the expense and length of continued proceedings necessary to litigate the matter through trial and any possible appeals. Plaintiff and his counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and his counsel are also aware of the burdens of proof necessary to establish liability, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing Defendant's liability for, and the right to recover, penalties on behalf of Plaintiff, the State of California, and other Aggrieved Employees. Plaintiff and his counsel have also taken into account Defendant's agreement to enter into a settlement that confers significant relief upon the Aggrieved Employees and the State of California. Considering all of the facts in this case, Plaintiff and his counsel have determined that the Agreement represents a fair, adequate, and reasonable resolution of the PAGA claims, and that it is in the best interests of the Aggrieved Employees and the State of California.

44. The result achieved in this case is well within the range of what is considered an acceptable settlement under the circumstances, especially when compared to the settlement of PAGA claims in other cases.

The Agreement was Negotiated by Experienced Counsel

45. In the view of PAGA Counsel, the benefits conferred by the Agreement are eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits provided for by the Agreement.

46. Here, the extent of informal discovery conducted was sufficient to enable PAGA Counsel to evaluate the strength and value of the PAGA claims for purposes of settlement. The settlement negotiations were conducted by highly capable and experienced counsel. PAGA Counsel are respected members of the bar with strong records of vigorous and effective advocacy, and are experienced in handling complex wage and hour class action litigation. Accordingly, PAGA Counsel had sufficient information and experience to act intelligently in negotiating the Agreement.

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The Requested PAGA Counsel Fees Payment are Fair and Reasonable

47. PAGA Counsel's application for attorneys' fees in light of the facts and circumstances surrounding this matter is well-within the range of reasonableness. PAGA Counsel has vigorously litigated this case since it was commenced, with the very real possibility of an unsuccessful outcome and no fee recovery of any kind.

48. In the present case, PAGA Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. PAGA Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for Plaintiff, the Aggrieved Employees, and the State of California. Considering the amount of fees requested, work performed, risks incurred, and experience of PAGA Counsel in handling similar matters, Plaintiff maintains that the requested PAGA Counsel Fees Payment of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $348,250.00) is reasonable and should be awarded.

49. The effectiveness of PAGA Counsel's prosecution of this matter has translated into tangible monetary benefits for the Aggrieved Employees as follows: (1) Aggrieved Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other representative PAGA actions of this type, given the strengths and weaknesses of the case; and (3) significant savings in PAGA Counsel's fees and/or costs that would have only increased significantly had the case progressed through trial and/or appeals.

50. PAGA Counsel is experienced in complex representative and class action wage-and-hour litigation. Blackstone Law, APC ("Blackstone") has been counsel of record on several class and PAGA actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 5**. The attorneys who worked on the Action are all experienced in litigating wage and hour matters as follows:

a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an associate and remained employed there from September 2008 through August 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from employment, corporate, entertainment, and general business litigation matters, though his primary area of expertise was employment, both single plaintiff and representative actions. On the vast majority of those cases, he was the only or primary attorney managing the case and thus obtained extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor and employment intakes; was the primary contact for all clients; took and defended hundreds (if not thousands) of depositions; propounded and responded to all discovery; prepared and opposed all motions and pleadings, including dispositive and certification motions; strategized on all cases; attended all hearings; attended all mediations; coordinated with class action administrators; prepared and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all other intricate facets of litigation. During that time, he represented a wide range of clients from sole proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of the cases he managed were highly publicized, with articles written about them in the Los Angeles Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has regularly honored him as a Southern California Rising Star since 2012. He is currently the managing partner of Blackstone overseeing roughly 500 labor and employment cases, approximately 80% of which include a wage and hour component. The majority of those cases are wage-and-hour putative class actions or representative PAGA actions seeking relief on behalf of thousands of California employees. His billable rate is $1,150, which is well within the prevailing rate for attorneys with his experience in this area of practice in Southern California.

b. Miriam L. Schimmel is a 28-year litigator who joined Blackstone in June 2022, following ten years of working with two well-known plaintiff-side wage and hour law firms in Los Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010, her practice has been devoted almost entirely to employment litigation consisting of wage and hour class actions and representative actions pursuant to PAGA, as well as individual actions based on violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of employers/businesses. On many of those cases, she was the senior lead attorney managing the litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing potential wage and hour and wrongful termination claims for viability; took and defended hundreds of depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions and pleadings, including dispositive and certification motions, as well as settlement approval motions; strategized on all cases; participated in and directed communication with class members; attended hearings; led and participated in mediations; coordinated with class action administrators; prepared and worked with experts; and engaged in all other related aspects of litigation in state, federal, complex, and appellate courts. Her billable rate is $1,050, which is well within the prevailing rate for attorneys with her experience in this area of practice in Southern California.

c. Joana Fang is a highly skilled eight-year lawyer who is part of the team at Blackstone that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate of University of California, Berkeley where she was a double major in Legal Studies and Media Studies. Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour litigation, as well as catastrophic injury complex litigation. She is admitted to the State of California, all federal district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was most recently recognized as a 2025 Southern California Rising Star by Super Lawyers. Her hourly rate of $750 is reasonable based on her education and experience and is in line with the market rate.

d. I joined Blackstone from a highly reputable employment law firm. I graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New England Law | Boston with a Juris Doctor degree in 2019 and the State Bars of New York and New Jersey in 2023. I am additionally licensed in all federal district courts of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. I was admitted to the State Bar of California in December of 2019. My hourly rate of $695 is reasonable based on my education and experience and is in line with the market rate.

e. Jared C. Osborne joined Blackstone also from a highly reputable employment law firm. He graduated from New York University with a Bachelor of Arts degree in 2009 and from University of Southern California Gould School of Law (USC) with a Juris Doctor degree in 2020. While at USC, he was an Executive Senior Editor on the Southern California Law Review and graduated in the top 10% of his class. He was admitted to the State Bar of California in February 2021. Since his admittance, he has worked exclusively as a Plaintiff's side employment attorney handling both individual and class action cases. He was most recently recognized as a 2025 Southern California Rising Star by Super Lawyers. His hourly rate of $650 is reasonable based on his education and experience and is in line with the market rate

51. Blackstone Law, APC has spent approximately 281.10 total hours litigating this matter. To date, our total fees incurred amount to $253,393. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching appliable legal issues; drafting pleadings and the mediation brief; reviewing documents; preparing for and attending mediation; and facilitating the settlement by drafting the settlement documents and documents for obtaining settlement approval. A summary of Blackstone's lodestar for each attorney who worked on this matter is as follows:

Attorney	**Position**	**Hours**	**Rate**	**Total**
Jonathan M. Genish	Managing Partner	45	$1,150	$51,750
Miriam L. Schimmel	Senior Counsel	96.30	$1,050	$101,115
Joana Fang	Senior Associate	73.90	$750	$55,425
Alexandra Rose	Senior Associate	50.40	$695	$35,028
Jared C. Osborne	Associate	15.50	$650	$10,075

52. We expect to spend an additional 10 hours ($10,500) in connection with finalizing the Motion, preparing for the approval hearing, and managing the Agreement through its conclusion, including anticipated communications with defense counsel, the Administrator, and our client. Based thereon, the total amount of PAGA Counsel's fees through closure of this matter are estimated to be approximately $263,893.

<u>The Requested PAGA Counsel Litigation Expenses Payment are Fair and Reasonable</u>

53. The Agreement provides for reimbursement of the PAGA Counsel Litigation Expenses Payment of up to Thirty Thousand Dollars and Zero Cents ($30,000.00). However, PAGA Counsel seeks reimbursement of a total of Twenty-Seven Thousand Three Hundred Seventy-One Dollars and Forty-Three Cents ($27,371.43) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 6**. This amount was reasonable and necessary in the prosecution of this matter.

<u>The Administration Expenses Payment is Fair and Reasonable</u>

54. As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to approval by the Court, ILYM Group, Inc., to handle the administration of the Agreement. The fees and expenses of the Administrator are estimated not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00). These costs include, but are not limited to, expenses for preparing, printing, and mailing the Cover Letter and Individual PAGA Payment checks to the Aggrieved Employees, re-mailing the returned Individual PAGA Payment checks to any new addresses obtained, and handling inquiries from Aggrieved Employees regarding the Agreement, among other things. Accordingly, the Court should grant approval of the Administration Expenses Payment in the amount of *up to* Ten Thousand Dollars and Zero Cents ($10,000.00) to ILYM Group, Inc., a necessary third-party for handling the settlement process.

<u>The PAGA Representative Service Award Is Fair and Reasonable</u>

55. As part of the Settlement Agreement, Plaintiff respectfully requests a reasonable PAGA Representative Service Award of Five Thousand Dollars and Zero Cents ($5,000.00) to Plaintiff. This PAGA Representative Service Award is eminently reasonable given the time and effort Plaintiff spent on this matter, his services on behalf of the State of California and the Aggrieved Employees, and his

broader, general release of claims.

56. By initiating and pursuing the Action, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff was available whenever PAGA Counsel needed him and actively tried to obtain information that would benefit the prosecution of the Action.

57. Accordingly, Plaintiff respectfully submits that it is appropriate and just for Plaintiff to receive a PAGA Representative Service Award in the amount of Five Thousand Dollars and Zero Cents ($5,000.00) in addition to the Individual PAGA Payment he will receive as an Aggrieved Employee, for his services on behalf of the State of California and the other Aggrieved Employees, as well as for his broader, general release of claims.

Pending Actions

58. Neither I nor Plaintiff are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Agreement.

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

Executed on May 20, 2025, at Beverly Hills, California.

Alexandra Rose

EXHIBIT 1

BLACKSTONE LAW

8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

Miriam Schimmel, Esq.
Mschimmel@blackstonepc.com

October 20, 2023

PAGA Claim Notice Via Online Electronic Submission
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

RE: ***Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar***

Dear Representative:

This office represents Alexander Davis ("Claimant") with respect to his claims under the California Labor Code against JAJ Roofing dba Citadel Roofing and Solar (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as "Employers"). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately March 2022 to October 2022 as a non-exempt, hourly-paid employee. During his employment with Employers, Claimant was employed as an Interconnection Specialist at 1014 North Market Blvd, Sacramento, CA 95834

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA"). Claimant is seeking penalties on behalf of themself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Orders"). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to (1) turn on computers and prepare for the workday prior to clocking in, and (2) respond to customer calls on solar troubleshooting issues during purported meal periods and after clocking out. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys’ fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of home internet for work-related purposes.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc*. (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against

Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam Schimmel

Miriam Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

JAJ Roofing dba Citadel Roofing and Solar
ATTN: Dieter Folk, Agent for Service
4980 Allison Pkwy
Vacaville, CA 95688

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Alexander Davis ("Plaintiff") and JAJ Roofing dba Citadel Roofing and Solar ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as the "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Case No. 23CV011004, initiated on November 2, 2023 and pending in the Superior Court of the State of California, County of Sacramento (the "Court").

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 paid to the Administrator from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with its "not to exceed" bid submitted to the Court in connection with approval of the Settlement.

1.4. "Aggrieved Employee(s)" means all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession, consisting of each Aggrieved Employee's full name, last-known mailing address, Social Security number, and any other information as is necessary for the Administrator to calculate 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. "Approval Order" means the Court order granting approval of the Settlement.

1.8. "Defense Counsel" means Kyle D. Kring and Kerri N. Kramer of Kring & Associates, APC.

1.9. "Effective Date" means the date on which both of the following have occurred: (a) the Court enters the Judgment, and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment, assuming no appeal is filed; or (b) if a timely appeal is filed, the date of final resolution of that appeal (including any requests for rehearing and/or petitions for writs of certiorari) resulting in final judicial approval of the Settlement.

1.10. "Gross Settlement Amount" means $995,000.00 which is the total amount Defendant agrees to pay under the Settlement.

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

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

1.13. "LWDA" means the California Labor and Workforce Development Agency.

1.14. "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA.

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Award, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.16. "PAGA Counsel" means Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and Alexandra Rose of Blackstone Law, APC, 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 Defendant while classified as a non-exempt and/or hourly-paid employee for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from October 20, 2022 until December 16, 2024.

1.20. "PAGA Representative Service Award" means the payment to the Plaintiff for initiating the Action and providing services in support of the Action.

1.21. "PAGA Notice" means Plaintiff's October 20, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.22. "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

2. BACKGROUND.

2.1. On November 2, 2023, Plaintiff commenced the Action by filing a Class Action Complaint alleging various causes of action against Defendant for purported unpaid minimum wages, unpaid overtime, unpaid meal period premiums, unpaid rest period premiums, wages not timely paid during employment, failure to provide accurate wage statements, untimely final wages, failure to reimburse necessary business expenses, and unfair competition. On December 27, 2023, Plaintiff filed a First Amended Class and Representative Action Complaint realleging the same and adding a cause of action against Defendant seeking civil penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq*. ("PAGA") for purported failure to pay overtime wages, failure to pay minimum wages, failure to provide legally-required meal periods, failure to pay required meal period premiums, failure to provide legally-required rest periods, failure to pay required rest period premiums, failure to timely pay wages during employment, failure to pay all wages at time of discharge from employment, failure to provide accurate wage statements, failure to keep complete and accurate payroll records, and failure to reimburse for necessary business-related expenses. The First Amended Class and Representative Action Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant 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 represents that he gave timely written notice to Defendant and the LWDA by sending the PAGA Notice. The PAGA Notice set forth Plaintiff's allegations of Defendant's purported violations and itemized the following numbered theories: (1) failure to pay for all time worked at correct rates of pay, including minimum wages, straight time wages, and overtime compensation; (2) failure to provide meal periods and pay meal period premiums; (3) failure to authorize and permit rest periods and pay rest period premiums; (4) failure to timely pay wages during employment; (5) failure to provide accurate itemized wage statements; (6) failure to maintain accurate records; (7) failure to reimburse necessary expenditures; and (8) failure to timely pay all wages upon termination of employment.

2.3. On October 17, 2024, the Parties participated in an all-day mediation presided over by Steven J. Rottman, Esq., that resulted in this Agreement to settle the PAGA claims in the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, a significant sampling of time and pay records for the Aggrieved Employees, as well as documents that described Defendant's relevant policies and procedures during the PAGA Period.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendant promises to pay $995,000.00 and no more as the Gross Settlement Amount, subject to Paragraph 4.1 below. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. 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 Approval Order:

3.2.1. <u>To Plaintiff:</u> A PAGA Representative Service Award to Plaintiff of not more than $5,000.00 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA Representative Service Award that does not exceed this amount. If the Court approves a PAGA Representative Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will report the PAGA Representative Service Award using IRS Form 1099. Plaintiff assumes full and sole responsibility and liability for any and all taxes owed on the PAGA Representative Service Award.

3.2.2. <u>To PAGA Counsel:</u> A PAGA Counsel Fees Payment of not more 35% of the Gross Settlement Amount, which is currently estimated to be $348,250.00 and PAGA Counsel Litigation Expenses Payment of not more than $30,000.00. Defendant 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 the PAGA Counsel Fees Payment and PAGA Counsel 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 the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will report the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes sole and full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. <u>To the Administrator:</u> An Administration Expenses Payment not to exceed $10,000.00, except upon a showing of good cause and as approved by the Court. To the extent the Administrator's expenses are less or are approved in a lesser amount, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. <u>To the LWDA and Aggrieved Employees:</u> The Net Settlement Amount will be allocated 75% to the LWDA PAGA Payment and 25% to the Individual PAGA Payments.

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

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods/Escalator Clause. Based on a review of its records to date, Defendant estimates there are 1,149 Aggrieved Employees who worked a total of 57,345 PAGA Pay Periods as of September 23, 2024. If the actual number of PAGA Pay Periods worked by the Aggrieved Employees During the PAGA Period actually exceeds 57,345 by more than 12.5% (i.e., by more than 7,168 PAGA Pay Periods), then the Gross Settlement Amount will be increased on a pro rata basis equal to the percentage increase in the number of PAGA Pay Periods worked by the Aggrieved Employees above 12.5%.

4.2. Aggrieved Employee Data. Within 30 days of the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of the 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.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within 30 days after the Effective Date, or within 7 days after the Administrator provides Defense Counsel with all information needed for funding the Gross Settlement Amount, including complete payment instructions, whichever is later.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will simultaneously mail checks for the PAGA Representative Service Award, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached here to "**Exhibit A**," and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. 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 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 a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search, if such address is different from the address to which delivery was first attempted. 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. Neither Plaintiff nor Defendant, nor their respective counsel, shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Administrator.

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 a Court-approved nonprofit organization or foundation ("Cy Pres Recipient"), the Interdisciplinary Center for Healthy Workplaces at the University of California, Berkeley. The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant 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**. On the Effective Date and date Defendant fully funds the Gross Settlement Amount, Plaintiff, the Aggrieved Employees, the State of California with respect to the Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1. <u>Plaintiff's Release.</u> Plaintiff, individually, and on behalf of his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all claims, transactions, or occurrences that occurred prior to Plaintiff's execution of this Agreement, including, but not limited to: all claims that were alleged, or reasonably could have been alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). The 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, or workers' compensation benefits that arose at any time. 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 the 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. <u>Plaintiff's Waiver of Rights Under California Civil Code Section 1542.</u> For purposes of the 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. <u>Release by Aggrieved Employees and the State of California with respect to the Aggrieved Employees.</u> All Aggrieved Employees and the State of California with respect to the 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 facts stated in the Operative Complaint and the PAGA Notice, arising during the PAGA Period, including any claims for civil penalties based on Defendant's (1) failure to pay for all time worked at correct rates of pay, including minimum wages, straight time wages, and overtime compensation; (2) failure to provide meal periods and pay meal period premiums; (3) failure to authorize and permit rest periods and pay rest period premiums; (4) failure to timely pay wages during employment; (5) failure to provide accurate itemized wage statements; (6) failure to maintain accurate records; (7) failure to reimburse necessary expenditures; and (8) failure to timely pay all wages upon termination of employment (collectively, the "Released PAGA Claims").

5.3. <u>Release by PAGA Counsel.</u> Other than the fees and costs provided to PAGA Counsel herein, PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors, and assigns the Released Parties from all claims for fees and/or expenses incurred in connection with the Action.

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

6.1. <u>Plaintiff's Responsibilities.</u> Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of the Settlement under Labor Code Section 2699, subd. (f)(2)) and any applicable orders of the Court.

6.2. <u>Responsibilities of Counsel.</u> PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of the Settlement, including utilizing best efforts to do so no later than 60 days after full execution of this Agreement, and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3. <u>Duty to Cooperate.</u> If the Parties disagree on any aspect of the proposed application or motion for approval of the 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 approval of the 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 determine whether they can reach an agreement to modify the Agreement and/or otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

7.1. <u>Selection of Administrator.</u> The Parties have jointly selected the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement or otherwise reasonably necessary to effectuate the Settlement in exchange for payment of the Administration Expenses Payment. 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 to 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. **CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL**. The Parties agree that, after entry of the Judgment, the Court will retain jurisdiction over the Parties, the 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. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and 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.

9. **ADDITIONAL PROVISIONS.**

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

9.2. 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 or prior written representations, warranties, covenants, or inducements made to or by any Party.

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

9.4. 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 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 the mediator and/or the Court for resolution.

9.5. 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 Parties in the Settlement.

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

9.7. 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.

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

9.9. 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.

9.10. 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.

9.11. 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. Plaintiff and PAGA Counsel agree not to disclose or publicize the Settlement, its terms or contents, or the negotiations underlying the same, in any manner or form, directly or indirectly, to any person or entity, except as otherwise required by law, ordered by the Court, or contractually necessary to effectuate the terms of the Settlement as set forth herein. Nothing herein will restrict PAGA Counsel from disclosing the existence of this Agreement to Aggrieved Employees. Nothing herein will restrict PAGA Counsel from including publicly available information regarding the Settlement other than its monetary terms in future judicial submissions regarding PAGA Counsel's qualifications and experience. Furthermore, Plaintiff and PAGA Counsel will undertake any and all disclosures required to be made to the LWDA in conformity with PAGA.

9.12. 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 Aggrieved Employee Data provided to PAGA Counsel by Defendant (including indirectly through the Administrator) in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to the Settlement, and for 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 all Settlement funds, Plaintiff shall destroy, and shall direct anyone with whom Plaintiff has shared (including, without limitation, retained consultants) copies to destroy, all paper and electronic versions of Aggrieved Employee Data received from Defendant (including indirectly through the Administrator) unless, prior to the Administrator's payment of all Settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

9.13. 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.

9.14. 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.

9.15. 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:

Jonathan M. Genish (jgenish@blackstonepc.com)
Miriam L. Schimmel (mschimmel@blackstonepc.com)
Joana Fang (jfang@blackstonepc.com)
Alexandra Rose (arose@blackstonepc.com)
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278
Facsimile: (855) 786-6356

To Defendant:

Kyle D. Kring (kkring@kringandassociates,com)
Kerri N. Kramer (kkramer@kringandassociates.com)

With copy to: Michelle Bennett (mbennett@kringandassociates.com)
Kring & Associates, APC
38 Corporate Park
Irvine, CA 92606
Telephone: (949) 393-1400
Facsimile: (949) 393-1430

9.16. 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. Any Party signing electronically shall provide documentation sufficient to authenticate the electronic signature at the time of delivery of the signature. 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.

9.17. 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: 03/26/2025 Alexander Davis

Alexander Davis
Plaintiff

Dated:

JAJ Roofing dba Citadel Roofing and Solar
By: Dieter Folk
Title: President

Dated: March 27, 2025

BLACKSTONE LAW, APC
Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Attorneys for Plaintiff

Dated:

KRING & ASSOCIATES, APC
Kyle D. Kring
Kerri N. Kramer
Attorneys for Defendant

With copy to: Michelle Bennett (mbennett@kringandassociates.com)
Kring & Associates, APC
38 Corporate Park
Irvine, CA 92606
Telephone: (949) 393-1400
Facsimile: (949) 393-1430

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Dated: ____________________

____
Alexander Davis
Plaintiff

Dated: 3/24/25

____
JAJ Roofing dba Citadel Roofing and Solar
By: Dieter Folk
Title: President

Dated: ____________________

____
BLACKSTONE LAW, APC
Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Attorneys for Plaintiff

Dated: March 24, 2025

____
KRING & ASSOCIATES, APC
Kyle D. Kring
Kerri N. Kramer
Attorneys for Defendant

<u>Exhibit A</u>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court Case No. 23CV011004

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit entitled *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court Case No. 23CV011004 ("Action").

The Action was filed on November 2, 2023 by Alexander Davis ("Plaintiff") against his former employer JAJ Roofing dba Citadel Roofing and Solar ("Defendant"). Plaintiff, on behalf of the State of California, with respect to himself and other alleged aggrieved employees, sought recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA").

Defendant denies all of Plaintiff's allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations. The Court did not determine whether any violations did or did not occur. Rather, a settlement was reached between Plaintiff and Defendant to resolve Plaintiff's claims without spending further time, money, and energy on lengthy litigation. On <<Date>>, the settlement was approved by the Court.

You are receiving a portion of the settlement because you have been identified as a current and former hourly-paid and/or non-exempt employee who worked for Defendant in the State of California during the period October 20, 2022 until December 16, 2024 (the "PAGA Period"). Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. It is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of << the Effective Date and date Defendant fully funds the Gross Settlement Amount >>, the Released Parties were released from the Released PAGA Claims.

> "Released Parties" means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
>
> "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, arising during the PAGA Period, including any claims for civil penalties based on Defendant's (1) failure to pay for all time worked at correct rates of pay, including minimum wages, straight time wages, and overtime compensation; (2) failure to provide meal periods and pay meal period premiums; (3) failure to authorize and permit rest periods and pay rest period premiums; (4) failure to timely pay wages during employment; (5) failure to provide accurate itemized wage statements; (6) failure to maintain

accurate records; (7) failure to reimburse necessary expenditures; and (8) failure to timely pay all wages upon termination of employment.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds will be transmitted to the Interdisciplinary Center for Healthy Workplaces. **Therefore, if you want to receive the funds from this check, you must cash it on or before [date].**

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Administrator] at [toll-free phone number].

EXHIBIT 3

From:	Alexandra Rose
To:	Alexandra Rose
Subject:	FW: Thank you for your Proposed Settlement Submission
Date:	Tuesday, May 20, 2025 1:44:43 PM

From: DIR PAGA Unit <no-reply@formassembly.com>
Date: Thursday, March 27, 2025 at 5:53 PM
To: Crystal Malizon <cmalizon@blackstonepc.com>
Subject: Thank you for your Proposed Settlement Submission

[External Email].

03/27/2025 05:53:17 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

Cy Pres Eligibility

Interdisciplinary Center for Healthy Workplaces, University of California, Berkeley
1995 University Avenue
Golden Bear Building, Suite 3341
University of California
Berkeley, CA 94720

Director: Cristina G. Banks, PhD

Established January, 2012
TIN: 94-6002123
100% Self-funded through donations, research grants, research gifts, and Cy Pres funds

Cristina G. Banks, PhD

Dr. Banks holds a doctorate in Industrial-Organizational Psychology from the University of Minnesota (1979). For the past 42 years, Dr. Banks has focused her career on the development and implementation of effective organizations where employees can experience a fair, motivating, and rewarding work life. Her efforts to this end have spanned multiple roles including academic appointments at two leading universities (The University of Texas at Austin, University of California, Berkeley), founding and leading two organizational consulting firms (Terranova Consulting Group LLC, Lamorinda Consulting LLC), election to two corporate boards of publicly held companies (Whole Foods Market, Inc., Chalone Wine Group), and service on two non-profit boards (Leadership California, Northern California Human Resources Association). Most recently, Dr. Banks co-founded the Interdisciplinary Center for Healthy Workplaces (ICHW), a research and outreach non-profit entity within the University of California, Berkeley, dedicated to the promotion of worker health, safety, and well-being through the creation of healthy workplaces. Her extensive and varied career provided a solid foundation for understanding the complex and intertwined issues concerning business operations and worker experience, which is especially needed today with the addition of a pandemic and all that it changes in workers' personal and work lives.

Consulting Practice

Starting in 1979, Dr. Banks led consulting teams and personally consulted to businesses and organizations in several areas relevant to this case such as job design, working conditions, organization effectiveness measurement, human resource programs and practices, compensation, and wage/hour and employment law compliance. In 1997, Dr. Banks developed a novel approach to the measurement of time spent on exempt and non-exempt tasks, enabling the calculation of time spent on exempt and non-exempt work for job misclassification class actions. Dr. Banks also pioneered the use of time-and-motion studies for calculating time spent on tasks for off-the-clock, donning/doffing, meal/rest break, and overtime class actions. She also consulted on other compensation issues including payment of bonuses, compensable time, and independent contractor status. Dr. Banks consulted on a number of employment law issues including gender and race discrimination in pay and promotion cases. Over a period of 20 years, Dr. Banks served as an expert witness in approximately 90 federal and state cases, testifying in over 85 depositions and in six trials based on data collected using her innovative and scientifically-sound methodologies and research practices. Dr. Banks is a nationally-recognized testifying expert in wage/hour and discrimination cases. Example cases include the following:

- Kassman v. KPMG LLP, U.S.D.C Southern District of New York, 2017
- Ohrling v. AMR Corporation (American Eagle Airlines), Riverside Superior Court, 2008-2009
- Reyna v. Anheuser-Busch Inc., U.S.D.C. Central District of California, 2003-2004
- Savaglio v. Wal-Mart Stores, Inc., Alameda County Superior Court, 2002-2005
- Sirko v. International Business Machines Corporation, U.S.D.C. Central District of California, 2014
- Whiteway v. FedEx Kinko's Office and Print Services, Inc., U.S.D.C. Northern District of California, 2007

<u>Trial testimony</u>:

- Akaosuki v. Benihana Inc., U.S.D.C. Northern District of California, 2012
- Goldman v. Radioshack Corporation, U.S.D.C. Eastern District of Pennsylvania, 2005
- Peters v. Catalina Restaurant Group (Coco's), San Diego County Superior Court, 2013
- Ramos v. Safeway Inc., Los Angeles County Superior Court, 2010
- Savaglio v. Wal-Mart Stores, Inc., Alameda County Superior Court, 2005
- Stevenson v. City and County of San Francisco, U.S.D.C. Northern District of California, 2016

<u>Selected Publications in Wage/Hour Compliance</u>

- Hanvey, C.M. & Banks, C.G. (2015) Wage and hour litigation. In C. Hanvey and K. Sady (Eds.) *Practitioners Guide to Legal Issues in Organizations.* Springer eBook https://doi.org/10.1007/978-3-319-11143-8.
- Banks, C.G. & Cohen, L. (2005) Wage and hour litigation: I-O psychology's new frontier. In F.J. Landy (Ed.) *Employment Discrimination Litigation*. Jossey-Bass/Pfeiffer, 2005.
- Banks, C.G. & Aubry, L.A. How to conduct a wage and hour audit. *Bender's Labor and Employment Bulletin*, vol. 5, No. 6 at 292-302, June, 2005.

The Interdisciplinary Center for Healthy Workplaces (ICHW)

ICHW was founded in 2012 by Dr. Banks and her colleague, Dr. Sheldon Zedeck, from the University of California, Berkeley. The purpose of its founding was to create an entity that would transform all known science across disciplines regarding employee health, safety, and well-being into best practices, tools and guidelines, which would be distributed free to the general public. The ultimate outcome of the center's activities was to create a new template for organizations for creating healthy work and a healthy workplace. Our intent was to identify proven strategies and actions that would remove factors in the physical and organizational environment that caused illness, injury, physical and psychological pain, and job strain, and that would implement changes that promote health, safety, and well-being. We are dedicated to reversing the trends of overwork, unfair treatment, high work demands with insufficient resources, physical harms, and burnout—serious conditions that are plaguing workers today.

ICHW fulfills this purpose through four strategies:

- Aggregating and synthesizing existing research across disciplines to better understand how to prevent ill health and harm, and to promote health, safety, and well-being. Several aggregations have been achieved since 2012 on several topics including: technology and health, creativity and innovation in organizations, environmental factors that promote health and well-being, and evidence to support the business case for a holistic, integrated approach to employee health and well-being.

- Convening experts from different fields (HR, ergonomics, economics, public policy, public health, technology, architecture, design, medicine/nursing, occupational health) to share knowledge and to develop scalable, generalizable, and integrated best practices. One example is "Mixers" held at the University for policy makers, researchers, service-providers, and health professionals to talk about how to reduce job strain, harassment, wage issues, and toxic management in organizations. Another example is initiating a "Science to Practice" conference series at the University where an interdisciplinary team of experts focused on a single issue. The first conference of this series focused on the physical work environment and offered science-based best practices to address this issue. Talks from the conference were edited and transformed into a well-received book, *Built to Thrive: How to Build the Best Workplaces for Health, Well-Being, and Productivity*, published in 2017.

- Conducting new interdisciplinary research to fill in gaps in existing knowledge where significant gains in health, safety, and well-being can be achieved. One example is an exploratory investigation of the factors that determine organization adoption of wellness programs and employee participation in those programs. The study led to the development of an interactive tool for organizations to find their best wellness program match and one that employees would be committed to. Another example is the development of a workplace health assessment tool that integrates physical and psychological factors that affect employee health and well-being into a whole system assessment. This tool has been piloted in three countries across five occupational groups and continues to be refined and validated. Of note, this assessment includes compliance with wage/hour and employment laws.

- Advising professionals and the general public through specific engagements and presentations based on the knowledge aggregated and synthesized into practical information and advice for individuals and organizations. One example is the invitation extended to Dr. Banks to answer viewers' questions about employment issues in the context of the pandemic on the PBS NewsHour "Ask Us" segment on May 7, 2020. Answers, in part, related to legal aspects that are related to this case. Other examples include webinars for professional organizations, presentations and panels at national conferences, and public lectures open to the public on topics ranging from the physical environment, management style, work processes and work design, compensation and recognition, organizational policies, to a new definition of healthy work and a healthy workplace.

<u>Example ICHW Publications</u>

- Banks, C. G., & Augustin, S. (2021). Workplace Technology that Promotes Health and Well-Being. *Technology, Mind, and Behavior*. Retrieved from https://tmb.apaopen.org/pub/xht5ni6a

- Bennett, J., Banks, C.G., and Chan, A. (2023). An Integrated Framework for Organizational Well-Being: Updated Themes, Potential Competencies, and A Broader Horizon. *Handbook of Occupational Health Psychology (3rd Ed.)*, Oxford University Press: Oxford.

- Banks, C.G. & Witt, L.A. (2021) Leveraging healthy workplaces as a strategic benefit. *Journal of Total Rewards,* Q1, 55-70.

- Jetha A., Shamaee A., Bonaccio S., Gignac M.A.M., Tucker L., Tompa E., Bültmann U., Norman C., Banks C.G., and Smith P. (2023). Fragmentation in the future of work: A horizon scan examining the impact of the changing nature of work on workers experiencing vulnerability. *American Journal of Industrial Medicine.*

- Banks, C.G., DeClercq, C., and Thibau, I.J.C. (2019) *Built to Thrive: How to Build the Best Workplaces for Health, Well-Being, and Productivity.* Interdisciplinary Center for Healthy Workplaces, University of California, Berkeley.

- Banks, C.G. (2018) *Health, Safety, Well-Being, and Economic Security Implications of Gig Work: An Interdisciplinary Perspective*. ILO World Day for Safety and Health at Work. Geneva, Switzerland.

In the *Journal of Total Rewards* article, I presented a table of healthy workplace elements that included wage/hour factors and anti-discrimination policies. The table is reproduced here with relevant passages bolded:

Behavioral Environmental Factors	
Factors	**Examples of Healthy Elements**
Leadership & Management	Clear approval for employees to make choices regarding how, when and where they can accomplish their work and to act in ways that promote their health and well-being; explicit specification of employee roles and responsibilities; **clear and reasonable performance expectations; skilled supervision**; employee involvement in problem solving and decision making; self-directed work teams; **fair treatment of employees in all economic-related decisions; promotion on the basis of clear, fair and equitable criteria.**
Organizational culture	Visual display and communication of organizational values that support the organization's mission and that employees support, communications from leadership regarding the importance of employee health and well-being with measurement of organizational progress toward health and well-being goals, leaders' behavior consistent with organizational values, frequent and timely communications with employees on important organizational matters, clear communications of commitment to a safe, healthy and productive work environment.
Job design	Support for alternative work arrangements regarding days worked, hours worked, working from home and job crafting.
Employee rewards and recognition	Employee, team and organizational accomplishments celebrated and rewarded, recognition of employee contributions to organizational success and rewards and recognitions given for employee innovations in health improvement and organizational effectiveness.
Wages/compensation	**Living wages, compensation consistent with all wage/hour laws and legally compliant, wages paid for all work performed, non-discriminatory compensation and promotion practices.**
Benefits	Affordable health care, paid leaves of absence and child/eldercare financial assistance.
Work hours	**Reasonable work hours — limited work hours per day and per week.**
Employee growth/advancement	Training and development opportunities available and are taken without penalty away from the job, career counseling available and realistic, developmental opportunities offered, **organizational support programs for skill enhancement and clear and non-discriminatory advancement opportunities.**
Health and safety	Training in employee injury and illness prevention, affordable and employer-assisted health insurance programs, promotion of healthy behaviors, effective disease and illness prevention programs, assessment and treatment of health problems, introduction and support for participation in effective wellness

	programs and training for the prevention of and response to harassment, retaliation, discrimination and inequities.
Extra-organizational support	Assistance in navigating life challenges outside of work, such as financial assistance for child/elder care.

All of our efforts in the research we conduct, the advising and consulting we do, the knowledge we share with the public, and the convening of employers, researchers, policy-makers, and practitioners are directed to creating work and work environments that are fair, healthful, safe, and satisfying. We have addressed work issues specifically as well as generally on the topic of excessive work demands, long work hours, unpredictable schedules, unfair treatment, harassment, burnout, and non-compliance with wage/hour and employment law regulations. We look at the workplace as a system of forces that serve to promote or detract from equity, fairness, and fair treatment of employees and factors that underlie employee health and well-being.

Activities That Benefit the Class and Similarly Situated Persons

ICHW specifically addresses the interests of the class and similarly situated persons by changing work, working conditions, and work environments systemically and holistically in ways that reduce or eliminate opportunities for wage/hour violations and discriminatory actions. Many of the principles underlying healthy work and healthy workplaces counter operational issues and organizational policies such as inadequate staffing, insufficient resources, unskilled management, lack of restorative space (e.g., break rooms), unrealistic task performance expectations, time pressure, and work disruptions—typical causes of legal violations. Healthy workplace principles consist of organizational structures, operating processes, human resource practices, physical environmental and equipment design, and compensation and benefit practices that facilitate lower job strain, fair remuneration, physical and psychological safety, effective management practices, realistic work hours, and fair treatment.

Funding for ICHW would be dedicated to further research and analysis to determine the best practices for changing work and working conditions on the ground and for training supervisors and management regarding how to create healthy work and maintain a healthy workplace. The goal would be to determine the best ways to support workers' desire to come to work and do their best work, knowing that they do so supported by all the protections these wage/hour and employment laws provide.

Funding would also enable ICHW to extend understanding the meaning of legal compliance beyond HR departments and legal counsel to professionals in occupational health, human factors/ergonomics, and IT/technology. Professionals in these occupations also have a role in supporting worker health, safety, and well-being, and by doing so, will lower the opportunity for violations because they will also help to create healthy work and working conditions that are consistent with workers' legal protections and compliance strategies. When these professionals work collaboratively to create healthy workplaces, unfair and harmful business practices will be less likely to be followed as employers witness higher productivity and greater business success when workers' health, safety, and well-being are promoted and sustained—as shown by decades of research studies.

Specifically, funding can be dedicated to furthering this model of organizational functioning to create greater awareness and understanding of the advantages of such changes for not only reducing wage/hour violations and discriminatory actions, but also establishing a more productive and engaged workforce. Presentations, public lectures, webinars, tools, and guides can promote this model and support the training of future organizational leaders and professionals. This work will extend work already started in the development of a new blueprint for business success.

In conclusion, fairness, equity, performance effectiveness, physical and psychological safety, and work/life balance are the ultimate outcomes of strategic efforts including wage/hour and employment law compliance, and involvement with occupational health, human factors/ergonomics, and IT/technology will help to provide sustained organization-wide support of worker health, safety, and well-being in workers' daily lives.

EXHIBIT 5

- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-

OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case

No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.

- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.,* San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.,* Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association

with other counsel, in final settlement of wage and hour class and PAGA action.

- *Richard Evans v. My Paint Stop, LLC, et al.,* Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.,* Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers,* Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics,* Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 6

Date	Type of Expense	Description of Expense	Amount
		Davis v. JAJ Roofing dba Citadel Roofing and Solar	
		Sacramento County Superior Court Case No. 23CV011004	
10/9/2023	Mailing	Records Request to JAJ Roofing	$8.53
11/2/2023	Filing	Steno: Class Action Complaint and Initiating Documents	$2,036.25
12/18/2023	Service	Steno: Personal Service of Class Action Complaint and Initiating Documents	$160.50
12/20/2023	Filing	Steno: Proof of Service of Summons	$99.00
12/27/2023	Filing	Steno: First Amended Complaint	$107.50
1/17/2024	Filing	Steno: Notice of Complex Determination/Notice of Dept. Relocation	$59.95
3/21/2024	Filing	Steno: Notice of Case Management Conference	$59.95
8/13/2024	Mediation	Steven J. Rottman, LLC	$15,000.00
8/14/2024	Filing	Steno: Stipulation to Continue CMC; [Proposed] Order	$86.95
11/20/2024	Other	Steno: Berger Consulting Group	$9,405.00
11/12/2024	Filing	Steno: Stipulation to Continue CMC; [Proposed] Order	$86.95
3/11/2025	Filing	Steno: Joint Case Management Conference Statement	$59.95
	Filing	Estimated Cost - Steno: Filing of Motion for PAGA Approval	$140.95
	Filing	Estimated Cost - Steno: Notice of Entry of Judgment or Order	$59.95
		TOTAL:	**$27,371.43**