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Attorneys for Plaintiff and all Aggrieved Employees

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

KEVIN LEMUS, an individual; on behalf of
himself and all Aggrieved Employees,

Plaintiff,

v.

ALLTIME MAINTENANCE, INC., a
California corporation;
JOSEPH ULLMAN, an individual; and
DOES 1-100, inclusive,

Defendants.

Case No.: 24STCV14397

[Assigned for All Purposes to Hon. Christopher
K. Lui, Dept. 76]

**DECLARATION OF ADRIAN C. BYRNE
IN SUPPORT OF MOTION FOR
APPROVAL OF REPRESENTATIVE
ACTION SETTLEMENT PURSUANT TO
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

*[Filed concurrently with Motion and
Memorandum of Points and Authorities; and
[Proposed] Order]*

Date: August 23, 2024
Time: 8:30 a.m.
Dept.: 76

Complaint Filed: June 10, 2024
Trial Date: None set.

Reservation ID: 180461271967

1 I, Adrian C. Byrne, declare as follows:

2 1. I am an attorney licensed to practice before all of the courts of the State of
3 California. I am lead counsel of record for the named Plaintiff Kevin Lemus (“Plaintiff”) and
4 the allegedly Aggrieved Employees in the above-captioned matter. I submit this declaration in
5 support of Plaintiff’s Motion for Approval of Representative Action Settlement under the
6 Private Attorneys General Act of 2004 (“PAGA”) (the “Motion”). I have personal knowledge
7 of the facts set forth in this declaration and, if called upon to do so, could and would testify
8 competently thereto, except where I make a statement on information and belief, in which case
9 I am informed and believe the statement to be true.

10 2. I have been lead counsel on behalf of Plaintiff and the allegedly Aggrieved
11 Employees throughout this action.

12 3. I began to investigate potential wage and hour claims by Plaintiff against
13 Defendants Alltime Maintenance, Inc., a California corporation and Joseph Ullman, an
14 individual (“Defendants”) in or about August 2023. After investigation and evaluation of
15 potential claims, on or about November 6, 2023, Plaintiff filed a notice of potential PAGA
16 claims with the Labor and Workforce Development Agency (“LWDA”) (the “PAGA Notice”) in which Plaintiff identified as allegedly “Aggrieved Employees” all of Defendants non-
17 exempt employees in California beginning one year prior to the date of the PAGA Notice.

18 4. The LWDA failed to notify Plaintiff of its intent to investigate these penalty
19 claims within the sixty-five (65) day statutory notice period. Thus, Plaintiff has exhausted
20 administrative remedies pursuant to PAGA.

21 5. On June 10, 2024, Plaintiff filed this action in the Superior Court of California,
22 County of Los Angeles, Case No. 24STCV14397 (“the Lawsuit”).

23 6. Shortly after filing the PAGA Notice, the Parties met and conferred to discuss
24 options for streamlining the litigation. Significantly, Defendants argued that they run a small
25 business upon which the financial burden of protracted litigation would have a devastating
26 effect, jeopardizing the existence of the business. Moreover, protracted litigation of these
27

1 claims would cause the Parties to incur attorney's fees and costs that would far outweigh the
2 potential civil penalties at issue. Therefore, in the interests of efficiency and judicial economy,
3 Plaintiff and Defendants began to focus their efforts on potential resolution.

4 7. The Parties engaged in informal fact discovery and exchanged pertinent
5 information to understand the nature of the allegations and the scope of potential liability and
6 exposure under PAGA.

7 8. Plaintiff requested and was provided information and documents relevant to the
8 PAGA claims, including (1) the list of Aggrieved Employees at issue;¹ (2) start dates of
9 employment; (3) end dates of employment/current; (4) total pay periods; and (5) any relevant
10 policies.

11 9. Through the exchange of information and attendant discussions between the
12 Parties, Plaintiff learned that there are approximately 75 Aggrieved Employees (including
13 Plaintiff) and approximately 1,703 pay periods at issue during the PAGA Claim Period
14 (November 6, 2022, to April 18, 2024.)

15 10. The Parties agreed to participate in mediation and scheduled a full-day private
16 mediation for April 18, 2024. In further preparation for mediation and to facilitate analysis of
17 Defendants' PAGA exposure, I conducted additional investigations, conducting extensive
18 interviews with the Plaintiff, and reviewing relevant policies and procedures applicable to the
19 claims at issue, including overtime pay, meal and rest periods, wage statements, among other
20 pertinent issues.

21 11. On April 18, 2024, the Parties participated in a full-day private mediation with
22 experienced mediator Abe Melamed, Esq. of Signature Resolution. The Parties exchanged
23 substantial information through the mediation, including legal authority regarding disputed
24 legal issues, and additional information regarding relevant policies and procedures. In addition,
25 Defendants shared information regarding the financial condition of the corporate Defendant, as
26

27 ¹ Employee IDs were provided in lieu of names to address privacy concerns in the absence of
a *Belaire-West* opt-out process.

1 well as the finances and assets of the individual Defendant. Based on this information, I
2 believe that there was a substantial risk that further litigation could result in the insolvency of
3 one or more of the Defendants and that Defendants would likely be unable to pay a substantial
4 monetary judgment if one were obtained at trial.

5 12. Through this mediation, the Parties reached an agreement in principle to resolve
6 the representative PAGA claims (the “PAGA Settlement”) in addition to reaching a
7 confidential agreement for the resolution of all of Plaintiff’s individualized claims, including
8 his claims for wrongful termination, retaliation, and individual claims under the Labor Code
9 for unpaid wages, and other individualized relief.

10 13. On or about June 3, 2024, the Parties executed a long-form agreement with
11 respect to the proposed PAGA Settlement (“PAGA Settlement and Release Agreement”).
12 Attached hereto as **Exhibit 1** is a true and correct copy of the PAGA Settlement and Release
13 Agreement.

14 14. As required by PAGA, concurrently with the filing of this Motion, I submitted
15 the PAGA Settlement and Release Agreement to the LWDA for its review.

16 15. The PAGA Settlement and Release Agreement provides that Defendants will
17 pay a total of Seventy-Five Thousand Dollars (\$75,000.00) (the “Gross PAGA Settlement
18 Fund”) as a non-reversionary settlement fund to settle the representative PAGA claims in this
19 action.

20 16. The “Aggrieved Employees” for purposes of the PAGA Settlement are all of
21 Defendants’ current and former non-exempt employees that worked at least one shift in the
22 State of California during the PAGA Period, i.e., from November 6, 2022, through April 18,
23 2024.

24 17. From the Gross PAGA Settlement Fund of \$75,000.00, the following amounts
25 will be disbursed by the Settlement Administrator, subject to this Court’s approval:

- 26 a. Plaintiff’s Counsel’s attorney’s fees of 1/3 of the Gross PAGA
27 Settlement Fund (\$25,000.00) in connection with the PAGA claims;

- b. Plaintiff's Counsel's out-of-pocket litigation expenses not to exceed \$500.00 arising out of the PAGA Claims;² and
- c. PAGA Settlement administration expenses of \$2,750.00.
- d. This results in an estimated "Net PAGA Settlement Fund" of \$46,000.00 (i.e., the Gross PAGA Settlement Fund, minus requested fees, costs, and PAGA settlement administration expenses).

(See Ex. 1, III. (2)-(5).)

18. As required by PAGA, 75% of the Net PAGA Settlement Fund will be paid to the LWDA and the remaining 25% of the Net PAGA Settlement Fund will be distributed among the Aggrieved Employees on a pro-rata basis according to their pay periods during the relevant time period. (See Ex. 1, III. (3).)

19. Defendants' data indicates that, as of April 18, 2024, there are approximately 75 current and former Aggrieved Employees (including Plaintiff) and a total of approximately 1,703 pay periods. (See Ex. 1, IV. (1).)

20. Defendants shall fund the Gross PAGA Settlement Fund within Fourteen (14) days after the Effective Date, i.e., after final approval of the PAGA Settlement is granted by the Court. (See Ex. 1, III. (2).)

21. Payments will be made to the Aggrieved Employees by check to their last known home address, and Aggrieved Employees will not be required to submit a claim form or take any other steps to receive their payment. (See Ex. 1, IV. (3).)

22. Subject to the Court's approval, the settlement administration, including calculation and issuance of payments, will be performed by nationally recognized settlement administrator Phoenix Settlement Administrators (the "Settlement Administrator"). I have worked with Phoenix Settlement Administrators on numerous class action and/or PAGA settlements and have found them to be highly competent and responsive. In my opinion,

² Plaintiff's share of the mediation fee and other costs are addressed via Plaintiff's individual settlement.

1 Phoenix Settlement Administrators' bid of \$2,750 for the administration services in this matter
2 is reasonable. Attached hereto as **Exhibit 2** is a true and correct copy of the Settlement
3 Administrator's quote.

4 23. The PAGA Settlement and Release Agreement releases all claims for civil
5 penalties under PAGA that were alleged, or reasonably could have been alleged based on the
6 factual allegations in the Complaint and PAGA Notice, that accrue through April 18, 2024.
7 (See Ex. 1, I. (15).)

8 24. As this is a representative PAGA-only settlement, any non-PAGA
9 individualized claims (such as claims for alleged unpaid wages, or wrongful termination) of
10 other Aggrieved Employees are not being released by virtue of this PAGA Settlement. (See Ex.
11 1, III. (6)(c).)

12 25. Defendants will provide the Settlement Administrator with the names and
13 contact information of all 75 Aggrieved Employees for administration and disbursement of the
14 PAGA penalties. (See Ex. 1, IV. (3).)

15 26. Within Fifteen (15) days from the date the full amount of the Gross PAGA
16 Settlement Fund has been deposited with the Settlement Administrator, the Settlement
17 Administrator shall cause all PAGA Settlement payments to be paid, including the payment to
18 the LWDA (75% of the Net PAGA Settlement Fund), the payment to the Aggrieved
19 Employees (25% of the Net PAGA Settlement Fund), and the payments to Plaintiff's Counsel
20 for the approved attorney's fees and costs. (See Ex. 1, IV. (4)(b).)

21 27. Accompanying the payments to the Aggrieved Employees the Settlement
22 Administrator shall mail a Notice of Settlement of PAGA Representative Action. Attached
23 hereto as **Exhibit 3** is a true and correct copy of the Notice of Settlement of PAGA Action.

24 28. Aggrieved Employees shall not be required to make claims to receive their
25 share of the PAGA settlement. All settlement payments to Aggrieved Employees will be
26 treated as miscellaneous income for which a 1099 will be issued. (See Ex. 3.)
27

1 29. Prior to mailing the Notice of Settlement of PAGA Action, the Settlement
2 Administrator shall check the addresses provided in the Aggrieved Employees List using the
3 United States Postal Service's National Change of Address database, and update the addresses
4 for known address changes. Should any of the mailings to the Aggrieved Employees of their
5 Notice of Settlement of PAGA Action and their checks be returned to the Settlement
6 Administrator after mailing, the Settlement Administrator will have five (5) calendar days after
7 it receives the returned undeliverable mail to search for a more current address for the
8 Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Notice of
9 Settlement of PAGA Action and check to any alternative or updated address obtained by the
10 Settlement Administrator. (*See* Ex.1, IV. (3)(b).)

11 30. Each Aggrieved Employee will be issued one check for his or her payment,
12 which will expire one hundred eighty (180) calendar days from the date the checks are issued
13 by the Settlement Administrator. Any checks remaining uncashed after the 180-day period,
14 shall escheat to the State Controller's Office, Unclaimed Property Division. (*See* Ex. 1, IV.
15 (4)(c).)

16 31. Concurrent with the filing of this Motion, I submitted the PAGA Settlement
17 Agreement to the LWDA for its review.

18 32. As set forth in the Motion, the PAGA Settlement here was the result of
19 extensive arm's-length negotiations between the Parties. Given the risks and challenges that
20 Plaintiff's claims would face in extended litigation and the vigorous substantive and procedural
21 defenses that Defendants would present, I believe that this is a fair and reasonable settlement,
22 and a fair and reasonable outcome for the LWDA and the Aggrieved Employees. As described
23 above, Defendants' financial position was also a factor in the PAGA settlement, as was the fact
24 that protracted litigation of these claims would cause the Parties to incur attorney's fees and
25 costs that would likely far outweigh the amounts of PAGA penalties potentially at issue. In
26 negotiating this PAGA Settlement, I applied various risk discounts to account for the perceived
27 strengths and weaknesses of each claim, as well as Defendants' anticipated defenses.

1 33. Throughout this litigation, including in the settlement negotiations, Defendants
2 steadfastly argued that Plaintiff would lose his PAGA claims if they were tried because
3 Defendants substantially complied with their obligations under the Labor Code. As to
4 Plaintiff's claims for unpaid minimum wages and overtime, Defendants have argued that they
5 paid Plaintiff and other Aggrieved Employees for all hours worked. Defendants also argued
6 that they provided meal periods and authorized and permitted employees to take rest periods,
7 and that any non-compliant meal and rest periods were the result of decisions by the employees
8 themselves, and not the result of Defendants' actions. Defendants also argued that Plaintiff's
9 theories of recovery on wage statement penalties arising from failure to pay meal period
10 premiums are factually and legally unsupported. See *Naranjo v. Spectrum Security Services,*
11 *Inc.* (2024) 15 Cal.5th 1056. Defendants argued that to the extent that any violations occurred
12 regarding the misclassification of employees as independent contractors, or failure to include
13 meal period premium pay on wage statements, such violations were not willful, would be
14 subject to individual inquiry, and would not be suitable for representative treatment.
15 Defendants also argued that even if some violations could be proven, not every aggrieved
16 employee could establish a violation in every pay period, greatly reducing the potential PAGA
17 penalties that Plaintiff could recover.

18 34. While Plaintiff rejects these various defenses, they have not been tested in
19 litigation, raising substantial risks and uncertainty that some or all of Plaintiff's PAGA claims
20 might be defeated on the merits if this litigation continued. Further, even if Plaintiff were to
21 prevail on all of his PAGA claims, it is far from certain that Plaintiff could prove that *every*
22 *aggrieved employee* suffered a violation in *every pay period*, as is assumed by Plaintiff's
23 estimate of potential PAGA penalties.

24 35. While Plaintiff and I remained confident that we could overcome these
25 arguments and defenses, and ultimately prevail, these issues created a substantial risk that
26 Plaintiff might not prevail on all claims on a representative basis. If Plaintiff prevailed on a
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1 representative basis, substantial risk remained as to the recoverability of any award based upon
2 Defendants' financial position.

3 36. Additional uncertainties existed with respect to the valuation of Plaintiffs'
4 PAGA claims. In addition to Defendants' defenses on the underlying claims, there is
5 conflicting and developing case law regarding PAGA and its calculation of penalties, including
6 the availability of "stacked" PAGA penalties and the Court's discretion to reduce PAGA
7 penalties under Labor Code § 2699(e)(2), which created further uncertainties as to the amounts
8 of PAGA penalties that Plaintiffs might recover, even if they did prevail. While Plaintiff
9 certainly disputes this statutory interpretation, Plaintiff recognizes the lack of certainty,
10 including the lack of appellate authority, as to how trial Courts would interpret the statute and
11 the amount of penalties, if any, that may be awarded.

12 37. In light of these potential issues, and in my experience settling and obtaining
13 court approval of PAGA and other wage-and-hour settlements, this is a fair and reasonable
14 result for the State of California (which will receive 75% of the Net Settlement Fund) and the
15 Aggrieved Employees (which will receive the remaining 25% on a pro-rata basis).

16 38. The following is a brief description of my legal background: I graduated from
17 Bristol Law School in the United Kingdom and was called to the Bar of England and Wales in
18 2010. In 2013, I became licensed to practice as a Solicitor of England and Wales. I
19 subsequently became licensed as an attorney in California in 2015.

20 39. For over 9 years, I have worked exclusively on employment law with a focus on
21 representative PAGA and class wage and hour cases. During that time, I estimate that I have
22 litigated over 50 representative PAGA and/or class wage and hour actions.

23 40. I have been selected for several years to Southern California Super Lawyers –
24 Rising Star list in the category of "Employment Litigation Plaintiff".

25 41. From the outset of the case to the present, prosecution of this action has
26 involved significant financial risk. I undertook this matter on a contingent basis, investing
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1 significant time and resources, with no guarantee of recovery, and at the expense of other work
2 that I could have performed.

3 42. This PAGA Settlement Agreement provides for reimbursement of Plaintiffs'
4 litigation costs of up to \$500 arising from the PAGA Settlement. I have kept accurate records
5 of my costs throughout this litigation. To date, I have incurred \$467.55 in costs arising from
6 the filing of the Representative PAGA Complaint in this action. I anticipate additional costs of
7 over \$100 for the filing of the instant Motion and subsequent filings in this matter. Attached
8 hereto as **Exhibit 4** is a true and correct copy of the current invoice from my legal services
9 provider, One Legal.

10 43. In reaching this PAGA Settlement, I assessed and advised Plaintiff on all of the
11 risks of continued pursuit of this litigation and the factors in valuing these claims. Based upon
12 my knowledge of the facts of this case, and my evaluation of the strengths and challenges of
13 Plaintiff's claims and Defendants' defenses, I believe the PAGA Settlement Agreement
14 represents a fair and reasonable settlement of these claims. I fully support this PAGA
15 settlement.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct. Executed on July 2, 2024.

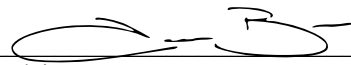
18
19
20 
Adrian C. Byrne

EXHIBIT 1

PAGA Settlement and Release Agreement

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and the PAGA Released Claims shall be settled and resolved subject to the following terms and conditions set forth in this PAGA Settlement and Release Agreement (the “Settlement Agreement”), entered by and between Plaintiff, Kevin Lemus, (“Plaintiff”), for himself and on behalf of the State of California and all other Aggrieved Employees pursuant to the California Private Attorneys General Act (“PAGA”) as to his PAGA claims, on the one hand; and Defendants Alltime Maintenance, Inc. and Joseph Ullman (collectively, the “Defendants”), on the other hand. Plaintiff and Defendants are collectively referred to herein as the “Parties.”

This Settlement Agreement shall become effective after all of the following events have occurred: (i) this Settlement Agreement has been executed by Plaintiff and Defendants; and (ii) the Court has granted approval to the Settlement (the “Effective Date”).

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” is defined as *Kevin Lemus v. Alltime Maintenance, Inc. and Joseph Ullman* (California Labor & Workforce Development Agency Case Number LWDA-CM-992454-23, filed on November 6, 2023) in which Plaintiff alleges claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.* predicated on Plaintiff’s allegations that Defendants: (1) failed to pay minimum wage for all hours works; (2) failed to pay overtime and/or double-time wages; (3) failed to provide meal periods; (4) failed to provide rest periods; (5) failure to provide complete and accurate wage statements; (6) failed to indemnify or reimburse necessary business expenses; (7) failed to pay wages owed at separation; (8) failed to produce employment records; (9) failed to timely pay wages during employment; (10) failed to keep complete and accurate records; (11) violations of IWC Wage Order 5-2011; (12) willful misclassification as to independent contractor status; (13) failed to provide or pay all required sick leave; and (14) retaliation for engaging in protected activity, and including claims for PAGA civil penalties for violations of Labor Code §§ 98.6, 201, 202, 203, 204, 204(b)(1), 226, 226(a), 226(b), 226.7, 226.7(c), 226.3, 226.8, 246, 246.5, 247, 247.5, 248.5, 510, 512, 558, 558.1, 1102.5, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199(c), and 2802, and IWC Wage Order 5-2011 §§3, 4, 7, 9, 11, 12, and 20.

2. “Aggrieved Employees” mean all current and former non-exempt employees who worked for Defendants and worked at least one shift in the State of California during the PAGA Period, i.e., from November 6, 2022 through April 18, 2024.

3. “Complaint” means the allegations and claims set forth in Plaintiff’s correspondence to the California Labor and Workforce Development Agency dated November 6, 2023 (“LWDA Letter”).

4. “Court” or “Los Angeles Superior Court” means the Superior Court of California for the County of Los Angeles.

5. “Defense Counsel” or “Counsel for Defendant” is:

Michael B. Eisenberg, Esq. (mbe@laborligators.com)
Bryan W. Edgar, Esq. (bwe@laborlitigators.com)
Eisenberg & Associates
3580 Wilshire Blvd., Suite 1260
Los Angeles, California 90010
Telephone: (213) 201-9331

6. “Employee PAGA Portion” is the aggregate amount to be distributed to the Aggrieved Employees, which shall consist of 25% of the Net Settlement Amount as provided in Section III.3 herein.

7. “Employee Payments” refers to the individual PAGA Penalty Payments that will be distributed to Aggrieved Employees, as provided in Section III.3 herein.

8. “Gross Settlement Amount” is the sum of Seventy-Five Thousand Dollars (\$75,000), which represents the total amount payable under this Settlement Agreement by Defendants, and includes the Employee PAGA Portion payable to Aggrieved Employees, LWDA Payment payable to the LWDA, Court-awarded Attorneys’ Fees (not to exceed one-third of the Gross Settlement Amount, currently estimated to be Twenty-Five Thousand Dollars (\$25,000)) to Plaintiff’s Counsel, Court-awarded Litigation Costs (not to exceed Five Hundred Dollars (\$500)) to Plaintiff’s Counsel, and a Court-awarded payment to the Settlement Administrator for Settlement Administration Costs (not to exceed Two Thousand Seven Hundred and Fifty Dollars (\$2,750)).

9. “LWDA” means the California Labor and Workforce Development Agency.

10. “Plaintiff’s Counsel” is:

Adrian Byrne (adrian@thebyrnelawgroup.com)
The Byrne Law Group
8605 Santa Monica Blvd., Suite 48947
West Hollywood, CA 90069
Telephone: (800) 805-4002

11. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts are subtracted from the Gross Settlement Amount: (a) Attorneys’ Fees to Plaintiff’s Counsel; (b) Litigation Costs to Plaintiff’s Counsel; and (c) Settlement Administration Costs to Settlement Administrator.

12. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

13. “LWDA Payment” means the amount to be paid to the LWDA, which is seventy-five percent (75%) of the Net Settlement Amount as set forth in Section III.3 herein.

14. “PAGA Period” means the time period from November 6, 2022 through April 18, 2024.

15. “PAGA Released Claims” means any and all claims for civil penalties under the Private Attorneys General Act that were alleged, or reasonably could have been alleged based on the factual allegations in the Complaint and LWDA Letter, predicated on Plaintiff’s allegations that Defendants: (1) failed to pay minimum wage for all hours works; (2) failed to pay overtime and/or double-time wages; (3) failed to provide meal periods; (4) failed to provide rest periods; (5) failure to provide complete and accurate wage statements; (6) failed to indemnify or reimburse necessary business expenses; (7) failed to pay wages owed at separation; (8) failed to produce employment records; (9) failed to timely pay wages during employment; (10) failed to keep complete and accurate records; (11) violations of IWC Wage Order 5-2011; (12) willful misclassification as to independent contractor status; (13) failed to provide or pay all required sick leave; and (14) retaliation for engaging in protected activity, and including claims for PAGA civil penalties for violations of Labor Code §§ 98.6, 201, 202, 203, 204, 204(b)(1), 226, 226(a), 226(b), 226.7, 226.7(c), 226.3, 226.8, 246, 246.5, 247, 247.5, 248.5, 510, 512, 558, 558.1, 1102.5, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199(c), and 2802, and IWC Wage Order 5-2011 §§3, 4, 7, 9, 11, 12, and 20.

16. “Released Parties” means Defendants and their past, present, and future owners, officers, directors, employees, board members, shareholders, attorneys, insurers, reinsurers, customers, partners, investors, members, representatives, predecessors, parent companies, subsidiaries, affiliates, divisions, successors, agents and principals, and their heirs, estates, executors, administrators, servants, insurers, attorneys, and assigns.

17. “Settlement Administrator” refers to the third-party Settlement Administrator that the Parties will select on the basis of cost and competence with the best interests of the PAGA Members in mind who shall administer the settlement, subject to approval by the Court, in accordance with this Settlement Agreement, and whose costs and expenses to administer the settlement are currently estimated not to exceed Two Thousand Seven Hundred and Fifty Dollars (\$2,750).

II. RECITALS

1. On or about November 6, 2023, Plaintiff filed a Notice of PAGA Claims with the Labor and Workforce Development Agency (“LWDA”) alleging various PAGA penalty claims against Defendants (the “PAGA Notice”) and served Defendants with copies of said notice by U.S. Certified Mail pursuant to Labor Code section 2699.3, subd. (a). Defendants deny the allegations in the PAGA Notice, deny any failure to comply with the laws identified in the PAGA Notice, and deny any and all liability for allegations alleged therein. Plaintiff has not yet filed a lawsuit.

2. On April 18, 2024, the Parties participated in a day-long mediation with mediator Abe Melamed, Esq. In preparation for the mediation, Plaintiff obtained, through informal discovery, information and data related to the Aggrieved Employees, including dates of employment and pay periods worked during the PAGA Period. With Mr. Melamed's assistance, the Parties reached a tentative agreement to fully and finally resolve the Action and the PAGA Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees. The Parties also reached a settlement of Plaintiff's non-PAGA individual claims, which are addressed in a separate Individual Settlement and Release Agreement that is concurrently being executed by the Parties.

3. The Parties entered into a tolling agreement on January 25, 2024 to explore options for informally resolving this matter. The Parties agree that the tolling agreement shall immediately terminate upon execution of this PAGA Settlement Agreement, if not already terminated at such time.

4. The Parties, Plaintiff's Counsel and Defendants' counsel represent that they are not aware of any other pending matter or PAGA Action asserting claims that will be extinguished or affected by this Settlement Agreement.

5. As a part of this PAGA Settlement and for purposes of seeking the Court's approval of this PAGA Settlement as required by Labor Code section 2699(1)(2), the Parties acknowledge and agree that Plaintiff shall file the PAGA Complaint, as attached hereto as Exhibit A (the "Complaint" or the "PAGA Complaint"), in the Superior Court of California, County of Los Angeles following execution of this Agreement. Plaintiff's PAGA Complaint shall contain only PAGA claims and no other claims. Following the filing of the Complaint and execution of this Agreement by all parties, Plaintiff shall file a Motion for Approval of this PAGA Settlement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** This Settlement Agreement is the result of disputed claims and nothing in this Settlement Agreement nor action taken in implementation thereof shall be construed to be an admission or concession by Plaintiff that his claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. Nor will any of the foregoing be used in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related Court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendants shall pay Seventy-Five Thousand Dollars (\$75,000.00) as the Gross Settlement Amount in full and complete settlement of this matter. Defendants shall fund the Gross Settlement Amount within fourteen (14) days after the Effective Date. Defendants shall make the above payment to the Settlement Administrator, and the Settlement Administrator shall hold payment in escrow pending approval of the settlement and disbursement. This is a non-reversionary settlement. All Aggrieved Employee funds represented by uncashed checks remaining in the Qualified Settlement Fund shall be tendered to the State Controller's Office, Unclaimed Property Division.

3. **Net Settlement Amount.** The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees on a *pro rata* basis, based on their respective number of pay periods worked for Defendant during the PAGA Period. Payments to Aggrieved Employees of their share of the Net Settlement Amount shall be referred to as "Employee Payments." Each Aggrieved Employee will be paid a non-wage check for his/her Employee Payment and will receive an IRS Form 1099 for said payment. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. **Attorneys' Fees Payment and Litigation Costs Payment.** Defendant will not oppose Plaintiff's request for an award of attorneys' fees in the amount up to one-third (33.33%) of the Gross Settlement Amount (currently estimated to be Twenty-Five Thousand Dollars (\$25,000) ("Attorneys' Fees") and litigation costs and expenses from the Gross Settlement Amount in the amount up to Five Hundred Dollars (\$500) incurred in prosecuting this Action ("Litigation Costs"), to Plaintiff's Counsel. In the event the Court approves payment(s) of lesser amounts for Attorneys' Fees and/or for Litigation Costs to Plaintiff's Counsel, the difference will be a part of the Net Settlement Amount. The Attorneys' Fees and Litigation Costs payments will be reported on an IRS Form 1099 issued to Plaintiff's Counsel.

5. **Settlement Administration Costs.** Defendant will not oppose Plaintiff's request for payment in the amount up to Two Thousand Seven Hundred and Fifty Dollars (\$2,750) from the Gross Settlement Amount to the Settlement Administrator for administering the settlement. In the event the Court approves a payment of less than \$2,750 for Settlement Administration Costs, the difference will be a part of the Net Settlement Amount. Settlement Administration Costs will be reported on an IRS Form 1099 issued to the Settlement Administrator.

6. **Releases of Claims.** Upon the Effective Date and the Gross Settlement Amount being fully funded, the following release will immediately take effect. The Parties agree that the consideration described in Paragraph III.2. above constitutes adequate consideration for the settlement and the following release:

a. **Release by Plaintiff:** Plaintiff's Release does not extend to any of his non-PAGA individual claims which are the subject of the Parties' separate Individual Settlement and Release Agreement. Except as otherwise provided below, Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties

from all claims, liability, demands, losses, damages, violations of state or federal statutes or law, costs, attorneys' fees, expenses, compensation, actions, and causes of action (contingent, accrued, inchoate or otherwise) known and unknown (except as may be prohibited by law), arising out of or relating to Plaintiff's and Defendants' relationship, employment, termination and all other events or occurrences having taken place between the parties prior to the date of this Agreement, including but not limited to any and all PAGA Released Claims, any claims for wrongful termination, failure to pay wages, failure to pay overtime, failure to pay severance, failure to pay for all hours worked, failure to maintain records, failure to provide meal and rest breaks, waiting time penalties under Labor Code Section 203, California Labor Code violations, discrimination, sexual harassment, wrongful termination, retaliation, disparate treatment, breach of fiduciary duty, indemnification, fraud, conversion, and any other claims that Plaintiff may have against Defendants whatsoever ("Plaintiff's Release"). Plaintiff's Release does not extend to any of his non-PAGA individual claims which are the subject of the Parties' separate Individual Settlement and Release Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. In consideration of this Agreement and the releases contained herein, coupled with the offsets from the dismissal of claims by Plaintiff against Defendants, Plaintiff represents that he has been fully compensated for all hours worked (regular and overtime) and has been fully compensated for all meal and rest breaks missed and for any other alleged California Labor Code violations. In addition, Plaintiff certifies that he has not sustained any injuries in the scope of Plaintiff's employment with Defendants.

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

1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. 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.

c. **Release by Aggrieved Employees.** All Aggrieved Employees, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all PAGA Released Claims. This release of claims by the Aggrieved Employees only covers those civil penalties which are recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code.

7. **Covenants and Representations by Plaintiff.** Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity,

any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges, and duties under the Settlement Agreement, that the Settlement Agreement is a negotiated agreement, and that he enters into this Settlement Agreement freely, voluntarily, deliberately and in an informed manner. Plaintiff further acknowledges that the Settlement Agreement provides consideration of value to him and that he has had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

8. **Limited Disclosure and No Publicity.** The Parties agree not to issue press releases, communicate with, or respond to, any media or publication entities concerning the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement prior to approval and Entry of Judgment, except as required by law or as shall be contractually required to effectuate the terms of the Settlement as set forth herein. Nothing stated herein shall prohibit Plaintiff's Counsel from discussing the Settlement, the fact of Settlement, and its terms and conditions: (i) with the LWDA (ii) PAGA Members and/or (iii) in court filings, including in their respective firm resumes, and/or (iv) in all necessary motions and supporting memoranda related to approval of the Settlement.

9. **Filing of Motion or Joint Stipulation of Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for preparing a Motion for PAGA Settlement Approval or a Joint Stipulation for Approval of the Settlement and providing Defendants' Counsel with sufficient opportunity to propose revision to the Motion or Stipulation prior to filing. Plaintiff's Counsel will file the Motion or Stipulation, which is mutually agreed to by the Parties, as soon as practicable. Plaintiff's Counsel will serve the Motion or Stipulation on Defendant's Counsel and will submit the Settlement Agreement to the LWDA. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement. Plaintiff agrees to provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

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

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

12. **Judgment/Administrator Declaration.** This Settlement Agreement is expressly conditioned upon the Court entering judgment in the Action. The judgment will not release or

bar any claims other than the PAGA Released Claims as to Plaintiff, Aggrieved Employees, and State of California. Upon completion of administration, the Settlement Administrator will provide the Parties with a final accounting declaration confirming that distribution of payments has been completed in accordance with the Settlement Agreement and the Court's orders and providing a final accounting to the Court.

13. **No opt out rights.** Pursuant to *Robinson v. Southern Counties Oil Co.*, 53 Cal.App.5th 476 (2020), Aggrieved Employees do not have the right to "opt out" of this settlement. If this settlement is approved, each Aggrieved Employee will receive his or her individual Employee Payment as indicated above, and upon receipt of the payment will release the PAGA Released Claims as described in detail below.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Aggrieved Employee Pay Periods.** Based on a review of its records to date, Defendants estimate there is a total of approximately One Thousand Seven Hundred and Three (1,703) pay periods worked by Aggrieved Employees during the PAGA Period (November 6, 2022 through April 18, 2024).

2. **Settlement Administrator.** The Parties have mutually agreed upon Phoenix Settlement Administrators ("the Settlement Administrator") on the basis of cost and competence, with the best interests of the PAGA Members in mind. Defendants and Defendants' counsel shall not enter into any contractual relationship with the Settlement Administrator. Fees of the Settlement Administrator shall be paid out of the Gross Settlement Amount, in the amount up to Two Thousand Seven Hundred and Fifty Dollars (\$2,750). Plaintiff, Plaintiff's counsel, Defendants, and Defendants' counsel shall not bear any responsibility for errors or omissions in the Settlement Administrator's calculation or distribution of the settlement payments or development of the list of recipients of settlement payments or any increase in the fees of the Settlement Administrator that may result from such errors or omissions by the Settlement Administrator.

3. **Notice to Aggrieved Employees.**

a. No later than ten (10) Court days after the Effective Date, Defendants shall provide the Settlement Administrator with a list of the Aggrieved Employees (the "Aggrieved Employees List"). The Aggrieved Employees List shall include each Aggrieved Employee's full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked for Defendant in California during the PAGA Period, and Social Security number, to the extent available from Defendants' records. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and shall only access and use the list to administer the settlement in conformity with the Court's orders. Defendants will in good faith compile from its records the Aggrieved Employees List and provide it to the Settlement Administrator in a computer-readable format to the extent available, such as a Microsoft Excel spreadsheet.

b. No later than fifteen (15) calendar days after receipt of Defendants' payment of the Gross Settlement Amount, the Settlement Administrator will (i) calculate each

Aggrieved Employee's payment, (ii) send its payment calculations to Plaintiff's Counsel and Defense Counsel, (iii) obtain approval from counsel of the calculations, and mail the Employee Payments under cover letter to each of the Aggrieved Employees identified on the Aggrieved Employees List. Prior to mailing the Cover Letter, the Settlement Administrator shall check the addresses provided in the Aggrieved Employees List using the United States Postal Service's National Change of Address database, and update the addresses for known address changes. Should any of the mailings to the Aggrieved Employees of their Cover Letter and Employee Payments be returned to the Settlement Administrator after mailing, the Settlement Administrator will have five (5) calendar days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and re-mail the Cover Letter and Employee Payments to any alternative or updated address obtained by the Settlement Administrator.

4. Deposit and Distribution of Gross Settlement Amount.

a. Defendants shall fund the Gross Settlement Amount per the terms of this Settlement Agreement into a settlement account established by the Settlement Administrator, for administration and distribution in accordance with this Settlement Agreement and the Court's orders.

b. The Settlement Administrator shall distribute payments for the Attorneys' Fees, the Litigation Costs, the Settlement Administration Costs, the Employee Payments to Aggrieved Employees, and the LWDA Payment within fifteen (15) calendar days after the Gross Settlement Amount is fully funded. All payments provided for by this Settlement Agreement shall be made by the Settlement Administrator in accordance with this Settlement Agreement and the Court's order approving this settlement.

c. Each Aggrieved Employee will be issued one check for his or her Employee Payment, which will expire one hundred eighty (180) calendar days from the date the checks are issued by the Settlement Administrator. After the 180-day period, the Settlement Administrator shall cancel all checks that have not been cashed or deposited and remit funds associated with such canceled checks to the State Controller's Office, Unclaimed Property Division, in the name associated with each Aggrieved Employee whose Employee Payment checks are canceled.

V. MISCELLANEOUS PROVISIONS

1. **No Impact on Employee Benefit Plans.** Neither the Settlement Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Defendant benefit plan, policy, or bonus program. Defendants retain the right, if necessary, to modify the

language of its benefit plans, policies, and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies, and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

2. **Tax Consequences.** Plaintiff and Aggrieved Employees will be solely responsible for correctly characterizing any compensation received under the Settlement on his/her personal income tax returns for tax purposes, and paying all appropriate taxes due for any and all amounts owed by them under the Settlement. Plaintiff, Defendants, Plaintiff’s Counsel, and Defendants’ Counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement, do not intend anything contained in this Settlement Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such.

3. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or motion is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Santa Barbara. The prevailing party in any such action or motion shall be entitled to recover that party’s reasonable attorneys’ fees and costs incurred in connection with the action or motion.

4. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the Parties’ settlement terms with respect to the PAGA Released Claims. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties with respect to the PAGA Released Claims. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the Action and PAGA Released Claims.

5. **Judgment and Continued Jurisdiction.** The Parties agree that this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, to the fullest extent of the law, shall retain exclusive and continuing jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement Agreement.

6. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, subject to approval by the Court.

7. **Authorization to Enter into Binding Settlement Agreement.** Defendants represent and warrant that the undersigned has the authority to act on behalf of Defendants and to bind Defendants to the terms of this Settlement Agreement. Plaintiff represents and warrants that

he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind him to the terms and conditions of this Settlement Agreement. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement and/or mediation privileges and/or confidentiality provisions that otherwise might apply under federal or state law.

8. **Binding on Successors and Assigns.** This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

9. **Execution and Counterparts.** This Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

10. **Acknowledgement of Mutual Drafting and that the Settlement is Fair, Adequate, and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

12. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, provided that the essential terms and conditions of this Settlement Agreement for each Party remain valid, binding and enforceable, the remaining portions of this Settlement Agreement will continue to be valid, and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of

the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

13. **No Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

14. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of mediator Abe Melamed and/or the Court to resolve such disagreement.

15. **Use and Return of Aggrieved Employee Data.** Information provided to Plaintiff's Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA data provided to Plaintiff's Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to Plaintiff's Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

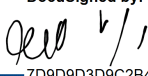
SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS THEREOF, the Parties each acknowledge that each Party has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

Dated: 05/23/24


Kevin (May 23, 2024 20:16 CDT)
Kevin Lemus

Dated: 6/3/2024

DocuSigned by:

7D9D9D3D9C2B403
Joseph Ullman

ALLTIME MAINTENANCE, INC.

Dated: 6/3/2024

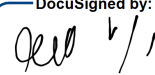
By: 
7D9D9D3D9C2B403
Joseph Ullman, CEO

EXHIBIT A

Adrian Byrne (SBN 304020)
THE BYRNE LAW GROUP
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Attorneys for Plaintiff and all Aggrieved Employees

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

KEVIN LEMUS, an individual; on behalf of
himself and all Aggrieved Employees,

Plaintiff,

v.

ALLTIME MAINTENANCE, INC., a
California corporation;
JOSEPH ULLMAN, an individual; and
DOES 1-100, inclusive,

Defendants.

Case No.:

REPRESENTATIVE COMPLAINT FOR:

1. Civil Penalties Pursuant to Private Attorneys
General Act of 2004 (Labor Code §2698 *et*
seq.);

Plaintiff KEVIN LEMUS alleges and avers as follows:

NATURE OF ACTION

1. Plaintiff KEVIN LEMUS (“LEMUS” or “Plaintiff”), on behalf of himself and all other “Aggrieved Employees” (as defined herein), brings this action against Defendants ALLTIME MAINTENANCE, INC., a California corporation (“ALLTIME MAINTENANCE”); JOSEPH ULLMAN, an individual; and DOES 1-100, inclusive, (collectively “Defendants”) seeking civil penalties for violations of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

PRELIMINARY ALLEGATIONS

2. At all times herein mentioned Plaintiff has resided in the County of Los Angeles, within the State of California.

3. Defendant ALLTIME MAINTENANCE's registered address is located in Los Angeles, within the State of California. At all times relevant to this complaint, ALLTIME MAINTENANCE operated a maintenance services company doing business throughout southern California.

4. Plaintiff is informed, believes, and thereon alleges, that at all times herein mentioned, Defendant JOSEPH ULLMAN was an individual who resided and conducted business in the County of Los Angeles, California.

5. The true names and capacities of the Defendants sued herein as DOES 1 through 100 are unknown to Plaintiff, and therefore Plaintiff sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed, believes, and on that basis alleges, that each of the fictitiously named Defendants are responsible for the occurrences and injuries to Plaintiff as herein alleged. Each reference in this Complaint to "Defendant," "Defendants," or a specifically named Defendant refers to, and includes all Defendants sued under fictitious names.

6. Plaintiff is informed, believes, and thereon alleges, that, at all times herein mentioned, each of the Defendants sued herein were the agents and employees of each of the remaining Defendants and were at all times acting within the purpose and scope of such agency and employment.

7. Plaintiff is informed, believes, and based thereon alleges, that Defendant JOSEPH ULLMAN was an owner, director, officer, or managing agent of ALLTIME MAINTENANCE at all times relevant, and while acting in this capacity caused said company to violate provisions of the California Labor Code and IWC Wage Order 5-2001 with respect to Plaintiff and the other Aggrieved Employees. Thus, pursuant to Labor Code § 558.1,

1 Defendant JOSEPH ULLMAN is individually, jointly, and severally liable for the violations
2 and all damages alleged herein.

3 8. Plaintiff is further informed, believes, and based thereon alleges, that JOSEPH
4 ULLMAN controls ALLTIME MAINTENANCE's day-to-day operations, including its
5 employee pay practices, that there exists a unity of interest between ALLTIME
6 MAINTENANCE and JOSEPH ULLMAN such that the corporate formalities of ALLTIME
7 MAINTENANCE have been disregarded, that ALLTIME MAINTENANCE and JOSEPH
8 ULLMAN operated as an integrated enterprise, and that ALLTIME MAINTENANCE and
9 JOSEPH ULLMAN were joint employers of Plaintiff and other Aggrieved Employees. Thus,
10 in the interests of justice, ALLTIME MAINTENANCE and JOSEPH ULLMAN should be
11 held jointly and severally liable for the wage and hour violations asserted herein under joint
12 employer, integrated enterprise, and/or alter ego theories of liability.

13 9. During the period of Plaintiff's employment, Defendants conducted their
14 businesses in association with each other and shared control over the wages, hours and
15 working conditions of Plaintiff.

16 10. At all relevant times, Defendants were the "employers" of Plaintiff within the
17 meaning of all applicable state laws and statutes.

18 11. From approximately January 2023 until approximately September 2023,
19 Plaintiff was employed and worked as a handyman for Defendants' maintenance company, at
20 different job locations throughout southern California.

21 12. Defendants willfully misclassified Plaintiff and other Aggrieved Employees as
22 independent contractors.

23 13. Defendants failed to pay Plaintiff and other Aggrieved Employees at least
24 minimum wage for all hours worked.

25 14. Plaintiff regularly worked more than twelve (12) hours per day, six (6) days per
26 week. Defendants refused to allow Plaintiff and other Aggrieved Employees to record
27

1 their work hours and refused to compensate Plaintiff and other Aggrieved Employees for all
2 hours worked.

3 15. Defendants failed to pay Plaintiff and the other Aggrieved Employees one and
4 one-half (x1.5) times their regular rate of pay for those hours worked in excess of eight (8)
5 hours per day and/or forty (40) hours per week and two times (x2) their regular rate of pay for
6 those hours worked in excess of twelve (12) hours in a workday.

7 16. Defendants failed to provide Plaintiff and other Aggrieved Employees with at
8 least a 30-minute duty-free meal period before the end of their fifth (5th) hour of work when
9 working more than six (6) hours in a workday, or a second 30-minute duty-free meal period
10 before the end of their tenth (10th) hour of work when working more than ten (10) hours in a
11 workday.

12 17. As Defendants refused to record the start and end times of meal periods,
13 Defendants have no record as to whether Plaintiff and other Aggrieved Employees were
14 provided a first meal period when they worked more than five (5) hours, or a second meal
15 period when Plaintiff and other Aggrieved Employees worked more than ten (10) hours, much
16 less whether a meal period was short, delayed, or not provided at all.

17 18. Defendants failed to pay one additional hour of pay at Plaintiff's and the other
18 Aggrieved Employees' regular rate of compensation for each day that a meal period violation
19 occurred.

20 19. Defendants did not authorize or permit Plaintiff and the other Aggrieved
21 Employees to take legally complaint rest periods.

22 20. Defendants failed to pay one additional hour of pay at Plaintiff's and the other
23 Aggrieved Employees' rate of compensation for each day that a rest period violation occurred.

24 21. Defendants failed to issue Plaintiff and the other Aggrieved Employees wage
25 statements.

26 22. Defendants required Plaintiff and other Aggrieved Employees to utilize their
27 personal cellphones and data for work-related duties, such as keeping Defendants apprised of

1 work progress, and navigating to job locations. Defendants failed to reimburse Plaintiff and the
2 other Aggrieved Employees for these necessary business expenses incurred in the discharge of
3 their work-related duties.

4 23. Defendants willfully failed to pay Plaintiff and other Aggrieved Employees all
5 of the wages they were due upon their separation from Defendants' employment, including but
6 not limited to minimum wages, and overtime.

7 24. Defendants intentionally and willfully failed to pay Plaintiff and the other
8 Aggrieved Employees all wages due to them within the specific pay periods required under
9 California Labor Code § 204. For example, Defendants failed to pay all minimum wages and
10 overtime wages owed "no later than the payday for the next regular payroll period."

11 25. Defendants failed to keep complete and accurate payroll records showing the
12 hours worked daily and the wages paid to Plaintiff and the other Aggrieved Employees.

13 26. Among other violations, Defendants refused to allow Plaintiff and the other
14 Aggrieved Employees to record their work hours, failed to include all time worked by Plaintiff
15 and the other Aggrieved Employees on their payroll records, and failed to record the times that
16 Plaintiff and the other Aggrieved Employees began and ended meal periods.

17 **JURISDICTION AND VENUE**

18 27. Pursuant to Article VI, §10 of the California Constitution, subject matter
19 jurisdiction is proper in the Superior Court of California, County of Los Angeles, State of
20 California.

21 28. Pursuant to §§395 and 395.5 of the California Code of Civil Procedure, venue is
22 proper in the Superior Court of California for the County of Los Angeles, State of California,
23 because this is where Plaintiff was employed, it is where the alleged violations occurred, and it
24 is where Defendants do business.

25 ///

26 ///

27 ///

FIRST CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT of 2004 (“PAGA”)

[Cal. Labor Code § 2698, et seq.]

(Against All Defendants)

29. Plaintiff re-alleges and incorporates into this cause of action each of the preceding paragraphs.

30. The Private Attorneys General Act of 2004 (California Labor Code §§ 2698, et seq.) (“PAGA”) expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

31. On or about November 6, 2023, pursuant to Labor Code § 2699.3, Plaintiff filed notice with California’s Labor and Workforce Development Agency (“LWDA”) and posted by certified mail to Defendants notice of alleged violations of the Labor Code, including the facts and theories to support the allegations (the “PAGA Notice”).

32. In the PAGA Notice, Plaintiff alleged claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.* predicated on Plaintiff’s allegations that Defendants: (1) failed to pay minimum wage for all hours worked; (2) failed to pay overtime and/or double-time wages; (3) failed to provide meal periods; (4) failed to provide rest periods; (5) failure to provide complete and accurate wage statements; (6) failed to indemnify or reimburse necessary business expenses; (7) failed to pay wages owed at separation; (8) failed to produce employment records; (9) failed to timely pay wages during employment; (10) failed to keep complete and accurate records; (11) violations of IWC Wage Order 5-2011; and (12) retaliation for engaging in protected activity, and including claims for PAGA civil penalties for violations of Labor Code §§ 98.6, 201, 202, 203, 204, 204(b)(1), 226, 226(a), 226(b), 226.7,

226.7(c), 510, 512, 558, 558.1, 1102.5, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199(c), and 2802, and IWC Wage Order 5-2011 §§3, 4, 7, 9, 11, 12, and 20.

33. Plaintiff and the other Aggrieved Employees are “Aggrieved Employees” as defined by California Labor Code section 2699(c), in that they are all current and former non-exempt employees who worked for Defendants and worked at least one shift in the State of California during the PAGA Period, i.e., from November 6, 2022, through April 18, 2024.

34. Pursuant to California Labor Code section 2699, Plaintiff, in an individual and representative capacity on behalf of himself and all Aggrieved Employees, requests and is entitled to recover from Defendants and each of them, civil penalties according to proof, interest, attorneys’ fees and costs.

35. Pursuant to California Labor Code section 2699, subdivision (i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the Aggrieved Employees.

36. As described in greater detail *supra*, at all times relevant to this action, Defendants devised, formulated, implemented, and enforced, the following policies and procedures in violation of California Law, including but not limited to the provisions of the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Order 5, which give rise to PAGA civil penalties under California Labor Code § 2698, *et seq.*:

Civil Penalties for Failure to Pay Minimum Wage for All Hours Worked

37. Through their policies and practices, Defendants failed to pay Plaintiff and the other Aggrieved Employees at least the applicable minimum wage for all hours, in violation of Labor Code §§ 1194, 1197, 1197.1, and IWC Wage Order 5.

Civil Penalties for Failure to Pay to Pay Overtime and/or Double-Time Wages

38. While employed by Defendants, Plaintiff and the other Aggrieved Employees were required, suffered, and permitted to work overtime hours.

39. Through their policies and practices, Defendants failed to pay Plaintiff and the other Aggrieved Employees overtime pay, in violation of Labor Code §§510, 1194, 1198, and IWC Wage Order 5.

Civil Penalties for Failure to Provide Meal Periods

40. Through their policies and practices, Defendants failed to provide Plaintiff and the other Aggrieved Employees with legally compliant meal periods, in violation of Labor Code §§226.7, 512, and IWC Wage Order 5.

Civil Penalties for Failure to Provide Rest Periods

41. Through their policies and practices, Defendants failed to authorize and permit Plaintiff and the other Aggrieved Employees to take legally compliant rest periods, in violation of Labor Code §§226.7, and IWC Wage Order 5.

Civil Penalties for Failure to Provide Complete and Accurate Wage Statements

Through their policies and practices, Defendants failed to provide Plaintiff and the other Aggrieved Employees with wage statements in violation of California Labor Code section 226.3.

Civil Penalties for Failure to Indemnify or Reimburse Necessary Business Expenses

42. Through their policies and practices, Defendants failed to indemnify or reimburse Plaintiff and the other Aggrieved Employees for necessary business expenses incurred in the discharge of their work duties, in violation of Labor Code §2802, and IWC Wage Order 5.

Civil Penalties for Failure to Pay Wages Owed At Separation

43. Through their policies and practices, Defendants failed to timely pay Plaintiff and the other Aggrieved Employees all wages due upon separation from their employment in violation of California Labor Code sections 201, 202, and 203.

44. Further, even though Defendants failed to timely pay employees all wages due upon separation, Defendants also failed to pay Plaintiff and the other Aggrieved Employees continuing wages under Labor Code section 203.

Civil Penalties for Failure to Keep Complete and Accurate Records

45. Through their policies and practices, Defendants failed to keep complete and accurate records for Plaintiff and the other Aggrieved Employees in violation of California Labor Code Section 1174(d).

Civil Penalties for Violations of IWC Wage Order 5-2011

46. Labor Code section 1199(c) makes it a misdemeanor, punishable by monetary fine, for employers that, among other things, violate the provisions of the IWC Wage Orders. As described herein, Defendants violated Wage Order 5 in many respects, including without limitation the failure to pay minimum wages, the failure to pay overtime, the failure to provide legally compliant meal periods, the failure to authorize and permit rest periods, the failure to provide itemized accurate wage statements, the failure to reimburse all necessary business expenses incurred in the discharge of work-related duties, the failure to pay continuing wages penalties, the failure to timely pay wages during employment, and the failure to keep complete and accurate records.

Civil Penalties for Retaliation for Engaging in a Protected Activity

47. Through their policies and practices, Defendants retaliation against Plaintiff for engaging in activities that were protected under the law. As such Defendants violated Labor Code § 98.6.

Civil Penalties for Willful Misclassification as to Independent Contractor Status

48. Through their policies and practices, Defendants willfully misclassified Plaintiff and the other Aggrieved Employees as independent contractors, in violation of Labor Code § 226.8.

Civil Penalties for Failure to Provide Sick Pay

49. Through their policies and practices, Defendants failure to provide Plaintiff and the other Aggrieved Employees sick pay, in violation Labor Code §§ 246, 246.5, 247, 247.5, and 248.5.

Civil Penalties for Various Violations of The Labor Code

50. Through their policies and practices, Defendants violated various Labor Code provisions including but not limited to §§ 98.6, 201, 202, 203, 204, 204(b)(1), 226, 226(a), 226(b), 226.7, 226.7(c), 226.3, 226.8, 246, 246.5, 247, 247.5, 248.5, 510, 512, 558, 558.1, 1102.5, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199(c), and 2802, and IWC Wage Order 5-2011 §§3, 4, 7, 9, 11, 12, and 20.

Exhaustion of Administrative Remedies under PAGA

51. On or about November 6, 2023, pursuant to Labor Code § 2699.3, Plaintiff filed with the LWDA and posted by certified mail to Defendants a PAGA Notice alleging violations of the Labor Code, including the facts and theories to support such allegations.

52. The LWDA has failed to notify Plaintiff of its intent to investigate these penalty claims within sixty-five (65) days.

53. Thus, Plaintiff has exhausted administrative remedies under PAGA's Labor Code § 2699.3(a)(2)(A).

54. Pursuant to Labor Code Section 2698 et seq., Plaintiff is entitled to recover civil penalties in connection with Plaintiff, and in connection with each and every Aggrieved Employee of Defendants, for each and every pay period in which a Labor Code violation or applicable IWC Wage Order violation occurred, in an amount according to proof at trial.

55. Plaintiff and the other Aggrieved Employees are also entitled to reasonable attorney's fees and costs pursuant to Labor Code §§ 2699(g), and any other applicable statute, which are hereby demanded, in an amount to be proven at trial.

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PRAYER

WHEREFORE Plaintiff prays judgment be entered against Defendants, and each of them,
as follows:

ON THE FIRST CAUSE OF ACTION

1. For civil penalties, attorney's fees, and costs pursuant to California Labor Code sections 2698 et seq.; and
2. For such other and further relief as the court may deem just and proper.

Dated: _____

THE BYRNE LAW GROUP

Adrian C. Byrne
Attorneys for Plaintiff
and all Aggrieved Employees

EXHIBIT 2



CASE ASSUMPTIONS

Aggrieved Members	75
Opt Out Rate	N/A
Opt Outs Received	
Total Aggrieved Claimants	75
Subtotal Admin Only	\$2,750.00

Not-to-Exceed Total \$2,750.00

For 75 Aggrieved Members

Pricing Good for Scope of Estimate Only

April 29, 2024

Case: Lemus v. Altime Maintenance Inc., et al. PAGA Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Adrian Byrne

Firm: Byrne Law Group

Contact Number: 800.805.4002

Email: adrian@thebyrnelawgroup.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on **75** Aggrieved Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item	Estimate
Programming Manager	\$125.00	1		\$125.00
Programming Database & Setup	\$125.00	1		\$125.00
Toll Free Setup*	\$55.82	1		\$55.82
Call Center & Long Distance	\$2.00	13		\$26.00
NCOA (USPS)	\$20.00	1		\$20.00
Total				\$351.82

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Check & Postage

Project Action	Rate	Hours/Units	Line Item	Estimate
Notice Packet Formatting	\$100.00	1		\$100.00
Data Merge & Duplication Scrub	\$0.50	75		\$37.50
Notice and Check Packet	\$2.00	75		\$150.00
Estimated Postage (up to 1 oz.)*	\$0.64	75		\$48.00
Total				\$335.50

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	1	\$50.00
Skip Tracing Undeliverables	\$2.00	11	\$22.50
Remail Notice Packets	\$2.00	11	\$22.50
Estimated Postage	\$0.56	11	\$6.30
Programming Undeliverables	\$50.00	1	\$50.00
Total			\$151.30

Database Programming			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$150.00	1	\$150.00
Case Manager	\$95.00	1	\$95.00
Total			\$245.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$150.00	1	\$150.00
Disbursement Review	\$150.00	1	\$150.00
Programming Manager	\$95.00	1	\$95.00
QSF Bank Account & EIN	\$50.00	1	\$50.00
Check Run Setup & Printing	\$175.00	1	\$175.00
Total			\$620.00

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item Estimate	
Case Supervisor	\$125.00	1	\$125.00	
Remail Undeliverable Checks (Postage Included)	\$1.50	14	\$21.38	
Case Associate	\$50.00	1	\$50.00	
Reconcile Uncashed Checks	\$75.00	1	\$75.00	
Conclusion Reports	\$100.00	1	\$100.00	
Case Manager Conclusion	\$75.00	1	\$75.00	
Final Reporting & Declarations	\$100.00	1	\$100.00	
QSF Annual Tax Reporting * (State Tax Reporting Included)	\$500.00	1	\$500.00	
Total			\$1,046.38	

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$2,750.00

EXHIBIT 3

**NOTICE OF SETTLEMENT OF PAGA REPRESENTATIVE
ACTION**

Kevin Lemus, et al. v. Alltime Maintenance, Inc., et al.
Superior Court for the State of California, County of Los Angeles,
Case No. 24STCV14397

Administrator ID

Aggrieved Employee Address

Address

Address

You are receiving this notice in connection with a Court-approved settlement (the “PAGA Settlement”) in a lawsuit brought on a representative basis under the Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698, et seq. (“PAGA”). The Plaintiff in the lawsuit is Kevin Lemus (“Plaintiff”) and the Defendants are Alltime Maintenance, Inc. and Joseph Ullman (“Defendants”). The Settlement provides for recovery of civil penalties for purported violations of the California Labor Code on behalf of all Defendants’ current and former non-exempt employees that worked at least one shift in the State of California from November 6, 2022, through April 18, 2024 (the “Aggrieved Employees”). The PAGA statute provides that 75% of any recovery pursuant to the Settlement be paid to the State of California, and that 25% of any recovery be paid to the “Aggrieved Employees” group.

Defendants deny all claims and allegations in the lawsuit, deny that they owe any penalties, and assert that they have fully complied with all applicable Labor Code and Wage Order provisions. Nevertheless, to avoid further costs and time in defending the lawsuit, Defendants have settled the lawsuit. By settling the lawsuit, Defendants are not admitting that they have done anything wrong.

The PAGA Settlement resolves all civil penalties available to the California Labor and Workforce Development Agency (“LWDA”) under the California Labor Code predicated on the PAGA claims that were alleged, or reasonably could have been alleged based on the factual allegations in the Complaint and PAGA Notice during the PAGA Period, against Defendants and the Released Parties, including all PAGA claims for (1) Failure to Pay Minimum Wage for All Hours Worked; (2) Failure to Pay to Pay Overtime and/or Double-Time Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Complete and Accurate Wage Statements; (6) Failure to Indemnify or Reimburse Necessary Business Expenses; (7) Failure to Pay Wages Owed at Separation; (8) Failure to Keep Complete and Accurate Records; (9) Violations of IWC Wage Order 5-2011; (10) Retaliation for Engaging in a Protected Activity; (11) Willful Misclassification as to Independent Contractor Status; (12) Failure to Provide Sick Pay; and (13) Various Violations of the Labor Code including but not limited to §§ 98.6, 201, 202, 203, 204, 204(b)(1), 226, 226(a), 226(b), 226.7, 226.7(c), 226.3, 226.8, 246, 246.5, 247, 247.5, 248.5, 510, 512, 558, 558.1, 1102.5, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1199(c), and 2802, and IWC Wage Order 5-2011 §§3, 4, 7, 9, 11, 12, and 20.

By an Order dated [REDACTED], the Superior Court for the County of Los Angeles approved the Settlement of the PAGA claims. By approving the PAGA Settlement, the Court did not decide in favor of either Plaintiff or Defendants.

According to Defendants' records, you are entitled to a share of this PAGA Settlement based upon the Court-approved allocation. Enclosed with this Notice is your check for your share. The PAGA Settlement check shall remain valid for one hundred eighty (180) days. Thereafter, all uncashed check funds shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law in the name of, and for the benefit of, the Aggrieved Employee that did not cash his or her settlement check.

Please Note: One hundred percent (100%) of the payment you are receiving in connection with the PAGA Settlement will be characterized as penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your PAGA Settlement payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your PAGA Settlement payment. Nothing in this Notice or any other communication shall constitute or be construed or relied upon as tax advice.

PLEASE DO NOT CALL OR WRITE THE COURT OR OFFICE OF THE CLERK TO ASK QUESTIONS ABOUT THE SETTLEMENT. IF YOU HAVE ANY QUESTIONS, YOU MAY CALL OR WRITE TO THE SETTLEMENT ADMINISTRATOR AT:

[REDACTED] Settlement Administrators

ADDRESS

Telephone:

**NOTIFICACIÓN DE ACUERDO DE ACCION REPRESENTANTE DE
PAGA**

Kevin Lemus, et al. v. Alltime Maintenance, Inc., et al.
Superior Court for the State of California, County of Los Angeles,
Case No. 24STCV14397

Administrator ID

Aggrieved Employee Address

Address

Address

Está recibiendo esta notificación en relación con un acuerdo aprobado por el Tribunal (el "Acuerdo de PAGA") en una demanda presentada de manera representativa en virtud de la Ley de Abogados Generales Privados del Código Laboral de 2004, Código Laboral de California §§ 2698, et seq. ("PAGA"). El Demandante en la demanda es Kevin Lemus ("Demandante") y los Demandados son Alltime Maintenance, Inc. and Joseph Ullman ("Demandados"). El Acuerdo prevé la recuperación de multas civiles por supuestas violaciones del Código Laboral de California en nombre de todos los empleados no exentos actuales y anteriores de los Demandados que trabajaron al menos un turno en el Estado de California desde el 6 de noviembre de 2022 hasta el 18 de abril de 2024 ("Empleados Agraviados"). El estatuto de PAGA establece que el 75% de cualquier recuperación en virtud del Acuerdo se pague al Estado de California, y que el 25% de cualquier recuperación se pague al grupo de "Empleados Agraviados".

Los demandados niegan todos los reclamos y alegaciones en la demanda, niegan que deban multas y afirman que han cumplido en su totalidad con todas las disposiciones aplicables del Código Laboral y la Orden de Salarios. Sin embargo, para evitar más costos y tiempo en la defensa de la demanda, los Demandados han resuelto la demanda. Al resolver la demanda, los Demandados no admiten que hayan hecho nada mal.

El Acuerdo PAGA resuelve todas las sanciones civiles disponibles para la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California ("LWDA") según el Código Laboral de California basadas en los reclamos PAGA que se alegaron, o que razonablemente podrían haberse alegado con base en las alegaciones fácticas contenidas en la Demanda y Aviso PAGA durante el Período PAGA, contra los Demandados y las Partes Liberadas, incluidos todos los reclamos PAGA por (1) Falta de pago del salario mínimo por todas las horas trabajadas; (2) Falta de pago de horas extras y/o salarios dobles; (3) No proporcionar períodos para comer; (4) No proporcionar períodos de descanso; (5) No proporcionar declaraciones de salarios completas y precisas; (6) No Indemnizar o Reembolsar los Gastos Comerciales Necesarios; (7) Falta de pago de los salarios adeudados en el momento de la separación; (8) No mantener registros completos y precisos; (9) Violaciones de la Orden Salarial 5-2011 de la IWC; (10) Represalias por participar en una actividad protegida; (11) Clasificación errónea intencional en cuanto al estatus de contratista independiente; (12) No proporcionar pago por enfermedad; y (13) Diversas violaciones del Código Laboral, incluidas, entre otras, las §§ 98.6, 201, 202, 203, 204, 204(b)(1), 226, 226(a), 226(b), 226.7, 226.7 (c), 226.3, 226.8, 246,

246.5, 247, 247.5, 248.5, 510, 512, 558, 558.1, 1102.5, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 99(c) y 2802 y Orden salarial de la IWC 5-2011 §§3, 4, 7, 9, 11, 12 y 20.

Mediante una Orden de fecha [REDACTED], el Tribunal Superior del Condado de Los Angeles aprobó el Acuerdo de las reclamaciones de PAGA. Al aprobar el Acuerdo, el Tribunal no decidió a favor de los Demandantes ni de los Demandados.

Según los registros de los Demandados, usted tiene derecho a una parte del Acuerdo de PAGA en función de la asignación aprobada por el Tribunal. Adjunto a esta Notificación se encuentra su cheque con su parte. El cheque del Acuerdo de PAGA tendrá una vigencia de ciento ochenta (180) días. A partir de entonces, todos los cheques no cobrados se distribuirán al Contralor del Estado de California para que los retenga de conformidad con la Ley de Propiedad No Reclamada a nombre y en beneficio del Empleado Agravado que no cobró su cheque del acuerdo.

Tenga en cuenta: El cien por ciento (100 %) del pago que está recibiendo en relación con el Acuerdo de PAGA se considerará multas y puede estar sujeto a retenciones de impuestos locales, estatales o federales y se informará al IRS y a las autoridades fiscales estatales. Debe confiar en sus propios asesores fiscales en cuanto a las consecuencias fiscales de su pago del Acuerdo de PAGA. Ni los Demandantes ni los Demandados han hecho ninguna representación o garantía con respecto a los impuestos de su pago del Acuerdo de PAGA. Nada en esta Notificación o cualquier otra comunicación constituirá o se interpretará o se considerará como asesoramiento fiscal.

POR FAVOR NO LLAME NI ESCRIBA AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO PARA HACER PREGUNTAS SOBRE EL ACUERDO. SI TIENE ALGUNA PREGUNTA, PUEDE LLAMAR O ESCRIBIR AL ADMINISTRADOR DEL ACUERDO A:

[REDACTED] Settlement Administrators
[REDACTED] ADDRESS
[REDACTED] Telephone:

EXHIBIT 4



1400 N. McDowell Blvd
Suite 300
Petaluma CA 94954
TIN : 85-4343705

Credit Card Sale

Date	6/10/2024
Customer	
Credit Sale	
Amount Due	\$0
Tax Total	\$0.00

Bill To

THE BYRNE LAW GROUP
8605 Santa Monica Blvd Suite 48497
West Hollywood CA 90069

Order Number	23086822
Contact	Adrian Byrne
Attorney	Adrian Byrne
Billing Code	LEMUS, KEVIN
Case Title	KEVIN LEMUS, AN INDIVIDUAL, et al. vs JOSEPH ULLMAN, AN INDIVIDUAL, et al.
Court	Superior Court of California, Los Angeles County
Court Transaction Number	24LA00982700
Case Number	24STCV14397
Documents	Complaint,Civil Case Cover Sheet,Civil Case Cover Sheet,Summons

ONE LEGAL FEES	AMOUNT
Court Technology Access Fee	\$4.20
Court Filing Fee	\$435.00
eFiling Charge	\$14.95
Convenience Fee‡	\$13.40
SUBTOTAL	\$467.55

FEES SUMMARY	AMOUNT
One Legal Fees	\$467.55
Sales Tax	\$0.00
TOTAL CHARGED	\$467.55

* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.