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Aggrieved Employees
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN DIEGO**

10 JEROD GOLDMAN, in his representative
capacity, on behalf of the State of California, the
11 general public, and all aggrieved employees,

12 Plaintiff,

13 v.

14 BILL HOWE PLUMBING INC., a California
Corporation; and DOES 1 through 50, inclusive,

15 Defendants.
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Case No.: 37-2024-00019731-CU-OE-CTL

*[Assigned for All Purposes to the Honorable
Marcella O. McLaughlin]*

**DECLARATION OF VILMARIE CORDERO
IN SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND REQUEST FOR AWARD
OF ATTORNEYS' FEES, COSTS,
ENHANCEMENT AWARD, AND
SETTLEMENT ADMINISTRATION
EXPENSES**

[IMAGED FILE]

Date: September 24, 2026
Time: 9:30 a.m.
Dept: C-72
Judge: Hon. Marcella O. McLaughlin

Complaint Filed: April 26, 2024
Trial Date: None set

*[Notice of Motion; Memorandum of Points and
Authorities; the Declaration of Jerod Goldman;
and [Proposed] Order are filed concurrently
herewith]*

1 I, Vilmarie Cordero, declare as follows:

2 1. I am an attorney at law licensed to practice before all courts of the State of California. I am
3 a managing shareholder of ARCH Legal, P.C. ("ARCH Legal" FKA "GrahamHollis, APC") in San Diego,
4 California. My firm is the counsel of record for Plaintiff Jerod Goldman ("Plaintiff"). Associate Attorney
5 Allison E. Schubert and myself are the attorneys primarily handling this case. I am thoroughly familiar
6 with and have personal knowledge of all the facts set forth herein, except as otherwise stated. If called as
7 a witness, I could and would competently testify to the information set forth below.

8 2. I submit this declaration¹ in support of Plaintiff's Unopposed Motion for Approval of
9 PAGA Settlement and Request for Award of Attorneys' Fees, Costs, Enhancement Award, and Settlement
10 Administration Expenses ("Approval Motion"), which seeks an order:

- 11 ▪ Granting approval of the Settlement;
- 12 ▪ Appointing Apex Class Action, LLC as the Settlement Administrator;
- 13 ▪ Approving Settlement Administration Expenses in the amount of \$3,740 to be paid
14 to the Settlement Administrator;
- 15 ▪ Awarding an Enhancement Award of \$2,500 to Plaintiff;
- 16 ▪ Awarding attorneys' fees in the amount of \$65,625 (35% of the Gross Settlement
17 Amount) to ARCH Legal; and
- 18 ▪ Awarding litigation costs in the amount of \$12,720.25 to ARCH Legal.

19 3. A true and correct copy of the parties' fully executed PAGA Settlement Agreement and
20 Release of PAGA Claims ("Settlement Agreement") is attached hereto as **Exhibit 1** and is incorporated
21 herein by reference.

22 4. A true and correct copy of the letter explaining the Settlement that will be sent out to each
23 of the Aggrieved Employees ("PAGA Explanatory Letter") is attached as **Exhibit A** to the Settlement
24 Agreement and is incorporated herein by reference.

25 5. In accordance with the Private Attorneys General Act of 2004 ("PAGA"), my office
26 submitted the Settlement Agreement, Notice of Motion, and Memorandum of Points and Authorities to
27 _____

28 ¹ To the extent the terms used in this Approval Motion are defined in the Settlement Agreement, the
defined terms contained herein shall have the same meaning as set forth in the Settlement Agreement.

1 the California Labor and Workforce Development Agency (“LWDA”) on September 1, 2026. A true and
2 correct copy of the September 1, 2026, confirmation of submission is attached hereto as **Exhibit 2** and
3 incorporated herein by reference.

4 **CASE BACKGROUND AND PROCEDURAL HISTORY**

5 6. Between February 8, 2022, to July 14, 2023, Plaintiff was employed by Defendant
6 Bill Howe Plumbing, Inc. (“Defendant”) as an apprentice and plumber. During the course of his
7 employment, Plaintiff was classified as a non-exempt employee. From February 8, 2022, to September 22,
8 2022, Plaintiff was paid an hourly wage. Thereafter, Plaintiff alleges his compensation structure changed
9 from an hourly wage to piece-rate pursuant to the Productivity Bonus Compensation Policy (the
10 “Compensation Policy”).

11 7. On February 20, 2024, Plaintiff notified the LWDA and Defendant of his intent to assert
12 the rights granted to him under PAGA. A true and correct copy of the February 20, 2024, PAGA notice is
13 attached hereto as **Exhibit 3**.

14 8. On April 26, 2024, Plaintiff filed a PAGA representative action against Defendant in this
15 Court on behalf of all current and former non-exempt employees who worked for Defendant in California
16 at any time from February 20, 2023, through and including the last date of trial.

17 9. On June 24, 2024, Defendant filed a Motion to Compel Plaintiff to arbitration and stay
18 proceedings. Plaintiff filed an opposition on January 27, 2025. On August 18, 2025, the Court denied
19 Defendant’s motion on the basis that Plaintiff was not seeking individual PAGA relief and his
20 representative PAGA claims could not be compelled to arbitration.

21 10. On October 13, 2025, Defendant filed its notice of appeal of the Court’s ruling denying
22 the Motion to Compel Arbitration and Stay Proceedings.

23 11. On October 15, 2025, the parties scheduled private mediation with Daniel J. Turner, Esq.,
24 to resolve Plaintiff’s PAGA claims.

25 12. On October 30, 2025, pursuant to the parties’ joint request, the Court stayed the action
26 until the later of 30 days after completion of mediation scheduled for June 29, 2026, or a ruling by the
27 California Court of Appeal on Defendant’s appeal of the Court’s Order denying its Motion to Compel
28 Arbitration and Stay Proceedings.

1 13. On June 29, 2026, the parties attended mediation with Daniel J. Turner, Esq., which
2 resulted in a settlement of Plaintiff's PAGA claims.

3 14. On July 17, 2026, as a condition of the Settlement Agreement, Plaintiff provided the
4 LWDA and Defendant with an amended PAGA notice alleging reimbursement violations. A true and
5 correct copy of the July 17, 2026, PAGA notice is attached hereto as **Exhibit 4.**²

6 15. Pursuant to the Settlement Agreement, Plaintiff filed a Joint Stipulation for Leave to File
7 a First Amended Complaint on August 7, 2026. As of the date of this declaration, the Court has not entered
8 an Order granting or denying the Joint Stipulation.

9 16. Once filed, the FAC will become the operative complaint. The FAC alleges that Defendant
10 violated the Labor Code by: (1) failing to provide legally compliant meal periods and/or timely pay meal
11 premiums; (2) failing to provide legally compliant rest periods and/or timely pay rest premiums; (3) failing
12 to pay all minimum, regular, overtime and/or double time wages; (4) failing to timely pay all wages during
13 employment; (5) failing to timely pay wages due and owed upon separation of employment and the
14 required waiting time penalties; (6) failing to furnish accurate, itemized wage statements; (7) failing to
15 maintain accurate records; and (8) failing to reimburse for necessary business expenditures.

16 17. Since its inception, Defendant has vehemently denied any liability or wrongdoing of any
17 kind associated with the claims asserted in this action. Among other things, Defendant contends that it
18 timely paid all wages owed, including at the time of separation of employment; provided all meal and rest
19 periods; consistently provided accurate itemized wage statements; consistently maintained accurate
20 records; and reimbursed all necessary business expenses. Defendant maintains that it did not engage in
21 any Labor Code violations and that Plaintiff will not be able to demonstrate liability under PAGA.

22 **INVESTIGATION AND DISCOVERY**

23 18. The parties engaged in extensive informal discovery in connection with this action prior
24 to mediation.

25 19. In response to Plaintiff's statutory request for employment records, Defendant produced
26

27 ² The statutory notice period for the amended PAGA notice expires on September 20, 2026. Plaintiff will
28 notify the Court of any notice from the LWDA of its intent to investigate the claims alleged in the amended
PAGA notice at the hearing on Plaintiff's Motion.

1 Plaintiff's time records, wage statements, reimbursement forms, Compensation Plan, and other
2 agreements signed by Plaintiff. Plaintiff's counsel spent a significant amount of time researching the
3 legality of Defendant's alleged piece-rate compensation scheme and the incidence of meal and rest break
4 violations as reflected in Plaintiff's records.

5 20. Following the parties' agreement to mediate Plaintiff's PAGA claims, Defendant
6 produced its written policies and procedures relating to the claims asserted, including an employee
7 handbook and the Compensation Policy, which described the compensation structure. Defendant also
8 produced time records, wage statements, and commission calculation worksheets for a randomly selected
9 25-percent sample of Aggrieved Employees. Defendant further provided data points related to the number
10 of Aggrieved Employees, the total number of pay periods, and the total number of meal and rest premiums
11 paid. Finally, Defendant produced exemplar severance agreements. Following a thorough review of these
12 documents, Plaintiff's counsel was able to make a detailed assessment of the strength and weaknesses of
13 Plaintiff's claims, as well as Defendant's total potential liability.

14 21. Based on my experience litigating almost exclusively wage and hour claims for the past
15 16 years, I believe the information obtained and exchanged between the parties was sufficient for the
16 parties to make an informed decision about the resolution of this case.

17 **MEDIATION AND SETTLEMENT**

18 22. On June 29, 2026, the parties participated in a full-day mediation before Daniel J. Turner,
19 Esq., an experienced and well-respected mediator. During mediation, the parties engaged in good-faith,
20 non-collusive negotiations and discussed the realistic exposure to Defendant and the relative strengths and
21 weaknesses of the claims.

22 23. With the mediator's assistance, the parties reached an agreement to settle Plaintiff's
23 PAGA claims. Over the following month, the parties finalized the terms of the Settlement Agreement.

24 24. The Settlement Agreement releases claims for civil penalties under the PAGA on behalf
25 of Plaintiff and all current and former non-exempt employees who held the position of Plumber with
26 Defendant Bill Howe Plumbing Inc., in the State of California at any time from February 20, 2023, through
27 August 28, 2026 (the "Aggrieved Employees").

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EVALUATION OF THE PAGA CLAIMS FOR SETTLEMENT PURPOSES

25. The default formula used to calculate civil penalties under PAGA is as follows: (Initial Violation Penalty) x (Total Number of Employees during the PAGA Period) x (Total Number of Pay Periods during the PAGA Period). However, because this formula presumes that a violation occurs at least once per employee, per pay period, Plaintiff's counsel modified the formula to reflect the applicable violation rate for each claim based on the evidence obtained and Plaintiff's experiences and observations.

26. To evaluate Defendant's potential liability, Plaintiff's counsel used the following formula: (Initial Violation Penalty) x (Violation Rate) x (Number of Pay Periods During Relevant Period).

27. Plaintiff's counsel determined that Defendant's maximum potential liability was approximately \$2,171,695. This amount represents the maximum exposure Defendant could potentially face based on an "everything goes right" scenario for all claims, as well as the presumption that the Court would permit stacking—a practice now proscribed by the PAGA amendments—and would not reduce the civil penalties as "unjust, arbitrary and oppressive or confiscatory."

A. For the failure to provide compliant meal periods claim, Plaintiff's counsel used the civil penalty outlined in Labor Code section 558 and determined that the maximum value of this claim was approximately \$207,375 (5,925 pay periods x 70% violation rate x \$50 penalty). The violation rate was ascertained through an analysis of Aggrieved Employees' time records, which reflect facial meal period violations.

B. For the failure to provide compliant rest periods claim, Plaintiff's counsel used the civil penalty outlined in Labor Code section 2699(f) and determined that the maximum value of this claim was approximately \$444,375 (5,925 pay periods x 75% violation rate x \$100 penalty). The violation rate was ascertained through an analysis of Aggrieved Employees' time records, which Plaintiff believes reflect facial rest period violations. Specifically, Aggrieved Employees' time records accounted for "idle time" during their shifts. Plaintiff's counsel determined that 75% of pay periods in the sample had at least one shift that was more than 3.5 hours in length and reported less than 10 minutes of "idle time."

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- C. For the failure to pay minimum wages, Plaintiff's counsel used the civil penalty outlined in Labor Code section 1197.1 and determined that the maximum value of this claim was approximately \$526,733 (5,925 pay periods x 89% violation rate x \$100 penalty). Based on an analysis of the time and pay records, Plaintiff determined there to be an 89% violation rate for unpaid minimum wages based on Defendant's alleged practice of recharacterizing piece-rate compensation as hourly wages and commission wages. Under this compensation scheme, Plaintiff alleges that Defendant failed to pay at least minimum wages for rest period time and other non-productive time.
- D. For the failure to pay overtime wages, Plaintiff's counsel used the civil penalty outlined in Labor Code section 558 and determined that the maximum value of this claim was approximately \$263,663 (5,925 pay periods x 89% violation rate x \$50 penalty). Based on an analysis of the time and pay records, Plaintiff determined there to be an 89% violation rate for unpaid overtime wages based on Defendant's alleged practice of failing to separately compensate employees for rest periods and other nonproductive time, which caused those earnings to be excluded from the regular rate of pay for purposes of paying overtime wages to Aggrieved Employees.
- E. For the failure to pay waiting time penalties claim, Plaintiff's counsel used the civil penalty outlined in Labor Code section 2699(f) and determined that based on the 41 Aggrieved Employees who were former employees, the value of this claim was approximately \$4,100 (41 former employees x \$100 penalty).
- F. For the failure to provide accurate itemized wage statements claim, Plaintiff's counsel used the civil penalty outlined in Labor Code section 2699(f) and determined that the maximum value of the claim was \$527,325 (5,925 pay periods x 89% violation rate x \$100 penalty).
- G. For the failure to maintain accurate records, Plaintiff's counsel used the civil penalty outlined in Labor Code section 1174.5 and determined that based on the 100 Aggrieved Employees for whom Defendant allegedly did not maintain accurate

records, the value of this claim was approximately \$50,000 (100 employees x \$500 penalty).

H. For the failure to reimburse for necessary business expenses, Plaintiff's counsel used the civil penalty outlined in Labor Code section 2699(f) and determined that the maximum value of this claim was approximately \$148,125 (5,925 pay periods x 25% violation rate x \$100 penalty). The violation rate was determined based on the records provided for Plaintiff reflecting alleged non-reimbursement of tool purchases.

28. During the course of the litigation, the parties engaged in numerous and extensive discussions regarding the factual and legal issues presented in this litigation. Defendant has consistently denied any wrongdoing. Although Plaintiff maintains that all claims are meritorious and believes he would have prevailed had he taken the issues to trial, Plaintiff acknowledges that Defendant possesses legitimate defenses to liability, manageability, and the recovery of civil penalties.

29. For instance, Plaintiff's meal and rest period claims are premised on the assertion that Plaintiff and other Aggrieved Employees were required to remain available for dispatched service calls and were, at times, unable to cease work until a job was completed, preventing them from taking compliant meal and rest periods. Defendant, however, asserts that it provided Plaintiff and other Aggrieved Employees with all compliant meal and rest periods to which they were entitled, and that any non-compliant meal and rest periods were taken voluntarily as indicated by employee attestations. Defendant asserts that "idle time" in the time records is not synonymous with rest break time and that all Aggrieved Employees were authorized and permitted to take rest breaks while on the job. Defendant further claims that, to the extent any non-compliant meal periods occurred, meal period premiums were paid to Plaintiff and other Aggrieved Employees. Such considerations posed a substantial obstacle for Plaintiff to maintain his meal and rest period claims and to recover the full amount of civil penalties sought for these claims.

30. Plaintiff's unpaid minimum and overtime wage claims are based on Plaintiff's assertion that Defendant recharacterized piece-rate compensation as hourly wages and commission wages in order to avoid separately compensating employees for rest periods and other nonproductive time. Plaintiff

1 asserts that he and other Aggrieved Employees could not be paid commissions because they were not
2 principally involved in selling products or services; instead, Aggrieved Employees were paid a set amount
3 for the completion of each job and therefore were piece-rate employees. Plaintiff contends, based on a
4 review of the time and payroll records, that Defendant did not separately pay Aggrieved Employees for
5 time taking rest periods or other non-productive time because they were only paid the exact amount of
6 piece-rate earnings owed under the Compensation Plan. Because Defendant allegedly failed to separately
7 pay for rest break and other non-productive time, Defendant also failed to include those earnings in the
8 regular rate of pay for purposes of paying overtime wages to Aggrieved Employees. Defendant, however,
9 contends that Aggrieved Employees were paid hourly plus bonuses, and that its compensation scheme is
10 permissible under controlling case law given that the payroll records reflect that Aggrieved Employees
11 are paid more than minimum wage for all hours worked, even for non-productive time. Defendant further
12 contends it was acting in good faith and had reasonable grounds for believing that its compensation
13 methods were lawful.

14 31. As to the claim for failure to pay waiting time penalties, Defendant would likely assert a
15 “good faith” defense that there were not any unpaid wages, which would preclude the imposition of
16 waiting time penalties, or at the very least, substantially reduce the value of this claim. Further, this is a
17 derivative claim and thus is dependent on the substantive violations that are alleged. *See, e.g., Road*
18 *Sprinkler Fitters Local Union No. 669 v. G&G Fire Sprinklers, Inc.*, 102 Cal. App. 4th 765, 782-83 (2002)
19 (a mistaken belief that wages are not owed may negate a finding of willfulness); *Nordstrom Commissions*
20 *Cases*, 186 Cal. App. 4th 576, 584 (2010) (discounting penalties on a Section 203 claim because a “good
21 faith dispute” existed regarding the claimed wages).

22 32. Plaintiff’s claim for failure to provide accurate itemized wage statements is derivative of
23 his meal and rest period and unpaid wages claims. Specifically, Plaintiff alleges that the wage statements
24 are deficient because (a) Defendant reported piece-rate earnings as hourly and/or commission wages;
25 (b) Defendant failed to report nonproductive work-time as required by Labor Code section 226.2(a)(2);
26 (c) Defendant did not properly calculate and report the regular rate of pay for overtime wages; and
27 (d) Defendant failed to pay all meal and/or rest period premiums owed. Defendant contends that to the
28 extent Plaintiff and the Aggrieved Employees received wage statements that were allegedly inaccurate,

1 they suffered no actual damage or harm as a result. *See, e.g., Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.
2 App. 5th 1308, 1337 (2018) (“[O]nly the absence of the hours worked will give rise to an inference of
3 injury; the absence of accurate wages earned will be remedied by the violated wage and hour law
4 itself...”). In addition, inadvertent mistakes and clerical errors are also good faith defenses to the wage
5 statement claim. Lab. Code § 226(e)(3); *Harris v. Vector Marketing Corp.*, 656 F. Supp. 2d 1128, 1145-
6 46 (N.D. Cal. 2009) (summary adjudication on plaintiff’s Section 226 claim was warranted because the
7 record lacked evidence that conduct was knowing or willful).

8 33. Because Plaintiff’s claims are based solely on PAGA violations, had he proceeded to trial,
9 there is a substantial risk that any penalties assessed would have been reduced under Labor Code section
10 2699(e)(2), which permits a court to reduce the award of penalties if the full amount of penalties would
11 be “unjust, arbitrary, and oppressive or confiscatory.”

12 34. In reaching the settlement, my office carefully considered the following: information and
13 documents obtained in informal discovery; the common experience of the Aggrieved Employees as
14 determined through communications with Plaintiff and a thorough analysis of a 25-percent sample of time
15 and pay records; the strength of the case versus the amount offered in settlement; the risk, expense,
16 complexity, and likely duration of further litigation; the present state of the law as it applies to the claims
17 asserted; and the burdens of proof necessary to establish liability against Defendant.

18 35. In light of Defendant’s asserted defenses and the Court’s ability to reduce the amount of
19 civil penalties awarded, it would be reasonable to apply a 50% discount for likelihood of success on all
20 PAGA claims and an additional 50% discount to account for a discretionary reduction in value of PAGA
21 penalties, resulting in a more realistic value of the PAGA claims at \$542,923.75. The Gross Settlement
22 Amount of \$187,500 accounts for approximately 35% of this amount. While this represents a significant
23 discount, assuming Plaintiff prevailed on all issues, established liability, and proved the civil penalties as
24 estimated, this reduction is an extremely reasonable compromise considering the substantial risk Plaintiff
25 may face in proving liability and determining the civil penalties. The settlement strikes a balance between
26 the interests of all parties, including the State of California, the general public, and the Aggrieved
27 Employees by providing timely relief while still penalizing Defendant for the violations alleged.

28 36. The settlement will provide Aggrieved Employees with a financial recovery and

1 extinguish the risks associated with continuing the litigation and any appeals that would likely be filed
2 following a judgment in Plaintiff's favor. Indeed, such efforts by Defendant would likely result in a delay
3 of several years before this case could finally be resolved and both parties would incur substantially more
4 in attorneys' fees and costs, whereas the settlement provides the State and the employees with a significant
5 and timely recovery, making it well within the range of reasonableness.

6 37. I believe that the Gross Settlement Amount of \$187,500 provides a real and substantial
7 benefit to the Aggrieved Employees and the State of California. This is particularly true considering the
8 highly disputed nature of the claims, the risks associated with continued litigation, and the potential for
9 Defendant prevailing in its appeal. The parties' determination of the fair value of the settlement was based
10 on a number of factors, including an investigation of the applicable law as it applied to the facts discovered,
11 the suitability of the case for trial, the PAGA claims and associated civil penalties, Defendant's potential
12 defenses, and the Court's authority to reduce any civil penalties awarded. Based on my experience, I
13 believe the settlement is a fair and reasonable compromise.

14 **PLAINTIFF'S ENHANCEMENT AWARD**

15 38. The Settlement Agreement provides that Plaintiff may request, and Plaintiff does so
16 request, a PAGA Representative Enhancement Award of \$2,500. The Enhancement Award is in addition
17 to any other payment made to Plaintiff under the settlement.

18 39. My firm has spent a tremendous amount of time communicating and working with
19 Plaintiff over the course of the past three years. Plaintiff has kept in regular contact with my office,
20 provided relevant and helpful information to this litigation, and responded to all communications in a
21 timely manner. Plaintiff provided factual information and documentation that was critical to our
22 understanding of the case. He engaged in several telephonic conferences to discuss the circumstances
23 surrounding the execution of Defendant's arbitration agreement and assisted in the preparation of a
24 detailed declaration in support of his opposition to Defendant's motion to compel arbitration. Plaintiff also
25 assisted my office in preparing for mediation by thoroughly explaining Defendant's policies and practices,
26 and further remained available during the mediation session, by telephone and text message, to answer
27 questions and provide clarification as to the day-to-day issues faced by Aggrieved Employees. With
28 Plaintiff's assistance, my office was able to negotiate a fair and reasonable settlement. Plaintiff has been

involved in all stages of the litigation and has worked diligently to represent the interests of the other Aggrieved Employees and the State of California.

40. By stepping forward, Plaintiff jeopardized, and continues to jeopardize, the availability of future employment because his name is now associated with a lawsuit against his former employer. This is particularly true in the internet age where prospective employers may easily discover the lawsuit with a simple search engine inquiry.

41. In my experience, there are few individuals who are willing to step forward to serve as a named representative and put in the hard work, diligence, and personal financial risk that comes with undertaking such a responsibility. Plaintiff's refusal to waiver in his decision to prosecute this case demonstrates that he has, at all times, acted in the best interest of the Aggrieved Employees, the State of California and the general public, and that without his participation and efforts, there undoubtedly would have been no recovery.

42. I believe that the requested Enhancement Award of \$2,500 to Plaintiff is fair and reasonable.

PLAINTIFF'S COUNSEL'S EXPERIENCE

43. I have been a member of the American Bar Association since my admission to the Puerto Rico State Bar in January 2006. I have been a member of the New York State Bar since April 2008, and a member of the State Bar of California since January 2010. I have a Master of Law (LLM) with a concentration in Employment and Labor Law from the University of San Diego School of Law. I have personally tried bench and jury trials to verdict in courts in California and I have represented employees in employment litigation matters since 2008. My involvement in class and representative PAGA litigation spans nearly sixteen years.

44. Over the past ten years, my firm and I have been appointed as class counsel and received adequate and fair settlements in over 150 lawsuits in the district and state courts of California with claims similar to those presented here. Additionally, my firm currently serves as plaintiff's counsel for approximately 50 wage and hour class and representative actions. A list of the cases in which my firm has served as class counsel or currently serves as counsel for plaintiffs in employment actions pending throughout California is attached hereto as **Exhibit 5** and incorporated herein by reference.

45. I have been appointed as class counsel on the following California Superior Court cases – notably *Chavez v. Real Time Staffing Services, Inc.* settled for \$1.9 million on behalf of 3,120 class members, and Judge Medel awarded 35% in fees; *Escoto-Miranda v. Evans Tire & Service Centers, Inc.* settled for \$800,000 on behalf of 450 class members, and Judge Strauss awarded 33% in fees; *Subia v. National Securities Industries, Inc.* in the Superior Court for the County of Santa Clara, which settled for \$275,000 on behalf of 187 class members, and Judge Lucas awarded 30% in fees; *Flannery v. AGR Group*, settled for \$1,324,937 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees; *Costa v. Altman Specialty Plants, Inc.*, settled for \$2.4 million on behalf of 4,414 class members; *Parmelee v. Driveline Retail Merchandising, Inc.* settled for \$1,000,000 on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees; *Stafford v. Dollar Tree Stores, Inc.*, settled for \$4.6 million on behalf of approximately 5,000 class members and Judge Paul L. Beeman awarded 33 and 1/3% in fees; *Digiaco v. Michael Castelli, Inc.*, Superior Court of the County of Riverside, which settled for \$225,000 on behalf of approximately 35 class members and Judge Waters awarded 33% in fees.

46. Allison E. Schubert is an attorney at my firm and the primary associate on this case. Ms. Schubert received her law degree from University of San Diego School of Law in May 2021, where she graduated *magna cum laude*. Ms. Schubert was admitted to the State Bar of California in November 2021. Prior to her admission to the bar, Ms. Schubert worked as a law clerk at my firm, gaining significant experience in employment wage and hour matters. Since 2021, she has represented employees in class and representative actions in both state and federal court.

47. Ms. Schubert has served as class and/or representative counsel in the following cases: *Cesar Escalante, et al. v. Urth Payroll Services, Inc.*, Superior Court for the County of Los Angeles, which settled for \$625,000 on behalf of 1,999 aggrieved employees, and Judge Traber awarded fees of 40%; *Juan Carlos Corral v. Staples The Office Superstore LLC*, United States District Court Central District, which settled for \$800,000 on behalf of 2,289 class members and 2,525 aggrieved employees, and Judge Scarsi approved fees of 33.33%; *Florencio Quiroz, et al. v. Prestige Gunite, LP, et al.*, Superior Court for the County of Contra Costa, which settled for \$480,637.19 on behalf of 86 class members, and Judge Treat approved fees of \$167,879.05; *Anthony Bernardo v. FirstElement Fuel, Inc.*, Superior Court for the County of Orange, which settled for \$751,000 on behalf of 119 class members, and Judge Cluster

1 approved fees of 33.33%; *Krizia Coombes, et al. v. HR Support*, Superior Court for the County of
2 Alameda, which settled for \$525,000 on behalf of 1,199 class members, and Judge Markman awarded
3 \$175,000 in fees; *Artibee v. CoreLogic Credco*, Superior Court for the County of San Diego, which settled
4 for \$694,180 on behalf of 265 class members, and Judge Bacal awarded 1/3 in fees; *Mario Arredondo Jr.,*
5 *et al. v. Pinkerton Consulting & Investigations Inc.*, Superior Court for the County of San Diego, which
6 settled for \$1,350,000 on behalf of 235 class members, and Judge Pollack awarded 1/3 in fees; *Muzquiz*
7 *v. Briles Aerospace, LLC*, Superior Court for the County of Los Angeles, which settled for \$252,000 on
8 behalf of 69 aggrieved employees, and Judge Rice awarded \$84,000 in fees; and *Sy, et al. v. Pacific Rim*
9 *Mechanical Contractors Inc.*, Superior Court for the County of San Diego, which settled for \$2,000,000
10 on behalf of 1,197 class members, and Judge Pollack awarded 1/3 in fees. Ms. Schubert has also certified
11 two employment class actions, and recently obtained a \$919,964 judgment in a wage and hour class and
12 PAGA action following a bench trial in Orange County Superior Court.

13 48. The other shareholders and I have considerable experience handling complex cases with
14 claims similar to those asserted in this matter and have successfully represented tens of thousands of
15 employees in state and federal courts throughout California.

16 **ATTORNEYS' FEES AND LITIGATION COSTS**

17 49. In accordance with the Settlement Agreement, Plaintiff's Counsel requests an award of
18 attorneys' fees in the amount of \$65,625 or 35-percent of the Gross Settlement Amount, plus
19 reimbursement of costs in the amount of \$12,720.25.

20 50. As set forth above, the proposed Settlement before the Court is a great result for the
21 Aggrieved Employees, the State of California, and the general public because it achieves the enforcement
22 objective of the PAGA statute, while providing timely relief to the State and the Aggrieved Employees.

23 51. In my experience, plaintiffs in employment law cases are typically unable to pay their
24 attorneys on an hourly basis and can only obtain representation if they can find counsel who are willing
25 to accept their case on a contingency basis and advance either all or a significant portion of the costs. To
26 that end, it is important that competent counsel is incentivized to bring complex and risky contingency
27 cases, such as this case, by awarding attorneys' fees that are commensurate with the fees that the attorneys
28 would have received had they negotiated a fee arrangement with Plaintiff ex ante.

52. Although case law supports fee awards as high as 50-percent on common settlement funds of less than \$10 million, Plaintiff's Counsel's request for an award of attorneys' fees in the amount of \$65,625, representing 35-percent of the Gross Settlement Amount, is both reasonable and fair in light of the amount of work performed and the amount of resources and labor employed in the prosecution of this action. Based on my experience and knowledge of the relevant legal market for wage and hour class actions, these amounts accurately reflect the marketplace for similar representation of plaintiffs in wage and hour cases on a contingency basis.

53. ARCH Legal has taken on substantial risk and expense in order to achieve the ultimate result in this matter. My firm bore the risk and costs of this action on a pure contingency basis with no guarantee that any of the fees or costs incurred would ever be recovered. ARCH Legal was also precluded from taking other fee-generating employment, since this action occupied a significant portion of my firm's time and resources. To date, ARCH Legal has not been compensated for any of its time or expenses since this action began.

54. In making a fee request in representative actions such as this, I always analyze the factors that a court must consider in awarding attorneys' fees, and I believe that the circumstances in this case justify the \$65,625 attorneys' fees award sought. From the beginning, this case presented unique challenges for Plaintiff, both factually and legally, and liability was highly contested. Defendant vigorously opposed Plaintiff's claims. I believe that my firm's knowledge and experience, combined with our persistent efforts, enabled us to work through these issues and combat Defendant's rigorous defense strategy. The results achieved by this Settlement were due, in large part, to our knowledge, experience and commitment to the litigation.

55. I believe an attorneys' fees award of \$65,625 is fair and reasonable and is well within the range of what is typically charged in the marketplace. ARCH Legal's fee request, as expressed and contemplated in the Settlement Agreement, is in line with other settlements approved in California.

56. My firm demonstrated substantial skill, diligence, and efficiency in achieving the proposed Settlement, despite the aggressive defense strategy mounted by Defendant, and I believe an award of 35-percent of the common fund represents fair compensation for the high quality of our work and the excellent results achieved.

57. The reasonableness of the requested award is undoubtedly supported by a lodestar cross-check. Indeed, there has been a considerable amount of work performed by my firm in this action over the past three years.

58. ARCH Legal keeps contemporaneous billing records, which reflect time billed in one-tenth hour increments. My firm's lodestar to date is \$204,030.50 which represents a total of 417.9 hours worked on this action, including time that will be spent attending the hearing on this motion and assisting with the administration of the settlement.

59. In setting the hourly rates for myself and my associates, I consulted with attorneys with reputations, experience, and law practices similar to my firm and determined that the rates we charge are reasonable and are consistent with the prevailing market rates for attorneys and paralegals of comparable levels of experience, whether nationally or locally. Our rates also compare very favorably with rates approved by trial courts in similar class action litigation.

60. The billing rates for the lawyers who primarily worked on this case are as follows:

Timekeeper	Billable Rate
Vilmarie Cordero/Shareholder (Admitted 2006 PR/2008 NYS/2010 CA)	\$1,100
Allison E. Schubert/Associate (Admitted 2021)	\$575
Brisa Martinez/ Associate (Admitted 2022)	\$525

61. These rates reflect the usual and customary rates charged by my firm for handling complex litigation such as this. Wage and hour litigation forms the vast majority of my firm's current work, and we have developed a high level of skill and competence in this field of litigation. The hourly rates are fair and reasonable given the nature and complexity of this litigation and the experience level of each timekeeper.

62. After exercising shareholder discretion in reducing some billed hours, the following summarizes the hours spent by the respective timekeepers as part of this litigation:³

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³ If the Court finds it appropriate to review the complete billing records, a copy will be made available upon request for an in-camera review.

Timekeeper	Years	Hours	Billable Rate	Lodestar
Vilmarie Cordero/ Shareholder	20	23.3	\$1,100.00	\$25,630.00
Allison E. Schubert/ Associate	5	185.6	\$575.00	\$106,720.00
Brisa Martinez/ Associate	4	59.3	\$525.00	\$31,132.50
Paralegals	-	81.3	\$280	\$22,764.00
Law Clerks	-	57.9	\$260	\$15,054.00
Case Managers	-	10.5	\$260	\$2,730.00
Total		417.9		204,030.50

63. In all instances, the timekeeper indicates the date and the amount of time spent on a task in one-tenth of an hour increments, describes the work that was performed during the indicated time period, and identifies the matter to which the time should be charged. ARCH Legal's time records on this matter include, but are not limited to, time spent investigating and researching the legal issues raised in this action; drafting the written notices to the LWDA; preparing the complaint and other legal pleadings; preparing the opposition to Defendant's motion to compel arbitration; drafting and responding to correspondence regarding pending discovery disputes; communicating with Plaintiff; reviewing and analyzing documents produced by Defendant, including hundreds of pages of time and pay records; conducting the damages analysis; drafting a detailed mediation brief; participating in mediation; negotiating the terms of the settlement and finalizing the written agreement; moving for approval of the settlement; preparing for and attending the hearing on Plaintiff's approval motion; and ensuring that the settlement funds are distributed accordingly.

64. The hours spent prosecuting this action are not only reasonable but necessary for the successful prosecution and recovery obtained on behalf of the State, the general public and the Aggrieved Employees.

65. ARCH Legal seeks a PAGA Counsel Costs award in the amount of \$12,720.25 for costs incurred in connection with this action. ARCH Legal maintains accounting records in its ordinary course of business. The costs and expenses identified in the following summary are taken from expense records, receipts, credit card statements, and check records. My firm's litigation costs include filing fees, court fees, postage, attorney services fees, and mediation fees. These types of expenses are those which are customarily billed to fee-paying clients and routinely reimbursed. All of the litigation costs incurred by

ARCH Legal were reasonably and necessarily incurred to effectively prosecute this action, as summarized in the following table:

Summary of Expenses Incurred

DocuSign	\$90.00
Filing/Court Fees	\$1,271.93
Mediation	\$9,000.00
Online Research	\$1,659.36
Postage – Certified Mail	\$59.25
Telephone/Electronic Communications	\$639.71
Total	\$12,720.25

66. Under the circumstances, I believe the requested attorneys' fees and litigation costs are appropriate and should be approved as fair and reasonable.

67. In sum, it is my opinion that this settlement is fair, reasonable, and adequate, and in the best interest of the Aggrieved Employees and the State of California. The settlement is a good result by any measure, particularly considering Defendant's formidable arguments against liability and civil penalties. In light of these issues, and the fact that the settlement was the product of protracted, contentious, and arm's-length negotiations between highly experienced counsel with the assistance of a well-respected neutral third-party mediator, I believe that the settlement should be approved.

68. ARCH Legal does not have any interests or involvement in the governance or work of the *cy pres* recipient Make a Wish Foundation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 1st day of September, 2026 in San Diego, California.

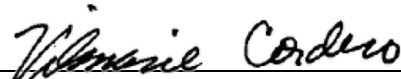

Vilmarie Cordero

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

This PAGA Settlement Agreement and Release of PAGA Claims (“Agreement”) is made by and between Plaintiff Jerod Goldman (“Plaintiff”) and Defendant Bill Howe Plumbing, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s representative PAGA lawsuit against Defendant captioned: *Jerod Goldman v. Bill Howe Plumbing, Inc.* (Superior Court of California, County of San Diego, Case No. 37-2024-00019731-CU-OE-CTL).
- 1.2. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s quote submitted to the Court for approval of this Settlement.
- 1.3. “Aggrieved Employee Data” means Aggrieved Employees’ identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and data sufficient to calculate the number of Pay Periods.
- 1.4. “Court” means the Superior Court of California, County of San Diego.
- 1.5. “Defense Counsel” means the law firm of Fisher & Phillips LLP, including Jason A. Fischbein and Julia F. Drury.
- 1.6. “Effective Date” shall mean the date the Court approves the settlement and enters judgment in the Action.
- 1.7. “Gross Settlement Amount” means \$187,500.00, which is the total amount Defendant agrees to pay under the Settlement as provided in Paragraph 3.1 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, PAGA Representative Enhancement Award, and the Administration Expenses Payment.
- 1.8. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.9. “Judgment” means the judgment entered by the Court based upon the approval of this PAGA Settlement.
- 1.10. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.11. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

- 1.12. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees, PAGA Counsel Costs, the Administration Expenses Payment, and the PAGA Representative Enhancement Award.
- 1.13. “PAGA” means the Private Attorneys General Act (Labor Code § 2698 *et seq.*).
- 1.14. “PAGA Counsel” means ARCH Legal, P.C., including Vilmarie Cordero and Allison E. Schubert, the attorneys representing Plaintiff in the Action.
- 1.15. “PAGA Counsel Fees” and “PAGA Counsel Costs” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred in prosecution of the Action.
- 1.16. “PAGA Notices” means Plaintiff’s February 20, 2024 and July 17, 2026 letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.17. “PAGA Period” means the period from February 20, 2023 until 60 days after (a) June 29, 2026 or (b) the date of Court approval, whichever is earlier, subject to the Escalator Clause in Paragraph 3.1.2 in the event the number of Pay Periods exceeds the 10% threshold at the time of Court approval.
- 1.18. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA.
- 1.19. “PAGA Representative Enhancement Award” means the enhancement payment awarded to Plaintiff in an amount not to exceed \$2,500 in recognition for the work performed as the PAGA representative.
- 1.20. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, i.e., was not on vacation or a leave of absence. Pay Periods shall be calculated using Aggrieved Employees’ hire dates, dates of termination, and rehire dates with respect to relevant roles, as applicable.
- 1.21. “Plaintiff” means Jerod Goldman, the named representative PAGA plaintiff in the Action.
- 1.22. “Released PAGA Claims” means the claims being released by Plaintiff and the State of California (through Plaintiff as a Private Attorney General) as described in Paragraph 5 below.
- 1.23. “Released Parties” means: Defendant and each of its parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors and assigns.
- 1.24. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.25. “Settlement Group” shall consist of all current and former non-exempt employees who held the position of Plumber with Defendant in the State of California at any time from February 20, 2023 through the end of the PAGA Period, also referred to herein as “Aggrieved Employees.”

- 1.26. “Settlement Administrator” means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

2. RECITALS.

- 2.1. On April 26, 2024, Plaintiff commenced the Action by filing a representative PAGA complaint against Defendant seeking civil penalties under the Labor Code and PAGA.
- 2.2. As a condition of this Settlement, Plaintiff will file a First Amended Complaint, the operative complaint, amending the PAGA cause of action to allege that Defendant failed to provide proper and adequate reimbursements pursuant to Labor Code section 2802.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.4. Plaintiff alleges that Defendant violated the Labor Code by (1) failing to provide compliant meal periods and/or timely pay premiums; (2) failing to provide rest periods and/or timely pay premiums; (3) failing to timely pay all minimum, regular, overtime, and/or double time wages; (4) failing to timely pay all wages due during and upon separation of employment; (5) failing to provide accurate itemized wage statements; (6) failing to maintain accurate records; and (7) failing to reimburse for business expenses.
- 2.5. Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, and denies any and all liability for the causes of action alleged therein.
- 2.6. On June 24, 2024, Defendant moved to compel Plaintiff’s PAGA claims to arbitration.
- 2.7. On August 25, 2025, the Court denied Defendant’s motion to compel arbitration.
- 2.8. On October 13, 2025, Defendant filed its notice of appeal of the Court’s ruling denying the motion to compel arbitration (case no. D087051).
- 2.9. On November 14, 2025, the Court entered an Order granting the Parties’ joint stipulation to stay the case until the later of 30 days after the completion of mediation on June 29, 2026, or a ruling by the California Court of Appeal on Defendant’s appeal of the Court’s Order denying the motion to compel arbitration.
- 2.10. On June 29, 2026, the Parties resolved the entirety of the claims alleged by Plaintiff against Defendant (including his individual wage and hour claims and the PAGA claims) at private mediation with Daniel Turner, Esq. The resolution of Plaintiff’s individual, non-PAGA claims is separate from this Agreement.
- 2.11. During the mediation, the Parties engaged in good-faith, arm’s length negotiations. At the conclusion of the mediation, the Parties resolved the Action, subject to the execution of this comprehensive PAGA Settlement Agreement and approval by the Court.

- 2.12. Plaintiff, through his counsel, conducted a significant investigation of the PAGA claims prior to attending the mediation. Plaintiff obtained, through informal discovery, Plaintiff's personnel file, time records, and wage statements; Defendant's written policies and exemplars; and time records, payroll records, and commission calculation worksheets for a 25% random sample of Aggrieved Employees. Plaintiff also received aggregate data, including the total number of pay periods, total number of current and former Aggrieved Employees, and total number of meal and rest premiums paid.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Defendant shall pay a settlement payment of **\$187,500.00**, which will create a non-reversionary common fund (hereinafter "Gross Settlement Amount" or "GSA") inclusive of Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, PAGA Representative Enhancement Award, and the Administrator's Expenses Payment.

3.1.1. Defendant has no obligation to pay the Gross Settlement Amount prior to the funding deadline established herein in Paragraph 4.3 of this Agreement. The Settlement Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.1.2. Escalator Clause. Defendant represents based on a good faith and informed estimate, and available documentation as of June 29, 2026 (the date of the mediation), there are 5,925 Pay Periods worked during the PAGA Period by approximately 100 Aggrieved Employees. In the event the number of Pay Periods during the PAGA Period increases by more than 10% over this estimate (i.e., 6,518 pay periods), then Defendant has the option to either: (1) agree to increase the GSA proportionately by the percentage increase over the 10% threshold (i.e., if there is an 11% increase in the number of Pay Periods in the PAGA Period, the GSA will increase by 1%); or (2) elect to end the PAGA Period on an earlier date, at the Defendant's discretion, in which the amount of pay periods equals but does not exceed the 6,518 pay periods in lieu of paying an increase to the GSA.

- 3.2. Net Settlement Amount. The amount remaining after deducting the Court approved PAGA Counsel Fees and PAGA Counsel Costs, the Administration Expenses Payment, and the PAGA Representative Enhancement Award, shall be known as the "Net Settlement Amount" or "NSA." One Hundred Percent (100%) of the Net Settlement Amount shall be paid as a Labor Code Section 2699 penalty payment and shall be distributed and paid as follows: (i) 75% to the Labor and Workforce Development Agency ("LWDA") and (ii) 25% to the Aggrieved Employees, pursuant to Labor Code section 2699(i). The 25% to be paid to the Aggrieved Employees shall be divided among all Aggrieved Employees based on each Aggrieved Employees' respective number of Pay Periods worked for Defendant in California during the PAGA Period.

- 3.3. Administration Expenses Payment. The reasonable costs incurred by the Settlement Administrator in administering the settlement, as approved by the Court, shall be deducted from the GSA and are

currently estimated not to exceed \$3,740.00. Any reduction by the Court of this request will revert to the NSA.

- 3.4. PAGA Counsel Fees. Defendant will not oppose PAGA Counsel's request for attorneys' fees for up to thirty-five percent (35%) of the Gross Settlement Amount or \$65,625.00. Any reduction by the Court of this request will revert to the NSA.
- 3.5. PAGA Counsel Costs. Defendant will not oppose PAGA Counsel's requests for reimbursement of the actually incurred litigation costs. Any reduction by the Court of this request will revert to the NSA.
- 3.6. PAGA Representative Enhancement Payment. Subject to Court approval, Plaintiff will seek an enhancement payment in an amount not to exceed \$2,500 from the GSA for the work performed as the PAGA representative. Any reduction by the Court of these requests will revert to the NSA.
- 3.7. The LWDA PAGA Payment. The LWDA PAGA Payment shall be 75% of the NSA.
- 3.8. The Individual PAGA Payments. The Individual PAGA Payments to the Aggrieved Employees will be calculated based on the respective number of Pay Periods each Aggrieved Employee worked during the PAGA Period. It shall be the duty of the Settlement Administrator to calculate the respective number of Pay Periods for each Aggrieved Employee. The Settlement Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if applicable. The payments to Aggrieved Employees are entirely civil penalties.
 - 3.8.1. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the 25% portion of the NSA by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods.

4. SETTLEMENT ADMINISTRATION AND FUNDING.

- 4.1. Settlement Administrator. The Parties agree that Apex Class Action LLC will manage the administration of this Settlement. The Parties have verified that Apex Class Action LLC, as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements. The Parties agree that the Settlement Administrator will administer this settlement and will issue to Aggrieved Employees a Form 1099 for all amounts paid as penalties. The Settlement Administrator has a duty to perform or observe all tasks contained in this Agreement or otherwise.
- 4.2. Qualified Settlement Fund. The Settlement Administrator is responsible for establishing the Qualified Settlement Fund ("QSF"). The QSF shall be an interest-bearing account within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq., at a federally insured bank that is mutually acceptable to the Parties and

the Settlement Administrator. The Settlement Administrator shall serve as a Trustee of the QSF and shall act as a fiduciary with handling of all tax-related issues, reporting, and payments. The Settlement Administrator shall act in a manner necessary to qualify and maintain the QSF as a Qualified Settlement Fund and the Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Parties agree that the QSF shall be a non-reversionary fund and that under no circumstance will there be any reversion to Defendant of any of the funds from the QSF or the GSA.

- 4.3. Aggrieved Employees Totals. Based on its records, Defendant estimates that, as of June 29, 2026, there were 100 Aggrieved Employees who had worked a total of 5,925 Pay Periods. The Settlement Administrator shall have the final authority in calculating the total Pay Periods worked by the Aggrieved Employees during the PAGA Period, calculated pursuant to the terms of this Agreement. If the total Pay Periods exceeds the estimated amount by 10%, the Settlement Administrator shall notify the Parties within five (5) calendar days of receipt of the Aggrieved Employee Data. Defendant shall have seven (7) business days to decide whether to end the PAGA Period on an earlier date or to make any additional settlement payments in accordance with the Escalator Clause in this Settlement.
- 4.4. Aggrieved Employee Data. No later than fifteen (15) calendar days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet or substantially similar format. The Settlement Administrator must maintain the Aggrieved Employee Data secured and in strict confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to the Settlement Administrator's employees who need access to the Aggrieved Employee Data to effect and perform the terms under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.5. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Settlement Administrator no later than forty-five (45) calendar days after the Effective Date.
- 4.6. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will distribute the Administration Expenses Payment, PAGA Counsel Fees, PAGA Counsel Costs, and PAGA Representative Enhancement Payment.
- 4.7. Mailing of Individual PAGA Payments. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall mail the PAGA Explanatory Letter (attached hereto as **Exhibit A**) along with the Individual PAGA Payments to all Aggrieved Employees by first-class U.S. mail. Prior to mailing, the Settlement Administrator shall perform a

National Change of Address (NCOA) search and an Accurint®, (or substantially similar) in-depth skip trace to obtain the best possible address for the Aggrieved Employee.

- 4.7.1. The face of each Individual PAGA Payment check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Settlement Administrator will cancel all checks not cashed by the void date. Thereafter, any settlement check to an Aggrieved Employee that is not collected within one hundred eighty (180) days of mailing to the Aggrieved Employees shall be cancelled, and funds associated with the check shall be transmitted to the Make a Wish Foundation. The Parties, PAGA Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise with the intended Cy Pres recipient.
- 4.8. Undeliverable Checks. The Settlement Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, or as requested by the Aggrieved Employee prior to the void date.
 - 4.8.1. If an Individual PAGA Payment is returned as undeliverable with a forwarding address provided by the United States Postal Service before the void date, the Settlement Administrator will promptly resend the Explanatory Letter and Individual PAGA Payment to that forwarding address. If any Individual PAGA Payment is returned from any mailing and/or re-mailed, the Settlement Administrator will note for its own records and notify the Parties' Counsel of the date of such re-mailings as part of a weekly status report provided to the Parties.
 - 4.8.2. If an Individual PAGA Payment is returned as undeliverable without a forwarding address from its first mailing, the Settlement Administrator shall undertake all reasonable efforts to locate a current address, including performing an Accurint® (or substantially similar) in-depth skip trace or mass search on LexisNexis databases based on set criteria. If the Settlement Administrator obtains a more current address, the Settlement Administrator shall resend the Explanatory Letter and the Individual PAGA Payment to that address. No further action by the Settlement Administrator shall be required regarding undeliverable Explanatory Letters and Individual PAGA Payments.
- 4.9. Uncashed Funds. Any residual amount of the Net Settlement Amount remaining after all Individual PAGA Payments are made resulting from any returned or uncashed checks shall be sent to the Make a Wish Foundation.
- 4.10. Accounting. The Settlement Administrator will provide an accounting under oath to PAGA Counsel and Defense Counsel of the amounts paid from the Settlement prior to any final accounting hearing set by the Court, or in case no such hearing is required, no later than nine (9) months after the Individual PAGA Payments have been disbursed, or sixty (60) days from the settlement checks' void date, whichever is later.

5. RELEASE OF CLAIMS.

- 5.1. Release by Aggrieved Employees. Upon deposit of the GSA in the Qualified Settlement Fund, Plaintiff and the State of California (through Plaintiff as a Private Attorney General) release any

and all claims for civil penalties arising from the claims alleged in the PAGA Notices and operative complaint during the PAGA Period, as well as all claims that could have been pled arising out of the same operative facts, including any claims for civil penalties arising from Defendant's alleged violations of the California Labor Code including but not limited to sections 201-204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 558, 1174, 1174.5, 1194, 1194.1, 1197, 1197.1, 1198, and 2802 for failure to provide compliant meal periods and/or timely pay premiums; failure to provide rest periods and/or timely pay premiums; failure to timely pay all minimum, regular, overtime, and/or double time wages; failure to timely pay all wages due during and upon separation of employment; failure to provide accurate itemized wage statements; failure to maintain accurate records; and failure to reimburse for business expenses.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 6.1. Plaintiff's Responsibilities. At least three (3) calendar days prior to filing, Plaintiff will prepare and deliver to Defense Counsel (i) a draft Motion for Approval and (ii) a draft [Proposed] Order Granting Approval of PAGA Settlement.
- 6.2. Responsibilities of PAGA Counsel. PAGA Counsel are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement, obtaining a prompt hearing date for the motion, and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's approval Order and Judgment to the Settlement Administrator.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in good faith to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. CONTINUING JURISDICTION OF THE COURT.

- 7.1. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction pursuant to Code of Civil Procedure Section 664.6 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.

8. ADDITIONAL PROVISIONS.

- 8.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the operative complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement

only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

- 8.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 8.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information, shall survive the execution of this Agreement.
- 8.12. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 8.13. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 8.14. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

ARCH Legal, P.C.
Vilmarie Cordero and Allison E. Schubert
3555 Fifth Avenue, Suite 200
San Diego, CA 92103
619-692-0800

To Defendant:

FISHER & PHILLIPS LLP
Jason A. Fischbein
Julia F. Drury
4747 Executive Drive, Suite 1000
San Diego, California 92121
(858) 597-9600

- 8.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 8.16. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring the Action to trial under Code of Civil Procedure section 583.310 for the period of this settlement process starting from the date

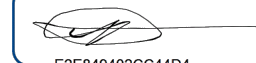
of the June 29, 2026 mediation to the final determination of the Court on approval of the settlement of the Action, and if settlement is approved by the Court, then the extension is throughout the remainder and finalization of the settlement fund disbursement process.

- 8.17. Defendant's Appeal. Upon execution of this Agreement, Defendant will file a Notice of Settlement in its pending appeal of the Court's Order denying the motion to compel arbitration (case no. D087051). Upon the Effective Date, Defendant will seek dismissal of that appeal. The Parties also agree to mutually extend any deadlines that may be pending at the Court of Appeals to after the Court has decided Plaintiff's motion for approval of the settlement.

Dated: 8/10/2026

PLAINTIFF JEROD GOLDMAN:

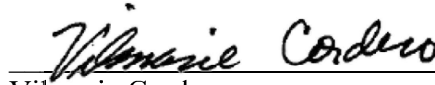
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E2E849402CC44D4...
Jerod Goldman

Dated: 8/10/2026

ARCH LEGAL, P.C.:



Vilmarie Cordero
Allison E. Schubert
Attorneys for Plaintiff and Aggrieved Employees

Dated: Aug 18, 2026

DEFENDANT BILL HOWE PLUMBING, INC.



By: [Jessica Howe \(Aug 18, 2026 09:48:55 PDT\)](#)
(Authorized Representative of Defendant)

Name: Jessica Groat
Title: Chief Financial Officer

FISHER & PHILLIPS LLP

Dated: 08/18/26



Jason A. Fischbein
Julia F. Drury
Attorneys for Defendant

EXHIBIT A

Dear [NAME]:

The enclosed check is your proportional share of the settlement payment in the California Private Attorneys General Act ("PAGA") lawsuit titled *Jerod Goldman v. Bill Howe Plumbing Inc.*, Case No. 37-2024-00019731-CU-OE-CTL (San Diego Superior Court). You are receiving this check because you worked for Bill Howe Plumbing, Inc. as a non-exempt plumber within the state of California at some point between February 20, 2023 and [DATE].

It is important to note that Bill Howe Plumbing, Inc. denies all claims and allegations in the lawsuit and that no court has found that the company did anything wrong or violated any laws. Rather, to avoid further costs and time in defending the lawsuit, Bill Howe Plumbing, Inc. has settled the lawsuit, and the Court has approved the settlement and release of the PAGA claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You are not a party to this lawsuit, but you and the government will be bound by the judgment in this matter as to PAGA civil penalties, including being bound by the following release:

Plaintiff and the State of California (through Plaintiff as a Private Attorney General) release any and all claims for civil penalties arising from the claims alleged in the PAGA Notices and operative complaint during the PAGA Period, as well as all claims that could have been pled arising out of the same operative facts, including any claims for civil penalties arising from Defendant's alleged violations of the California Labor Code including but not limited to sections 201-204, 210, 223, 225.5, 226, 226.3, 226.7, 510, 558, 1174, 1174.5, 1194, 1194.1, 1197, 1197.1, 1198, and 2802 for failure to provide compliant meal periods and/or timely pay premiums; failure to provide rest periods and/or timely pay premiums; failure to timely pay all minimum, regular, overtime, and/or double time wages; failure to timely pay all wages due during and upon separation of employment; failure to provide accurate itemized wage statements; failure to maintain accurate records; and failure to reimburse for business expenses.

Enclosed you will also find an IRS Form 1099 for 100% of this payment, which represents civil penalties only. Please cash or deposit the check on or before its printed void date. Checks will not be re-issued after the void date.

If you have any questions about this payment, contact Apex Class Action LLC, the Settlement Administrator at (000) 000-0000. Please note that we cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,

EXHIBIT 2

EXHIBIT 3

February 20, 2024

Attorneys at Law

3555 Fifth Avenue Suite 200
San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.grahamhollis.com

Vilmarie Cordero
vcordero@grahamhollis.com
619.906-4025 direct

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson

Nathan Reese

Erik Dos Santos

Nora Steinhagen

Alyssa Smith

Allison Schubert

Alex Kuner

Dawn M. Berry

Brisa Martinez

Taylor M. Gee

*Provisionally Licensed Lawyer

VIA ONLINE ELETRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Bill Howe Plumbing, Inc.
9085 Aero Drive #B
San Diego, CA 92123

Bill Howe Plumbing, Inc.
c/o Jessica Groat, Agent for Service of Process
9210 Sky Park CT 200
San Diego, CA 92123

Re: **Jerod Goldman's Wage and Hour Claims Against Bill Howe Plumbing Inc.**

Dear: Labor and Workforce Development Agency and Bill Howe Plumbing Inc.:

Please be advised that Jerod Goldman ("Claimant") has retained our firm to represent his for claims against his former employer Bill Howe Plumbing Inc. ("the Company").

This letter shall serve as Claimant's written notice to the Labor and Workforce Development Agency ("LWDA") and the Company of the alleged Labor Code violations Claimant claims that the Company committed against him and all other aggrieved employees in California. Claimant provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3. Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly.

Pursuant to Labor Code § 2699(a), and by way of this letter, Claimant also intends to represent all other current and former non-exempt employees who performed work for the Company in California and who have suffered at least one of the wage and hour violations described herein during their employment (hereinafter referred to as "aggrieved employees").

FACTUAL BACKGROUND

Bill Howe Plumbing Inc. is a California corporation that owns and operates a plumbing, heating & air, restoration & flood company servicing counties throughout California.

Claimant was employed by the Company in California from February 2022 until July 14, 2023 working out of their San Diego, California location. Claimant was hired to be a drain technician and provided services all throughout surrounding counties. Claimant was scheduled to work (5) five days from 8 a.m. to 5 p.m. each day, however he frequently worked over ten (10) hours a day, and one on-call weekend shift per month.

Starting on or about September 2022, Claimant's compensation changed from an hourly rate to a piece rate. Per the Company's "Productivity Bonus Compensation Policy" ("Compensation Policy"), Claimant was paid based on a piece-rate plan and received 25% of the work invoiced after accounting for costs. The Company calculated the employees pay using their assigned pay percentage, in the Claimant's case 25%, under the productivity bonus compensation policy, and also calculated the minimum wage amount due for all hours payable. Plaintiff would then be entitled to receive the greater of the two calculations. Therefore, Plaintiff was paid on piece-rate basis. Plaintiff did not earn commissions and he was not exempt from receiving overtime.

The Company denied, and continues to deny, Claimant and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission ("IWC Wage Order"). Among other things, the Company (1) failed to provide Claimant and other aggrieved employees with legally compliant meal periods and/or pay meal period premium wages; (2) failed to provide Claimant and other aggrieved employees with legally compliant rest periods and/or pay rest period premium wages; (3) failed to timely pay all minimum, regular, and/or overtime wages; (4) failed to furnish accurate itemized wage statements; (5) failed to maintain accurate employment records; (6) failed to timely pay Claimant and other former aggrieved employees all wages due and owing upon separation of employment, or the required waiting time penalties.

As piece rate employees, Claimant and other aggrieved employees were required to be compensated separately for rest periods. Labor Code § 226.2(a)(1) and (3) outlines that the Claimant and other aggrieved employees were entitled to payment of additional compensation separate from any piece-rate compensation. The rate of compensation for rest and recovery periods shall be the higher of, an average hourly rate determined by dividing the total compensation for the work week, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods or the applicable minimum wage. Claimant's wage statements do not reflect Claimant was ever paid separately for rest break periods during his employment with Defendant.

The Company did not provide Claimant and aggrieved employees with the opportunity to take legally compliant meal breaks and/or a second compliant uninterrupted 30-minute off duty meal break when they worked shifts longer than ten hours. The Company required Claimant and other aggrieved employees to work through their second 30-minute lunch break. For example, Claimant and other aggrieved employees were not provided a set list of job assignments for the day. The Company had a policy, practice, and pattern of randomly allocating and dispatching service jobs throughout the workday, leaving Claimant and other aggrieved employees uncertain about the nature of their next assignment. This unpredictability resulted in situations where Claimant, situated in one area, had to travel long distances to reach their next job promptly. Consequently, in effort to meet the demands of their schedule, claimant and other aggrieved employees were compelled to cut their meal periods short or even forgo them altogether. Claimant and other aggrieved

employees were required to work through their meal and/or rest periods, and/or were not provided with meal and/or rest periods at all.

Although Claimant and other aggrieved employees did not receive legally compliant meal periods, the Company did not pay Claimant and other aggrieved employees the additional one hour of pay at the employee's regular rate of pay for all the instances they failed to provide a compliant off-duty meal period as required under Labor Code § 226.7 and the applicable IWC Wage Order.

The Company further failed to provide Claimant and other aggrieved employees with ten-minute, uninterrupted rest periods every four hours worked, or major fraction thereof. Despite the fact that Claimant and other aggrieved employees did not receive legally compliant rest periods, the Company has a policy and practice of *never* paying Claimant and other aggrieved employees the additional one hour at their regular rate of pay as required under Labor Code § 226.7 and the applicable IWC Wage Order.

Although Claimant and other aggrieved employees did not receive legally compliant meal and rest periods, the Company did not always pay Claimant and other aggrieved employees the additional one hour of pay at the employee's regular rate of pay as required under Labor Code section 226.7 and the applicable IWC Wage Order. See also *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858, (if an employer fails to provide an employee a meal period or rest period, the employer shall pay the employee one additional hour of pay at the employee's *regular rate* of compensation for each workday that the meal or rest period was not provided.) The Company failed to include all remuneration in the regular rate of pay when calculating overtime pay and meal and rest premiums.

Additionally, Claimant and, on information and belief, other aggrieved employees were not paid all minimum, regular, and overtime wages owed for all the time actually worked. The Company failed and continues to fail to provide Claimant and other aggrieved employees with compensation for all the overtime hours worked at the legally required rate. Under Labor Code § 512, employers are required to pay employees overtime at 1.5 times the *regular rate* of pay. Claimant's wage statements reflect that Claimant was paid regular hours and overtime hours at the same straight time rate starting on or about September 2022. When determining the "regular rate" at which the employee is employed, all remuneration for employment paid to, or on behalf of, the employee must be included in said calculation. The Company, however, failed to include all remuneration in the regular rate of pay when calculating overtime pay and meal and rest premiums. In addition, Claimant and other aggrieved employees were required to work on-call for a total of twenty-four (24) consecutive hours from 10 a.m. until 10 a.m. the following day. However, Claimant and other aggrieved employees were not compensated for all of their on-the-clock and/or on call hours at the corresponding rate.

Moreover, on more than one occasion, the Company failed to pay Claimant all piece-rate wages earned and owed under the "Productivity Bonus Compensation Plan" signed by Claimant on September 2022. For example, on more than one occasion, the Company charged Claimant with costs not actually incurred or costs that have been already reimbursed in violation of Labor Code §§ 221–223. The Company had, and continue to have a policy, practice, procedure and/or guideline that unlawfully deducts wages owed to be paid to Claimant and aggrieved employees employed as plumbers and/or subject to the "Productivity Bonus Compensation Policy" for costs not incurred or costs already reimbursed. These deductions constitute an unlawful deduction from wages.

Further, the Company would round Claimant's and, on information and belief, other aggrieved employees time records and therefore failed and continues to fail to provide Claimant and other aggrieved employees compensation for overtime earned and meal and rest periods at the legally required rate. For example, the Company engaged in a systematic pattern and practice of retroactively recalculating the Claimant's "commissions," by dividing the total of his job services by the hours worked to establish a regular rate ranging from \$20.50 to \$23.00 per pay period, premised on their \$22,000.00 threshold. Any amount exceeding \$22,000.00 was designated as a "productivity bonus"/ "commission." This unlawful practice was employed by the Company with the deliberate intent of evading the payment of overtime wages. The Claimant and other aggrieved employees frequently worked in excess of eight hours in a workday or 40 hours in a workweek. However, Claimant and other aggrieved employees were not paid all minimum, regular, and overtime wages as Claimant was not paid for the time spent working during his meal periods.

As a direct result of the Company's illegal policies and procedures, the Company failed to maintain accurate records reflecting all of Claimant's and, on information and belief, other aggrieved employees' time worked and wages paid, in violation of California law. In addition, the Company failed to provide accurate wage statements showing the correct total regular and overtime hours worked, the correct amount of gross and net wages earned, and all applicable hourly rates and the corresponding number of hours worked at each hourly rate.

The wage statements provided to Claimant and other aggrieved employees fail to show the correct total of regular and overtime hours worked by the employee and corresponding hourly rate; the correct amount of gross and/or net wages earned, and/or applicable hourly rates and the corresponding number of hours worked at each hourly rate, among other things, as required by the Labor Code § 226. For example, Claimant's wage statements do not reflect the one-hour additional rate of regular pay and/or rest premiums for not taking compliant meal and/or rest breaks. Further, Claimant's wage statements failed to show the number of piece-rate units earned and any applicable piece rate as well as, all deductions.

Claimant further alleges that the Company has a policy, practice, procedure, and/or guideline of failing to timely pay aggrieved employees all wages due and owing upon separation of employment, including minimum, regular, overtime, and/or double time wages for all hours worked, as well as meal and rest premiums, in part due to the aforementioned Labor Code violations. Claimant further contends that former aggrieved employees have not been paid any waiting time penalties for the late payment of wages, as required by California law and pursuant to Labor Code §§ 201, 202, and 204.

As a direct result of the Company's illegal policies and procedures, like those described herein, the Company failed to maintain accurate records reflecting all of Claimant's and other aggrieved employees' actual time worked and actual wages earned and paid in violation of California law.

All facts, claims, and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other aggrieved employees. The facts, claims, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, claims, and/or theories of liability discovered after the sending of this letter on behalf of himself and all other current or former aggrieved employees against the Company and/or other persons that may be discovered

after the sending of this letter. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Company. Claimant reserves the right to revise these facts and/or add any new claims or legal theories by amending this written notice and/or by adding facts, claims, and/or legal theories to his civil complaint.

Due to the foregoing Labor Code violations, the Company denied Claimant and other aggrieved employees certain rights afforded them under the California Labor Code and IWC Wage Orders. Claimant makes these claims against the Company on behalf of himself and all other aggrieved current and former employees of the Company in California.

FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL AND REST PERIODS

(Labor Code §§ 204, 226.7, 512, 558, and “Meal Periods” and “Rest Periods” section of the Applicable IWC Wage Order)

Labor Code § 226.7(b) states, “[a]n employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission...” Labor Code § 226.7(c) further states, “[i]f an employer fails to provide an employee a meal or rest . . . period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest . . . period is not provided.”

Labor Code § 512(a) states, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes” and “[a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.”

The “Meal Periods” section of the applicable IWC Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.” Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

A meal period generally comports with the requirements of California law if the employee has at least 30-minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) Further, if the employer requires the employee to remain at the work site or facility during the meal period, the employer faces liability for wages for that time, as well as premium pay for a meal period violation.

This is true even where the employee is relieved of all work duties during the meal period. *Estrada v. Royalty Carpet Mills, Inc.*, (2022) 76 Cal.App.5th 685.

The “Rest Periods” section of the Applicable IWC Wage Order states, “[e]very employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” Moreover, authorized rest period time shall be counted as hours worked for which there shall be **no** deduction from wages.

Furthermore, “[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.

Labor Code § 2010 mandates that, “...every person who fails to pay the wages of an employee as provided in Section ... 204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Moreover, Labor Code § 226.2(a)(1) and (3) requires payment of additional compensation separate from any piece-rate compensation, which, the Company failed to do.

As set forth above, the Company failed to provide Claimant and other aggrieved employees with the opportunity to take compliant meal and rest periods, as required by California law. Consequently, Claimant and other aggrieved employees are entitled to receive one-hour of premium wages for each day a compliant meal and rest period was not provided. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved employees to the extent allowed by law.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code sections 204, 210, 221, 222, 223, 225.5, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

Labor Code § 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).)

Labor Code § 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

The “Minimum Wages” section of the applicable IWC Wage Order further provides that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the

applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code § 1197.1 provides that, “[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203...”

Labor Code § 1198 states, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code § 510(a), which codifies an employee’s right to overtime compensation, provides, “[e]ight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

The “Hours and Days of Work” and “Minimum Wages” sections of the Applicable Wage Order mandate the same requirements as Labor Code § 510. Under California law, an employee may not waive his or her right to overtime compensation (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

Labor Code § 1194(a) mandates that “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

Labor Code § 210 states that, “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Labor Code § 558 provides that “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Company failed to pay Claimant and other aggrieved employees all minimum, regular, and overtime wages, in violation of California law. Claimant's paystubs regularly missed the minimum, regular, and overtime wages that he was owed. Therefore, Claimant will pursue all available remedies for the Company's violations on behalf of himself and all other aggrieved employees to the extent allowed by law.

FAILURE TO PAY FOR ALL EARNED PIECE-RATE; FAILURE TO COMPENSATE FOR ALL WAGES AGREED UPON UNDER THE APPLICABLE POLICY; UNLAWFUL DEDUCTION OF WAGES

(Labor Code §§ 221, 223, 224, 225 and 255.5)

Labor Code section 221 provides, "[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Pursuant to Labor Code section 224, it is unlawful for an employer to make deductions from an employee's wages except where, "the employer is required or empowered so to do by state or federal law or when a deduction is expressly authorized in writing by the employee to cover insurance premiums, hospital or medical dues, or other deductions not amounting to a rebate or deduction from the standard wage arrived at by collective bargaining or pursuant to wage agreement or statute, or when a deduction to cover health and welfare or pension plan contributions is expressly authorized by a collective bargaining or wage agreement." Such violations result in a civil penalty of \$50 for the initial violation and \$100 for each subsequent willful violation as well as 25% of the amount unlawfully withheld.

Labor Code section 223 provides "[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

Here, the Company unlawfully deducted wages earned and/or illegally withholding the payment of all wages and/or paying a lower wage than the agreed upon under the Compensation Policy applicable to Claimant and other Aggrieved Employees.

Claimant will pursue all available remedies for the Company's violations on behalf of himself and other aggrieved employees to the extent allowed by law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code sections 1174, 1174.5, 1198, and the "Records" section of the Applicable IWC Wage Order)

Labor Code § 1174(c) requires every employer to, "keep a record showing the names and addresses of all employees employed..." Labor code § further requires every person employing labor in California to: "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to,..., employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commissions, but in any case shall be kept on file for not less than three years."

An employer is further obliged under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment.

The “Records” section of the applicable IWC Wage Order also provides that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal period, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rate of pay.

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per Aggrieved Employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

Labor Code § 226 requires that in the event the employee is paid by the piece rate basis, the employer must list the piece rate formula and the number of pieces completed. Section 7(A)(6) of the IWC Orders expands on this requirement and provides that in the event any “piece rate or incentive plan” is used in calculating the wages due, “an explanation of the incentive plan formula shall be provided to the employees.” Section 7(A)(6) also provides that the employer must keep an accurate production record (including commission or piece rate calculation) and make that record available to the employee upon reasonable request.

Labor Code § 226(e)(1) provides, “[a]n employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) [of Labor Code § 226] is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.”

As set forth above, the Company violated its record keeping requirements by failing to accurately record employees’ hours worked including, but not limited to, the Company’s failure to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the actual wages earned and paid. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all aggrieved employees to the extent permitted by law.

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Labor Code sections 226, 226.3, and 1198 and the “Records” section of the Applicable IWC Wage Order)

Labor Code § 226(a) states in pertinent part “[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as detachable part of check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,... (3) the number of piece-rate unites earned and any applicable piece rate if the employee is

paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer, and... (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee.”

Labor Code § 226(e)(1) provides, “[a]n employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.”

Labor Code § 226(h) further states, “an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys’ fees.”

Labor Code § 226.3 imposes an additional civil penalty of \$250.00 per employee per violation in an initial citation and \$1,000 per employee per violation for any subsequent violation on the employer for violations of Labor Code § 226(a).

As set forth above, the Company failed to provide Claimant and other aggrieved employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements issued did not, among other things, include the correct total regular and overtime hours worked and the correct amount of gross and/or net wages earned. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all aggrieved employees to the extent permitted by law.

FAILURE TO TIMELY PAY ALL WAGES DUE UPON SEPERATION OF EMPLOYMENT
(Labor Code sections 201, 202, 203, 204, 210, 1194, 1194.2, 1198, and the “Minimum Wages” section of the Applicable IWC Wage Order)

Labor Code section 204(a) states in pertinent part, “[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Furthermore, Labor Code section 204(b)(1) states, “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.” Labor Code section 210 provides that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation. The “Minimum Wages” section of the applicable IWC Wage Order also states that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code section 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section

202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203(a) states, in pertinent part, “[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.”

Due to the Labor Code violations described herein, Claimant asserts that the Company did not timely pay Claimant and other former aggrieved employees all minimum, regular, and overtime, and/or double time wages, as well as meal and/or rest premium wages, within the required time upon separation of employment. Based on information and belief, Claimant further contends that the Company did not pay former aggrieved employees the required waiting time penalties for the last payment of wages. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of all aggrieved employees to the extent permitted by law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS
(Labor Code §§ 210, 225.5, 226(f), 226.3, 558, 558.1, 1174.1, 1197.1, 1198.5, 2699(f), and 6317)

Labor Code § 210 provides that any person who fails to pay wages as provided in Labor Code § 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25% if the amount unlawfully withheld, in addition to any other penalty.

Labor Code § 225.5 provides that, “...every person who unlawfully withholds wages due any employee in violation of Section...223 shall be subject to a civil penalty” of \$100 for each initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

For violations of Labor Code § 226(c), Labor Code §§ 226(f) and 1198.5 permit the current or former employee, or the Labor Commissioner, to recover a \$750 penalty from the employer.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558) or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

Labor Code § 558.1(a) states that “[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” This includes the owners, officers, directors, or managing agents of the employer. (Labor Code § 558.1(b).)

Labor Code § 1102.5 (e) imposes “a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation” of Labor Code § 1102.5(b) on any employer that is a corporation or limited liability company.

For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203 as follows: “(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to § 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to § 203, recovered pursuant to this section shall be paid to the affected employee.”

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 1174(c), 1174(d), 1194, 1197, 1197.1, 1198, and relevant IWC Wage Orders.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by, among other things, failing to provide legally compliant meal and/or rest periods and/or timely pay premium wages; failing to timely pay all minimum, regular, and/or overtime wages; failing to reimburse for necessary business expenses; failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; and failing to maintain accurate records, as required under the Labor Code and the applicable sections of the IWC Wage Order. As a result, the Company is liable for civil penalties under Labor Code §§ 210, 225.5 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f). Claimant will pursue all available remedies including, but not limited to, those stated herein, for the Company’s violations on behalf of himself and all other aggrieved employees to the extent allowed by law.

ATTORNEY'S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES, AND PENALTIES
(Labor Code sections 210, 218.5, 218.6, 225.5, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, and 2699, et seq.)

Labor Code sections 210, 218.5, 218.6, 225.5, 226(e), 558, 1194, 1194.2, 1197.1, and 2699, *et seq.*, among others, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, reimbursements, damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorney's fees and costs.

Pursuant to Labor Code § 2699(i) an aggrieved employee, such as Claimant, is entitled to collect 25% of the penalty assessment. Under Labor Code § 2699(g)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Accordingly, the Company is liable for these items. Claimant has already incurred actual damages, costs and attorney's fees and he will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided by PAGA, on behalf of himself and all aggrieved employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated, and continues to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other aggrieved employees of the rights and protections afforded to them. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all aggrieved employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional compensation owed to him or other losses incurred by him or by any other aggrieved employee of the Company, he reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in his complaint.

Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself and all other aggrieved employees, as permitted by the PAGA.

Best regards,


Brisa Martinez

EXHIBIT 4

July 17, 2026

Attorneys at Law

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San Diego, California 92103
619.692.0800 voice
619.692.0822 fax

www.ARCHlegal.com

Allison E. Schubert
aschubert@archlegal.com
619.436.5592 direct

VIA ONLINE ELETRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Bill Howe Plumbing, Inc.
9210 Sky Park Ct #200
San Diego, CA 92123

Bill Howe Plumbing, Inc.
c/o Jessica Groat, Agent for Service of Process
9210 Sky Park Ct #200
San Diego, CA 92123

**Re: LWDA Case No.: LWDA-CM-1012109-24
Amended Notice of Jerod Goldman's PAGA Claims Against Bill
Howe Plumbing Inc.**

Dear Labor and Workforce Development Agency and Bill Howe Plumbing Inc.:

This letter shall serve as Jerod Goldman's ("Claimant") amended written notice to the California Labor and Workforce Development Agency ("LWDA") and Bill Howe Plumbing Inc. ("the Company") of the alleged California Labor Code ("Labor Code") violations Claimant claims that the Company committed against him and all other aggrieved employees in California during the relevant statutory period. Claimant provides this amended notice, which includes additional facts in support of the legal theories regarding the Company's Labor Code violations alleged in the original written notice, in accordance with the Private Attorneys General Act of 2004 (codified in Labor Code §§ 2698 et seq., "PAGA"), Labor Code § 2699.3.

Pursuant to Labor Code § 2699(a), and by way of this amended notice, Claimant also intends to represent all other current and former non-exempt employees who performed work for the Company in California and who have suffered at least one of the wage and hour violations described herein during their employment (hereinafter referred to as "aggrieved employees").

Claimant incorporates by reference all of the factual allegations and legal theories asserted in Claimant's February 20, 2024, written notice as if stated herein. A true and correct copy of Claimant's original notice letter ("Original Notice") is attached as **Exhibit A**. Since the filing of the Original Notice, Claimant has become aware of new information and amends the Original Notice to add the following:

Graham S.P. Hollis**

Vilmarie Cordero*

Hali Anderson*

Nathan Reese*

Allison Schubert

Dawn M. Berry

Samara Bahu

Ommar Chavez

Monique R. Rodriguez*

Nicholas A. Arcamone

Tatiana Kline

*Licensed to Practice in CA and WA

**Of Counsel

ADDITIONAL FACTS AND THEORIES

Claimant contends that the Company has a policy, practice, procedure, and/or guideline of failing to reimburse aggrieved employees for necessary business expenditures, in violation of Labor Code sections 2800 and 2802 and the “Uniforms and Equipment” section of the applicable IWC Wage Order. For instance, aggrieved employees were required to purchase their own tools and equipment for work, including hand tools and other specialty tools, to perform their hired duties. The Company failed to reimburse aggrieved employees for costs incurred in purchasing tools and equipment for work when, on information and belief, aggrieved employees were not paid twice the applicable minimum wage.

All facts, claims, and/or legal theories contained within this amended written notice are alleged and/or asserted on behalf of Claimant and all other aggrieved employees. The facts, claims, and/or legal theories contained in this amended written notice are based on the information available at the time of this writing. Since Claimant’s investigation is ongoing, Claimant reserves his right to assert any and all related facts, claims, and/or theories of liability discovered after the sending of this letter on behalf of himself and all other current or former aggrieved employees against the Company and/or other persons that may be discovered after the sending of this letter. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Company. Claimant reserves the right to revise these facts and/or add any new claims or legal theories by amending this written notice and/or by adding facts, claims, and/or legal theories to his civil complaint.

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES

(Labor Code §§ 2800, 2802, and the “Uniforms and Equipment” section of the applicable IWC Wage Order)

Labor Code section 2802(a) provides in pertinent part, “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

Labor Code section 2802(b) states, “[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.” Accordingly, Claimant will request that he receive interest on the applicable amount.

Furthermore, Labor Code section 2802(c) states, “[f]or purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” Consequently, Claimant will also request reimbursement of the attorney’s fees incurred in pursuing this matter.

Additionally, the “Uniforms and Equipment” section of the applicable IWC Wage Order states that: “When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose

wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the grade or craft.”

As set forth above, the Company required aggrieved employees to purchase their own tools and equipment without reimbursement, but they were not compensated two times the minimum wage as required by the applicable IWC Wage Order. Claimant will pursue all available remedies for the Company’s violations on behalf of all aggrieved employees and the State of California to the extent allowed by law.

CIVIL PENALTIES FOR VIOLATIONS OF THE LABOR CODE
(Labor Code § 2699(f))

Labor Code section 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code section 2802 and relevant IWC Wage Orders. As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by failing to reimburse for necessary business expenses. As a result, the Company is liable for civil penalties under Labor Code section 2699(f). Claimant will pursue all available remedies including, but not limited to, those stated herein for the Company’s violations on behalf of all aggrieved employees to the extent allowed by law.

ATTORNEY’S FEES AND COSTS
(Labor Code §§ 2802(c) and 2698(g)(1))

Under Labor Code § 2802(c), an employee, such as Claimant, may recover reasonable attorney’s fees and costs in obtaining compliance with these sections. Under Labor Code § 2699(g)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney’s fees and costs. Accordingly, the Company is liable for these items. Claimant will pursue all available remedies against the Company, including those provided under the PAGA, on behalf of all aggrieved employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated the Labor Code and the applicable IWC Wage Order and deprived Claimant and other aggrieved employees of the rights and protections afforded to them. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all aggrieved employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of all other aggrieved employees, as permitted by the PAGA.

Best regards,


Allison E. Schubert

EXHIBIT A

February 20, 2024

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Nathan Reese

Erik Dos Santos

Nora Steinhagen

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Allison Schubert

Alex Kuner

Dawn M. Berry

Brisa Martinez

Taylor M. Gee

*Provisionally Licensed Lawyer

VIA ONLINE ELETRONIC FILING

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

CERTIFIED MAIL (RETURN RECEIPT)

Bill Howe Plumbing, Inc.
9085 Aero Drive #B
San Diego, CA 92123

Bill Howe Plumbing, Inc.
c/o Jessica Groat, Agent for Service of Process
9210 Sky Park CT 200
San Diego, CA 92123

Re: **Jerod Goldman's Wage and Hour Claims Against Bill Howe Plumbing Inc.**

Dear: Labor and Workforce Development Agency and Bill Howe Plumbing Inc.:

Please be advised that Jerod Goldman ("Claimant") has retained our firm to represent his for claims against his former employer Bill Howe Plumbing Inc. ("the Company").

This letter shall serve as Claimant's written notice to the Labor and Workforce Development Agency ("LWDA") and the Company of the alleged Labor Code violations Claimant claims that the Company committed against him and all other aggrieved employees in California. Claimant provides this notice in accordance with the Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2699.3. Claimant desires to file a civil action to enforce his rights under the Labor Code and seek compensation accordingly.

Pursuant to Labor Code § 2699(a), and by way of this letter, Claimant also intends to represent all other current and former non-exempt employees who performed work for the Company in California and who have suffered at least one of the wage and hour violations described herein during their employment (hereinafter referred to as "aggrieved employees").

FACTUAL BACKGROUND

Bill Howe Plumbing Inc. is a California corporation that owns and operates a plumbing, heating & air, restoration & flood company servicing counties throughout California.

Claimant was employed by the Company in California from February 2022 until July 14, 2023 working out of their San Diego, California location. Claimant was hired to be a drain technician and provided services all throughout surrounding counties. Claimant was scheduled to work (5) five days from 8 a.m. to 5 p.m. each day, however he frequently worked over ten (10) hours a day, and one on-call weekend shift per month.

Starting on or about September 2022, Claimant's compensation changed from an hourly rate to a piece rate. Per the Company's "Productivity Bonus Compensation Policy" ("Compensation Policy"), Claimant was paid based on a piece-rate plan and received 25% of the work invoiced after accounting for costs. The Company calculated the employees pay using their assigned pay percentage, in the Claimant's case 25%, under the productivity bonus compensation policy, and also calculated the minimum wage amount due for all hours payable. Plaintiff would then be entitled to receive the greater of the two calculations. Therefore, Plaintiff was paid on piece-rate basis. Plaintiff did not earn commissions and he was not exempt from receiving overtime.

The Company denied, and continues to deny, Claimant and other non-exempt employees in California specific rights afforded to them under the California Labor Code and the applicable Industrial Welfare Commission ("IWC Wage Order"). Among other things, the Company (1) failed to provide Claimant and other aggrieved employees with legally compliant meal periods and/or pay meal period premium wages; (2) failed to provide Claimant and other aggrieved employees with legally compliant rest periods and/or pay rest period premium wages; (3) failed to timely pay all minimum, regular, and/or overtime wages; (4) failed to furnish accurate itemized wage statements; (5) failed to maintain accurate employment records; (6) failed to timely pay Claimant and other former aggrieved employees all wages due and owing upon separation of employment, or the required waiting time penalties.

As piece rate employees, Claimant and other aggrieved employees were required to be compensated separately for rest periods. Labor Code § 226.2(a)(1) and (3) outlines that the Claimant and other aggrieved employees were entitled to payment of additional compensation separate from any piece-rate compensation. The rate of compensation for rest and recovery periods shall be the higher of, an average hourly rate determined by dividing the total compensation for the work week, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods or the applicable minimum wage. Claimant's wage statements do not reflect Claimant was ever paid separately for rest break periods during his employment with Defendant.

The Company did not provide Claimant and aggrieved employees with the opportunity to take legally compliant meal breaks and/or a second compliant uninterrupted 30-minute off duty meal break when they worked shifts longer than ten hours. The Company required Claimant and other aggrieved employees to work through their second 30-minute lunch break. For example, Claimant and other aggrieved employees were not provided a set list of job assignments for the day. The Company had a policy, practice, and pattern of randomly allocating and dispatching service jobs throughout the workday, leaving Claimant and other aggrieved employees uncertain about the nature of their next assignment. This unpredictability resulted in situations where Claimant, situated in one area, had to travel long distances to reach their next job promptly. Consequently, in effort to meet the demands of their schedule, claimant and other aggrieved employees were compelled to cut their meal periods short or even forgo them altogether. Claimant and other aggrieved

employees were required to work through their meal and/or rest periods, and/or were not provided with meal and/or rest periods at all.

Although Claimant and other aggrieved employees did not receive legally compliant meal periods, the Company did not pay Claimant and other aggrieved employees the additional one hour of pay at the employee's regular rate of pay for all the instances they failed to provide a compliant off-duty meal period as required under Labor Code § 226.7 and the applicable IWC Wage Order.

The Company further failed to provide Claimant and other aggrieved employees with ten-minute, uninterrupted rest periods every four hours worked, or major fraction thereof. Despite the fact that Claimant and other aggrieved employees did not receive legally compliant rest periods, the Company has a policy and practice of *never* paying Claimant and other aggrieved employees the additional one hour at their regular rate of pay as required under Labor Code § 226.7 and the applicable IWC Wage Order.

Although Claimant and other aggrieved employees did not receive legally compliant meal and rest periods, the Company did not always pay Claimant and other aggrieved employees the additional one hour of pay at the employee's regular rate of pay as required under Labor Code section 226.7 and the applicable IWC Wage Order. See also *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal.5th 858, (if an employer fails to provide an employee a meal period or rest period, the employer shall pay the employee one additional hour of pay at the employee's *regular rate* of compensation for each workday that the meal or rest period was not provided.) The Company failed to include all remuneration in the regular rate of pay when calculating overtime pay and meal and rest premiums.

Additionally, Claimant and, on information and belief, other aggrieved employees were not paid all minimum, regular, and overtime wages owed for all the time actually worked. The Company failed and continues to fail to provide Claimant and other aggrieved employees with compensation for all the overtime hours worked at the legally required rate. Under Labor Code § 512, employers are required to pay employees overtime at 1.5 times the *regular rate* of pay. Claimant's wage statements reflect that Claimant was paid regular hours and overtime hours at the same straight time rate starting on or about September 2022. When determining the "regular rate" at which the employee is employed, all remuneration for employment paid to, or on behalf of, the employee must be included in said calculation. The Company, however, failed to include all remuneration in the regular rate of pay when calculating overtime pay and meal and rest premiums. In addition, Claimant and other aggrieved employees were required to work on-call for a total of twenty-four (24) consecutive hours from 10 a.m. until 10 a.m. the following day. However, Claimant and other aggrieved employees were not compensated for all of their on-the-clock and/or on call hours at the corresponding rate.

Moreover, on more than one occasion, the Company failed to pay Claimant all piece-rate wages earned and owed under the "Productivity Bonus Compensation Plan" signed by Claimant on September 2022. For example, on more than one occasion, the Company charged Claimant with costs not actually incurred or costs that have been already reimbursed in violation of Labor Code §§ 221–223. The Company had, and continue to have a policy, practice, procedure and/or guideline that unlawfully deducts wages owed to be paid to Claimant and aggrieved employees employed as plumbers and/or subject to the "Productivity Bonus Compensation Policy" for costs not incurred or costs already reimbursed. These deductions constitute an unlawful deduction from wages.

Further, the Company would round Claimant's and, on information and belief, other aggrieved employees time records and therefore failed and continues to fail to provide Claimant and other aggrieved employees compensation for overtime earned and meal and rest periods at the legally required rate. For example, the Company engaged in a systematic pattern and practice of retroactively recalculating the Claimant's "commissions," by dividing the total of his job services by the hours worked to establish a regular rate ranging from \$20.50 to \$23.00 per pay period, premised on their \$22,000.00 threshold. Any amount exceeding \$22,000.00 was designated as a "productivity bonus"/ "commission." This unlawful practice was employed by the Company with the deliberate intent of evading the payment of overtime wages. The Claimant and other aggrieved employees frequently worked in excess of eight hours in a workday or 40 hours in a workweek. However, Claimant and other aggrieved employees were not paid all minimum, regular, and overtime wages as Claimant was not paid for the time spent working during his meal periods.

As a direct result of the Company's illegal policies and procedures, the Company failed to maintain accurate records reflecting all of Claimant's and, on information and belief, other aggrieved employees' time worked and wages paid, in violation of California law. In addition, the Company failed to provide accurate wage statements showing the correct total regular and overtime hours worked, the correct amount of gross and net wages earned, and all applicable hourly rates and the corresponding number of hours worked at each hourly rate.

The wage statements provided to Claimant and other aggrieved employees fail to show the correct total of regular and overtime hours worked by the employee and corresponding hourly rate; the correct amount of gross and/or net wages earned, and/or applicable hourly rates and the corresponding number of hours worked at each hourly rate, among other things, as required by the Labor Code § 226. For example, Claimant's wage statements do not reflect the one-hour additional rate of regular pay and/or rest premiums for not taking compliant meal and/or rest breaks. Further, Claimant's wage statements failed to show the number of piece-rate units earned and any applicable piece rate as well as, all deductions.

Claimant further alleges that the Company has a policy, practice, procedure, and/or guideline of failing to timely pay aggrieved employees all wages due and owing upon separation of employment, including minimum, regular, overtime, and/or double time wages for all hours worked, as well as meal and rest premiums, in part due to the aforementioned Labor Code violations. Claimant further contends that former aggrieved employees have not been paid any waiting time penalties for the late payment of wages, as required by California law and pursuant to Labor Code §§ 201, 202, and 204.

As a direct result of the Company's illegal policies and procedures, like those described herein, the Company failed to maintain accurate records reflecting all of Claimant's and other aggrieved employees' actual time worked and actual wages earned and paid in violation of California law.

All facts, claims, and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other aggrieved employees. The facts, claims, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, claims, and/or theories of liability discovered after the sending of this letter on behalf of himself and all other current or former aggrieved employees against the Company and/or other persons that may be discovered

after the sending of this letter. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Company. Claimant reserves the right to revise these facts and/or add any new claims or legal theories by amending this written notice and/or by adding facts, claims, and/or legal theories to his civil complaint.

Due to the foregoing Labor Code violations, the Company denied Claimant and other aggrieved employees certain rights afforded them under the California Labor Code and IWC Wage Orders. Claimant makes these claims against the Company on behalf of himself and all other aggrieved current and former employees of the Company in California.

FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL AND REST PERIODS

(Labor Code §§ 204, 226.7, 512, 558, and “Meal Periods” and “Rest Periods” section of the Applicable IWC Wage Order)

Labor Code § 226.7(b) states, “[a]n employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission...” Labor Code § 226.7(c) further states, “[i]f an employer fails to provide an employee a meal or rest . . . period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest . . . period is not provided.”

Labor Code § 512(a) states, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes” and “[a]n employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.”

The “Meal Periods” section of the applicable IWC Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.” Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

A meal period generally comports with the requirements of California law if the employee has at least 30-minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1036.) Further, if the employer requires the employee to remain at the work site or facility during the meal period, the employer faces liability for wages for that time, as well as premium pay for a meal period violation.

This is true even where the employee is relieved of all work duties during the meal period. *Estrada v. Royalty Carpet Mills, Inc.*, (2022) 76 Cal.App.5th 685.

The “Rest Periods” section of the Applicable IWC Wage Order states, “[e]very employer shall authorize and permit employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” Moreover, authorized rest period time shall be counted as hours worked for which there shall be **no** deduction from wages.

Furthermore, “[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.”

Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103-1114.

Labor Code § 2010 mandates that, “...every person who fails to pay the wages of an employee as provided in Section ... 204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Moreover, Labor Code § 226.2(a)(1) and (3) requires payment of additional compensation separate from any piece-rate compensation, which, the Company failed to do.

As set forth above, the Company failed to provide Claimant and other aggrieved employees with the opportunity to take compliant meal and rest periods, as required by California law. Consequently, Claimant and other aggrieved employees are entitled to receive one-hour of premium wages for each day a compliant meal and rest period was not provided. Claimant will pursue all available remedies for the Company’s violations on behalf of himself and other aggrieved employees to the extent allowed by law.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code sections 204, 210, 221, 222, 223, 225.5, 510, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and the “Minimum Wages” and “Hours and Days of Work” sections of the Applicable IWC Wage Order)

Labor Code § 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).)

Labor Code § 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

The “Minimum Wages” section of the applicable IWC Wage Order further provides that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the

applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code § 1197.1 provides that, “[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203...”

Labor Code § 1198 states, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code § 510(a), which codifies an employee’s right to overtime compensation, provides, “[e]ight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

The “Hours and Days of Work” and “Minimum Wages” sections of the Applicable Wage Order mandate the same requirements as Labor Code § 510. Under California law, an employee may not waive his or her right to overtime compensation (*Early v. Superior Court* (2000) 79 Cal.App.4th 1420, 1430.)

Labor Code § 1194(a) mandates that “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

Labor Code § 210 states that, “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Labor Code § 558 provides that “any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Company failed to pay Claimant and other aggrieved employees all minimum, regular, and overtime wages, in violation of California law. Claimant's paystubs regularly missed the minimum, regular, and overtime wages that he was owed. Therefore, Claimant will pursue all available remedies for the Company's violations on behalf of himself and all other aggrieved employees to the extent allowed by law.

FAILURE TO PAY FOR ALL EARNED PIECE-RATE; FAILURE TO COMPENSATE FOR ALL WAGES AGREED UPON UNDER THE APPLICABLE POLICY; UNLAWFUL DEDUCTION OF WAGES

(Labor Code §§ 221, 223, 224, 225 and 255.5)

Labor Code section 221 provides, "[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." Pursuant to Labor Code section 224, it is unlawful for an employer to make deductions from an employee's wages except where, "the employer is required or empowered so to do by state or federal law or when a deduction is expressly authorized in writing by the employee to cover insurance premiums, hospital or medical dues, or other deductions not amounting to a rebate or deduction from the standard wage arrived at by collective bargaining or pursuant to wage agreement or statute, or when a deduction to cover health and welfare or pension plan contributions is expressly authorized by a collective bargaining or wage agreement." Such violations result in a civil penalty of \$50 for the initial violation and \$100 for each subsequent willful violation as well as 25% of the amount unlawfully withheld.

Labor Code section 223 provides "[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

Here, the Company unlawfully deducted wages earned and/or illegally withholding the payment of all wages and/or paying a lower wage than the agreed upon under the Compensation Policy applicable to Claimant and other Aggrieved Employees.

Claimant will pursue all available remedies for the Company's violations on behalf of himself and other aggrieved employees to the extent allowed by law.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code sections 1174, 1174.5, 1198, and the "Records" section of the Applicable IWC Wage Order)

Labor Code § 1174(c) requires every employer to, "keep a record showing the names and addresses of all employees employed..." Labor code § further requires every person employing labor in California to: "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to,..., employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commissions, but in any case shall be kept on file for not less than three years."

An employer is further obliged under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment.

The “Records” section of the applicable IWC Wage Order also provides that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal period, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rate of pay.

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per Aggrieved Employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

Labor Code § 226 requires that in the event the employee is paid by the piece rate basis, the employer must list the piece rate formula and the number of pieces completed. Section 7(A)(6) of the IWC Orders expands on this requirement and provides that in the event any “piece rate or incentive plan” is used in calculating the wages due, “an explanation of the incentive plan formula shall be provided to the employees.” Section 7(A)(6) also provides that the employer must keep an accurate production record (including commission or piece rate calculation) and make that record available to the employee upon reasonable request.

Labor Code § 226(e)(1) provides, “[a]n employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) [of Labor Code § 226] is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.”

As set forth above, the Company violated its record keeping requirements by failing to accurately record employees’ hours worked including, but not limited to, the Company’s failure to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the actual wages earned and paid. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all aggrieved employees to the extent permitted by law.

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Labor Code sections 226, 226.3, and 1198 and the “Records” section of the Applicable IWC Wage Order)

Labor Code § 226(a) states in pertinent part “[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as detachable part of check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,... (3) the number of piece-rate unites earned and any applicable piece rate if the employee is

paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer, and... (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee.”

Labor Code § 226(e)(1) provides, “[a]n employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.”

Labor Code § 226(h) further states, “an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys’ fees.”

Labor Code § 226.3 imposes an additional civil penalty of \$250.00 per employee per violation in an initial citation and \$1,000 per employee per violation for any subsequent violation on the employer for violations of Labor Code § 226(a).

As set forth above, the Company failed to provide Claimant and other aggrieved employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements issued did not, among other things, include the correct total regular and overtime hours worked and the correct amount of gross and/or net wages earned. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all aggrieved employees to the extent permitted by law.

FAILURE TO TIMELY PAY ALL WAGES DUE UPON SEPERATION OF EMPLOYMENT
(Labor Code sections 201, 202, 203, 204, 210, 1194, 1194.2, 1198, and the “Minimum Wages” section of the Applicable IWC Wage Order)

Labor Code section 204(a) states in pertinent part, “[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” Furthermore, Labor Code section 204(b)(1) states, “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.” Labor Code section 210 provides that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation. The “Minimum Wages” section of the applicable IWC Wage Order also states that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code section 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section

202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203(a) states, in pertinent part, “[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.”

Due to the Labor Code violations described herein, Claimant asserts that the Company did not timely pay Claimant and other former aggrieved employees all minimum, regular, and overtime, and/or double time wages, as well as meal and/or rest premium wages, within the required time upon separation of employment. Based on information and belief, Claimant further contends that the Company did not pay former aggrieved employees the required waiting time penalties for the last payment of wages. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of all aggrieved employees to the extent permitted by law.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS
(Labor Code §§ 210, 225.5, 226(f), 226.3, 558, 558.1, 1174.1, 1197.1, 1198.5, 2699(f), and 6317)

Labor Code § 210 provides that any person who fails to pay wages as provided in Labor Code § 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25% if the amount unlawfully withheld, in addition to any other penalty.

Labor Code § 225.5 provides that, “...every person who unlawfully withholds wages due any employee in violation of Section...223 shall be subject to a civil penalty” of \$100 for each initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

For violations of Labor Code § 226(c), Labor Code §§ 226(f) and 1198.5 permit the current or former employee, or the Labor Commissioner, to recover a \$750 penalty from the employer.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558) or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

Labor Code § 558.1(a) states that “[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” This includes the owners, officers, directors, or managing agents of the employer. (Labor Code § 558.1(b).)

Labor Code § 1102.5 (e) imposes “a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation” of Labor Code § 1102.5(b) on any employer that is a corporation or limited liability company.

For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203 as follows: “(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to § 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to § 203, recovered pursuant to this section shall be paid to the affected employee.”

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 1174(c), 1174(d), 1194, 1197, 1197.1, 1198, and relevant IWC Wage Orders.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by, among other things, failing to provide legally compliant meal and/or rest periods and/or timely pay premium wages; failing to timely pay all minimum, regular, and/or overtime wages; failing to reimburse for necessary business expenses; failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; and failing to maintain accurate records, as required under the Labor Code and the applicable sections of the IWC Wage Order. As a result, the Company is liable for civil penalties under Labor Code §§ 210, 225.5 226.3, 558, 558.1, 1174.5, 1197.1, and 2699(f). Claimant will pursue all available remedies including, but not limited to, those stated herein, for the Company’s violations on behalf of himself and all other aggrieved employees to the extent allowed by law.

ATTORNEY'S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES, AND PENALTIES
(Labor Code sections 210, 218.5, 218.6, 225.5, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, and 2699, *et seq.*)

Labor Code sections 210, 218.5, 218.6, 225.5, 226(e), 558, 1194, 1194.2, 1197.1, and 2699, *et seq.*, among others, give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, reimbursements, damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorney's fees and costs.

Pursuant to Labor Code § 2699(i) an aggrieved employee, such as Claimant, is entitled to collect 25% of the penalty assessment. Under Labor Code § 2699(g)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Accordingly, the Company is liable for these items. Claimant has already incurred actual damages, costs and attorney's fees and he will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided by PAGA, on behalf of himself and all aggrieved employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated, and continues to violate, the Labor Code and the applicable IWC Wage Order, thereby depriving Claimant and other aggrieved employees of the rights and protections afforded to them. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all aggrieved employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional compensation owed to him or other losses incurred by him or by any other aggrieved employee of the Company, he reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action in his complaint.

Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself and all other aggrieved employees, as permitted by the PAGA.

Best regards,


Brisa Martinez

EXHIBIT 5

Appointed as Class Counsel¹ for the following wage and hour employment law cases:

United States District Court - Central District:

- *Corral v. Lifecare Solutions*, settled for \$3 million on behalf of approximately 270 class members, and Judge Olguin awarded 30% in fees.
- *Corral v. Staples the Office Super Store, LLC.*, settled for \$800,000.00 on behalf of approximately 2,289 class members, and Judge Scarsi awarded 33.33% in fees.
- *Ellis v. Pacific Bell Telephone Co.*, settled for \$3.1 million on behalf of approximately 84 class members, and Judge Carney awarded 33.3% in fees.
- *Green v. Lawrence Service Co.*, settled for \$60,000.00 on behalf of approximately 295 class members, and Judge Kronstadt awarded \$141,659.07 in fees.
- *Madera v. Universal Alloy Corporation*, settled for \$4.75 million on behalf of approximately 744 class members, and Judge Selna awarded 25% in fees.
- *Potter v. Big Tex Trailer Manufacturing, Inc.*, settled for \$972,391.68 on behalf of approximately 104 class members, and Judge Gutierrez awarded 33% in fees.
- *Rodriguez v. Old Dominion Freight Line, Inc.*, settled for \$3.4 million on behalf of approximately 76 class members, and Judge Fischer awarded 27.5% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica Holding Co.*, settled for \$950,000.00 on behalf of approximately 4,560 class members, and Judge Kronstadt awarded 25% in fees.
- *Weaver v. Hallmark Marketing Corp.* settled for \$5.625 million on behalf of approximately 3,846 class members, and Judge Fairbanks awarded 33% in fees.

United States District Court – Eastern District:

- *Milburn v. Petsmart, Inc.*, settled for \$1.35 million on behalf of approximately 2,984 class members, and Judge Drozd awarded 33% in fees.
- *Osegueda v. Northern California Inalliance*, settled for \$225,000.00 on behalf of approximately 271 class members, and Judge Shubb awarded 33.33% in fees.
- *Stoddart v. Express Services, Inc.*, settled for \$10 million on behalf of approximately 145,548 class members, and Judge Mueller awarded 25% in fees.

¹ List includes cases filed by ARCH Legal, P.C., as well as its predecessor entities. It also includes cases where other law firms were appointed as co-class counsel.

United States District Court – Northern District:

- *Aston v. United Parcel Services, Inc.*, settled for \$490,000.00 on behalf of approximately 2,000 class members, and Judge White awarded 33.33% in fees.
- *Delatorre v. Johnson Controls, Inc.*, settled for \$2.8 million on behalf of approximately 1,441 class members, and Judge Grewal awarded 25% in fees.
- *Fong v. Regis Corporation*, settled for \$5.75 million on behalf of approximately 5,573 class members, and Judge Chhabria awarded 33% in fees.
- *Jimenez v. Menzies Aviation*, settled for \$1.25 million on behalf of 5,175 class members, and Judge Orrick awarded 33% in fees.
- *Moore v. Petsmart, Inc.*, settled for \$10 million on behalf of approximately 19,701 class members, and Judge Davila awarded 27% in fees.

United States District Court – Southern District:

- *Birch v. Office Depot, Inc.*, settled for \$14 million on behalf of approximately 16,722 class members, and Judge Sabraw awarded 40% in fees.
- *Ceron v. Flagship Facility Services, Inc.*, settled for \$2 million on behalf of approximately 6,922 class members, and Judge Sammartino awarded 30% in fees.
- *Cook v. Tiffany and Company*, settled for \$4,148,270.00 on behalf of approximately 1,584 class members, and Judge Lorenz awarded 24.8% in fees.
- *Ferguson v. Winston Retail Solutions*, settled for \$750,000.00 on behalf of approximately 660 class members, and Judge Battaglia awarded 33.33% in fees.
- *Lopez v. GAT Airline Ground Support, Inc.*, settled for \$600,000.00 on behalf of approximately 1,394 class members, and Judge Battaglia awarded 25% in fees.
- *Pool v. Ameripark, LLC*, settled for \$1.75 million on behalf of approximately 1,024 class members, and Judge Burns awarded 25% in fees.
- *Singer v. Becton Dickinson and Co.*, settled for \$1 million on behalf of approximately 266 class members, and Judge Gonzalez awarded 33.33% in fees.

Superior Court for the County of Alameda:

- *Coombes, et al. v. HR Support*, settled for \$525,000.00 on behalf of approximately 1,190 class members, and Judge Markman awarded 33.33% in fees.
- *Gray v. Moz Designs, Inc.*, settled for \$124,000.00 on behalf of approximately 33 aggrieved employees, and Judge Lee awarded 33.33% in fees.
- *Hobby v. Landmark Event Staffing Services, Inc.*, settled for \$245,100.00 on behalf of approximately 3,671 class members, and Judge Hernandez, Jr., awarded 33.33% in fees.
- *Lee v. Sutter Bay Medical Foundation*, settled for \$995,000.00 on behalf of approximately 5,403 class members, and Judge Petrou awarded 33.33% in fees.
- *Pena v. American National Insulation, LLC.*, settled for \$883,189.09 on behalf of approximately 711 aggrieved employees, and Judge Brand awarded 33.33% in fees.
- *Roberson v. Center for the Elders' Independence*, settled for \$1.15 million on behalf of approximately 527 class members, and Judge Smith awarded 30% in fees.
- *Trento v. US Security Associates*, settled for \$6.5 million on behalf of approximately 14,700 class members, and Judge Seligman awarded 27.69% in fees.

Superior Court for the County of Contra Costa:

- *Stevenson v. Falcon Critical Care Transport*, settled for \$233,853.00 on behalf of approximately 46 class members, and Judge Goode awarded 29% in fees.

Superior Court for the County of Fresno:

- *Drake v. Midvalley Disposal, LLC* before Judge Snauffer, settled for \$150,000.00 on behalf of approximately 315 class members, and Judge McGuire awarded 28% in fees.
- *Kenner v. Oak Harbor Freight Lines, Inc.*, settled for \$1.85 million on behalf of approximately 216 class members, and Judge Snauffer awarded 27% in fees.
- *Parmelee v. Driveline Retail Merchandising, Inc.*, settled for \$1 million on behalf of approximately 1,261 class members, and Judge Kapetan awarded 33.33% in fees.

Superior Court for the County of Kern:

- *AMF Bowling Wage and Hour Cases*, settled for \$4.33 million on behalf of approximately 12,283 class members, and Judge Barmann Jr. awarded 34% in fees.

- *McGough v. Love's Travel Stops & Country Stores, Inc.*, settled for \$3 million on behalf of approximately 1,638 class members, and Judge Schuett awarded 33.33% in fees.
- *Muniz v. Norman Etchison, Inc.* settled for \$350,000 on behalf of 118 employees, Judge Barmann awarded 33.33% in fees.

Superior Court for the County of Los Angeles:

- *Agredano v. Southwest Water Company*, settled for \$1.22 million on behalf of approximately 125 class members, and Judge Nelson awarded 33.33% in fees.
- *Arong v. Integra Beauty, Inc.*, settled for \$400,000.00 on behalf of approximately 231 class members, and Judge Kuhl awarded 33.33% in fees.
- *Calhoun v. General Petroleum Corp.*, settled for \$950,000.00 on behalf of approximately 300 class members, and Judge Dunn awarded 40% in fees.
- *Cartwright v. Envoy Air, Inc.*, settled for \$2.5 million on behalf of approximately 2,354 class members, and Judge Highberger awarded 33.33% in fees.
- *Escalante v. Urth Payroll Services, Inc.*, settled for \$625,000.00 on behalf of approximately 2,115 aggrieved employees, and Judge Traber awarded 40% in fees.
- *Fernandez v. Prime Healthcare Services, Inc.*, settled for \$145,000.00 on behalf of approximately 18 aggrieved employees, and Judge Keeny awarded 33.33% in fees.
- *Frugard v. Unified Protective Services, Inc.*, settled for \$1,000,000 on behalf of 244 class members, and Judge Riff awarded 40% in fees.
- *Garcia v. Menzies Aviation, Inc.*, settled for \$1 million on behalf of approximately 1,800 class members, and Judge Rosenblatt awarded 33.33% in fees.
- *Gordon v. Accountable Healthcare Staffing, Inc.*, settled for \$900,000.00 on behalf of approximately 560 class members, and Judge Buckley awarded 33.33% in fees.
- *Hendrix v. Lucky Seven Dragons, Inc.*, settled for \$225,000.00 on behalf of approximately 336 class members, and Judge Riff awarded 33.33% in fees.
- *Iskandaryan v. Casual Male Retail Group, Inc.*, settled for \$950,000.00 on behalf of approximately 716 class members, and Judge Stern awarded 33.33% in fees.
- *Jackson v. Sourcecorp BPS Inc.*, settled for \$1.875 million on behalf of approximately 481 class members, and Judge Nelson awarded 33.33% in fees.

- *Jimenez v. Golden Star Technology, Inc.*, settled for \$114,000 on behalf of approximately 43 aggrieved employees, and Judge Rice awarded 33% in fees.
- *Kirkpatrick v. Petco Animal Supplies Stores, Inc.*, settled for \$9.75 million on behalf of approximately 15,962 class members, and Judge Highberger awarded 33.33% in fees.
- *Lopez v Infosys Limited*, settled for \$2.72 million on behalf of approximately 4,444 class members, and Judge Bowick awarded 33.33 in fees.
- *Lucarini v. Dresser, Inc.*, settled for \$1.024 million on behalf of approximately 78 class members, and Judge Mohr awarded 39.55% in fees.
- *Magana-Mead v. LKQ Corporation*, was settled for \$1.15 million on behalf of 303 class members, and Judge Nelson awarded 33% in fees.
- *Mahoney v AT&T Corp.*, settled for \$13,894,098.62 on behalf of approximately 719 class members, and Judge Elias awarded 33.33% in fees.
- *Olmsted v. Mercury Insurance Services, LLC*, settled for \$2.8 million on behalf of approximately 3,838 class members, and Judge Kuhl awarded 33.33% in fees.
- *Quinones v. Atria Management Company, LLC*, settled for \$1 million on behalf of approximately 15,027 class members, and Judge Buckley awarded 33.33% in fees.
- *Ralda v. Smart & Final Stores, LLC*, settled for \$2 million on behalf of approximately 3,104 class members, and Judge Kuhl awarded 33.33% in fees.
- *Rodriguez v. Atrium Hospitality LP*, settled for \$1,170,000.00 on behalf of approximately 1,467 class members, and Judge Seigle awarded 33.33% in fees.
- *Solaberrieta v. Baker Hughes Oilfield Operations*, settled for \$3.5 million on behalf of approximately 295 class members, and Judge Wiley awarded 33.33% in fees.
- *Taylor v. Cross Country Support Services*, settled for \$582,000.00 on behalf of 581 class members, and Judge Nelson awarded 33.33% in fees.
- *Valentine v. Rehabilitation Center of Santa Monica*, settled for \$2.050 million on behalf of 7,072 class members, and Judge Palazuelos awarded 33% in fees.
- *Valles v. Anthony, Inc.*, settled for \$2.858 million on behalf of 658 class members, and Judge Sadvig awarded 33.33% in fees.
- *Walker v. Favorite Healthcare Staffing, Inc.*, settled for \$3.65 million on behalf of approximately 7,290 class members, and Judge Iwasaki awarded 33% in fees.

- *Whittington v. Eureka Restaurant Group, LLC*, settled for \$200,000.00 on behalf of 3,883 class members, and Judge Hill awarded 33% in fees.
- *Williams v. One Legacy*, settled for \$1.2 million on behalf of approximately 145 class members, and Judge Johnson awarded 33% in fees.
- *Wright v. AMF Bowling Centers, Inc.*, settled for \$6.35 million on behalf of approximately 4,914 class members, and Judge Duffy-Lewis awarded 28% in fees.
- *Wright v. Menzies Aviation, Inc.*, was certified as a class action by Judge Weintrob and was consolidated with *Jimenez v. Menzies Aviation, Inc.* for settlement purposes.

Superior Court for the County of Orange:

- *Bernardo v. Firstelement Fuel, Inc.*, settled for \$751,000.00 on behalf of approximately 139 aggrieved employees, and Judge Claster awarded 30% in fees.
- *Chima v. Beckman Coulter, Inc.*, settled for \$225,000.00 on behalf of approximately 36 class members, and Judge Wilson awarded 35% in fees.
- *ClubCorp Wage and Hour Cases*, settled for \$6 million on behalf of approximately 3,554 class members, and Judge Claster awarded 33.33% in fees.
- *Collins v. The Stephouse Recovery, Inc.*, settled for \$1.2 million on behalf of approximately 150 class members, and Judge Claster awarded 35% in fees.
- *Duarte v. Rainbow Disposal Co., Inc.*, settled for \$1.6 million on behalf of approximately 110 class members, and Judge Andler awarded 40% in fees.
- *Flannery v. AGR Group California*, settled for \$1,324,937.00 on behalf of approximately 5,182 class members, and Judge Andler awarded 33% in fees.
- *Jenkins v. The Mentor Network, Inc.*, settled for \$1.625 million on behalf of approximately 1,050 class members, and Judge Perkins awarded 33% in fees.
- *Payton v. Atlantic Aviation Investors, Inc.*, settled for \$1 million on behalf of approximately 162 class members, and Judge Stock awarded 40% in fees.
- *Parnell v. Hart-Hanks Shoppers, Inc.*, settled for \$600,000.00 on behalf of approximately 169 class members, and Judge Andler awarded 33.33% in fees.
- *Sheehan v. Applied Medical Products*, settled for \$2.75 million on behalf of approximately 2,012 class members, and Judge Claster awarded 33.33% in fees.

- *Valenzuela v. Enver Solar, Inc.*, settled for \$575,000.00 on behalf of approximately 1,440 class members, and Judge Sanders awarded 35% in fees.

Superior Court for the County of Riverside:

- *Becerra v. Moncler USA Retail, LLC.*, settled for \$447,744.15 on behalf of approximately 169 class members, and Judge Riemer awarded 33% in fees.
- *Digiacomio v. Castelli's Ristorante*, settled for \$225,000.00 on behalf of approximately 35 class members, and Judge Waters awarded 33% in fees.
- *Leonard v. ABTTC, Inc.*, settled for \$2.5 million on behalf of approximately 336 class members, and Judge Riemer awarded 33% in fees.
- *Loudon v. DHSE, Inc.*, (Representative Action), settled for \$650,000.00 on behalf of approximately 860 aggrieved employees, and Judge Waters awarded 33.33% in fees.
- *Steepe v. Responsible Medical Solutions Corp.*, settled for \$629,147.61 on behalf of approximately 273 class members, and Judge Riemer awarded 30.6% in fees.
- *Vega v. Fondomonte California, LLC*, settled for \$775,000.00 on behalf of approximately 242 class members, and Judge Hopp awarded 33.33% in fees.
- *Vest v. Scher Tire, Inc.*, settled for \$3,363,396.00 on behalf of approximately 795 class members, and Judge Waters awarded 33.33% in fees.

Superior Court for the County of Sacramento:

- *Abella v. GHC OF SAC-SNF LLC*, settled for \$1.35 million on behalf of approximately 5,484 class members, and Judge Mesiwala awarded 33.33% in fees.
- *Johnson v. PMC Southwest, LLC*, settled for \$2.25 million on behalf of approximately 377 class members, and Judge Krueger awarded 33.33% in fees.
- *Mendez v. SSP America SMF, LLC*, settled for \$650,000.00 on behalf of 173 class members, and Judge Damrell awarded 35% in fees.
- *Muniz/Wine v. Sutter Valley Hospitals*, settled for \$14,250,000.00 on behalf of approximately 25,995 class members, and Judge Damrell awarded 33.33% in fees.
- *Orosz v. Briarwood Post Acute, LLC*, settled for \$130,000.00 on behalf of 150 class members, and Judge Damrell awarded 33.33% in fees.

- *Vazquez/Bowens v. Calcare, Inc., et al.*, settled for \$1.5 million on behalf of approximately 2,805 class members, and Judge Jones awarded 35% in fees.

Superior Court for the County of San Bernardino:

- *Alvarez v. Core States, Inc.*, settled for \$530,000.00 on behalf of approximately 45 class members, and Judge Garza awarded 40% in fees.
- *Booher v. The Poma Companies*, settled for \$650,000.00 on behalf of approximately 75 class members, and Judge Plotkin awarded 44% in fees.
- *Bracy v. Speedy Cash*, settled for \$237,320.00 on behalf of approximately 222 class members, and Judge Kayashima awarded 22.69% in fees.
- *Christensen v. Heartland Express Inc. of Iowa*, settled for \$10.25 million on behalf of approximately 1,717 class members and 984 members of a FLSA collective, and Judge Cohn awarded 33.33% in fees.
- *Jeffries v. Praxair Services, Inc.*, settled for \$373,000.00 on behalf of approximately 23 class members, and Judge Garza awarded 35% in fees.
- *Malone v. Praxair, Inc.*, settled for \$900,000.00 on behalf of approximately 57 class members, and Judge Davis awarded 40% in fees.
- *McCray v. Wireless World, LLC et al.*, settled for \$1million on behalf of approximately 1,300 class members, and Judge Pacheco awarded 40% in fees.
- *Sala v. Personnel Staffing*, settled for \$40,000.00 on behalf of approximately 47 class members, and Judge Cohn awarded 40% in fees.
- *Sala v. Radial South, L.P.*, settled for \$350,000.00 on behalf of 251 class members, and Judge McCarville awarded 40% in fees.
- *Salazar v. PODS Enterprises, LLC.*, settled for \$1,360,632.00 on behalf of approximately 654 class members, and Judge Ortiz awarded 33.33% in fees.
- *Scaglione v. M.O. Dion & Sons, Inc.*, settled for \$585,000.00 on behalf of approximately 123 class members, and Judge Garza awarded 30% in fees.
- *Taylor v. Penske Logistics LLC.*, settled for \$1,455,000.00 on behalf of approximately 5,791class members, and Judge David Cohn awarded 33% in fees.

Superior Court for the County of San Diego:

- *Almanza v. Pure Project, LLC*, settled for \$235,000 on behalf of approximately 85 class members, and Judge Smyth awarded 33% in fees.
- *Andrew v. Coronado Brewing Company, INC.*, settled for \$650,000.00 on behalf of approximately 635 class members, and Judge Freestone awarded 33.33% in fees.
- *Arredondo Jr. v. Pinkerton Consulting & Investigations Inc.*, settled for \$1.35 million on behalf of 238 class members, and Judge Pollack awarded 33.33% in fees.
- *Arriaga v. International Coffee & Tea*, settled for \$1.25 million on behalf of 479 class members, and Judge Bacal awarded 33.33% in fees.
- *Artibee v. Corelogic Credoco, LLC*, settled for \$694,180.00 on behalf of approximately 241 class members, and Judge Bacal awarded 33.33% in fees.
- *Baker v. Select Comfort Retail Corp.*, settled for \$1.2 million on behalf of approximately 426 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Barron v Green Farms, Inc.*, settled for \$650,000.00 on behalf of approximately 154 class members, and Judge Pollak awarded 33.33% in fees.
- *Basile v. Aaron Brothers, Inc.*, settled for \$750,000.00 on behalf of approximately 2,000 and Judge Katz awarded 32.44% in fees.
- *Bergman v. BJS&T Enterprises, Inc.*, settled for \$200,000.00 on behalf of 99 class members, and Judge Frazier awarded 33.33% in fees.
- *Berry v. Sizzling Platter, LLC*, settled for \$950,000.00 on behalf of approximately 2,654 class members, and Judge Frazier awarded 33% in fees.
- *Broadnax v. Amazing Courier Express Services, LLC.*, settled for \$1.15 million on behalf of approximately 639 class members, and Judge Mangione awarded 33% in fees.
- *Buckner v. K.A. McNair Brewing Company, LLC*, settled for \$110,000 on behalf of approximately 75 aggrieved employees, and Judge Bae awarded 35% in fees.
- *Carson v. Downtown San Diego Partnership Clean and Safe*, settled for \$200,000.00 on behalf of 99 aggrieved employees, and Judge Bacal awarded 33.33% in fees.
- *Cervantes v. TEKsystems Global Services, LLC*, settled for \$63,384 on behalf of approximately 35 aggrieved employees, and Judge McLaughlin awarded 33.33% in fees.
- *Chavez v. Real Time Staffing Services, Inc.*, settled for \$1.9 million on behalf of approximately 3,120 class members, and Judge Medel awarded 35% in fees.

- *Clancy v. Scripps Health*, settled for \$6.4 million on behalf of approximately 124 class members, and Judge Meyer awarded 33% in fees.
- *Costa v. Altman Specialty Plants, Inc.*, settled for \$2.4 million on behalf of approximately 4,414 class members, and Judge Hayes awarded 33.33% in fees.
- *Dadafshar v. KT Hotels, LLC, dba Pendry Hotel*, settled for \$515,000.00 on behalf of 892 class members, and Judge Pollack awarded 33.3% in fees.
- *De La Rosa v. Quten Research Institute, LLC*, settled for \$450,000.00 on behalf of approximately 402 class members, and Judge Meyer awarded 33.33% in fees.
- *Demers v. Hotcakes No. 3, Inc.*, settled for \$150,000.00 on behalf of approximately 300 class members, and Judge Nevitt awarded 33% in fees.
- *Dew v. Minegar Contracting, Inc.*, settled for \$525,150.00 on behalf of approximately 270 class members, and the Judge Sturgeon awarded 35% in fees.
- *Downey v. Sears Roebuck and Co. (Representative Action)*, settled for \$875,000.00 on behalf of approximately 1,200 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Escoto-Miranda v. Evans Tire & Service Centers, Inc.*, settled for \$800,000.00 on behalf of approximately 450 class members, and Judge Strauss awarded 33% in fees.
- *Falcon v. Flight Suits, Inc.*, settled for \$450,000.00 on behalf of approximately 101 class members, and Judge Denton awarded 33.33% in fees.
- *Fay v Cement Cutting, Inc.*, settled for \$720,000.00 on behalf of approximately 376 class members, and Judge Bacal awarded 33.33% in fees.
- *Fennessey v. Round Table Pizza, Inc.*, settled for \$2.125 million on behalf of approximately 16,333 class members, and Judge Lewis awarded 28% in fees.
- *Frayre v. United Parcel Services Supply Chain Services, Inc.*, settled for \$494,000.00 on behalf of approximately 55 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Garcia v. Task Ventures, LLC*, settled for \$822,856.50 on behalf of approximately 2,700 class members, and Judge Wohlfeil awarded 40% in fees.
- *Geilenfeldt v. EDF Renewable Energy, Inc.*, settled for \$2.5 million on behalf of approximately 144 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Gomez v. RD Engineering & Construction, Inc.*, settled for \$650,000 on behalf of 212 class members, and Judge Bae awarded 35% in fees.

- *Gonzalez v. Coronado Yacht Club*, settled for \$330,000.00 on behalf of approximately 193 class members, and Judge Mangione awarded 33.33% in fees.
- *Headley v. Professional Maintenance Systems, Inc.*, settled for \$3.15 million on behalf of approximately 3,851 class members, and Judge Frazier awarded 30% in fees.
- *Huerta v. Venture Petroleum Company, Inc.*, settled for \$300,000.00 on behalf of approximately 513 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Irmen v. Raphael's Party Rentals*, settled for \$1 million on behalf of approximately 845 class members, and Judge Lewis awarded 40% in fees.
- *Johnson v. The SoCo Group, Inc.*, settled for \$895,000.00 on behalf of approximately 218 class members, and Judge Lewis awarded 33.33% in fees.
- *Johnson v. Sun Auto Tire & Service, Inc. fka GB Auto Service, Inc., et al.*, settled for \$1,950,000.00 on behalf of approximately 1,335 class members, and Judge Judy S. Bae awarded 30% in fees.
- *Julio v. L&M Tire Company, Inc.*, settled for \$1.85 million on behalf of approximately 1,087 class members, and Judge Barton awarded 33% in fees.
- *Koleff v. Starside Security and Investigation, Inc.*, settled for \$525,000.00 on behalf of 307 class members, and Judge Mangione awarded 33.33% in fees.
- *Lopez v. Struc Steel, Inc.*, settled for \$55,000.00 on behalf of approximately 30 aggrieved employees, and Judge Joel R. Wohlfeil awarded 35% in fees.
- *Loveless v ASM Affiliates*, settled for \$750,000.00 on behalf of approximately 276 class members, and Judge Styn awarded 33.33% in fees.
- *Maasrani v. International Hotel Associates No. 11 LLC*, settled for \$540,000.00 on behalf of approximately 140 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Madriz v. North County Ford, Inc.*, settled for \$188,000.00 on behalf of approximately 45 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Malveda v. Providien LLC*, settled for \$5,500,000.00 on behalf of approximately 1099 class members, and Judge McLaughlin awarded 35% in fees.
- *Mandell v. Diversified Communications Services, Inc. (Representative Action)*, settled for \$50,000.00 on behalf of approximately 55 aggrieved employees, and Judge Frazier approved 33.33% in fees.

- *Martinez v. San Diego Auto Scrubber, Inc.*, settled for \$500,000.00 on behalf of approximately 148 class members, and Judge Hayes awarded 33.33% in fees.
- *Morales v. Sony Electronics, Inc.*, settled for \$450,100.00 on behalf of approximately 4,742 class members, and Judge Styn awarded 65.82% in fees.
- *Moreno v. Providence Group, Inc.*, settled for \$775,000.00 on behalf of approximately 486 class members, and Judge Frazier awarded 30% in fees.
- *Nathan v. OS Restaurant Services, LLC*, settled for \$450,000.00 on behalf of approximately 748 class members and aggrieved employees, and Judge Keri Kats awarded 33% in fees.
- *Parvizi v. Classic Residence Management, LP*, settled for \$1 million on behalf of approximately 1,409 class members, and Judge Wohlfeil awarded 33.33% in fees.
- *Pham v. George's at the Cove, Inc. dba George's at the Cove #4032*, settled for \$340,000.00 on behalf of approximately 519 class members, and Judge Bacal awarded 33.33% in fees.
- *Pina v. Paradise Wings Enterprise*, settled for \$150,000.00 on behalf of approximately 248 class members, and Judge Taylor awarded 33.33% in fees.
- *Robles v. Jetro Holdings, LLC.*, settled for \$4,100,000.00 on behalf of approximately 6,183 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Sanchez v. Evans Tire and Service Centers, Inc.*, settled for \$750,000.00 on behalf of approximately 401 class members, and Judge Sturgeon awarded 33.33% in fees.
- *Serrano v KSL Corona, L.P.*, settled \$325,000.00 on behalf of approximately 261 aggrieved employees, and Judge Meyer awarded 33.33% in fees.
- *Solis v. Check Agencies of California, Inc.*, settled for \$475,000.00 on behalf of approximately 559 class members, and Judge Taylor awarded 35% in fees.
- *Spriggs v. Ortiz Corporation*, settled for \$300,000.00 on behalf of approximately 198 class members, and Judge Katz awarded 33.33% in fees.
- *Thompson v. LawInfo.com, Inc.*, settled for \$150,000.00 on behalf of approximately 115 class members, and Judge Enright awarded 33.33% in fees.
- *Twombly v. Del Frisco's*, settled for \$950,000.00 on behalf of approximately 1,800 aggrieved employees, and Judge Sturgeon awarded 33.33% in fees.
- *Uriostegui v. Pacific Drive-Ins, LLC.*, settled for \$590,000.00 on behalf of approximately 2,645 class members, and Judge Caietti awarded 33.33% in fees.

- *Vega v. Scoobeez*, settled for \$2,512,390.91 on behalf of approximately 5,271 class members, and Judge Whitney awarded 33.33% in fees.
- *Well v. Hooters of America, Inc.*, settled for \$1.35 million on behalf of approximately 2,300 class members, and Judge Wohlfeil awarded 35% in fees.
- *Zamorano v. Piperin Corporation*, settled for \$121,887.00 on behalf of approximately 51 class members, and Judge Pollack awarded 33.33% in fees.

Superior Court for the County of San Francisco:

- *Casas v. Pacific Bell Telephone Co.*, settled for \$6 million on behalf of approximately 464 class members, and Judge Goldsmith awarded 23% in fees.
- *Reilly v. California Institute of Integral Studies* settled for \$210,000 on behalf of 54 employees, and Judge Schulman awarded 33.33% in fees.
- *Simpkins v. GPS Consumer Direct, Inc.*, settled for \$1.6 million on behalf of approximately 3,295 class members, and Judge Cheng awarded 33.33% in fees.

Superior Court for the County of San Joaquin:

- *Tunchez/Cooper v. Thomas Cuisine Management, LLC.*, settled for \$3,350,000.00 on behalf of approximately 1,783 class members, and Judge Lee awarded 33.33% in fees.

Superior Court for the County of San Luis Obispo:

- *Hernandez v. All Ways Clean* (Representative Action), settled for \$205,000.00 on behalf of approximately 642 aggrieved employees, and Judge Coates granted 35% in fees.
- *Martinez v. Zoo Med Laboratories*, settled for \$600,000.00 on behalf of approximately 330 aggrieved employees, and Judge Coates awarded 33% in fees.

Superior Court for the County of Santa Barbara:

- *Ramirez v Baker Hughes Oilfield Operations (Baker Hughes Wage and Hour Cases)*, settled for \$2.75 million on behalf of 165 class members, and Judge Anderle awarded 33.33% in fees.

Superior Court for the County of Santa Clara:

- *Adami v. Prime Now LLC.*, settled for \$4.3 million on behalf of 44,172 class members, and Judge Zayner awarded 33.33% in fees.
- *Allison v. Super Zen, Inc.*, settled for \$235,300.00 on behalf of approximately 26 class members, and Judge Lucas awarded 33.33% in fees.
- *Edwards v. Absolute Senior Solutions, et al.*, settled for \$244,000.00 on behalf of approximately 134 aggrieved employees, and Judge Zayner awarded 33.33% in fees.
- *Hefner v. Solary, LLC.*, settled for \$750,000.00 on behalf of approximately 67 class members, and Judge Kulkarni awarded 33.33% in fees.
- *Ledbetter v. Entrepreneurial Ventures, Inc.*, settled for \$1.8 million on behalf of approximately 754 class members, and Judge Overton awarded 33.33% in fees.
- *Letuligasenoa v. International Paper Company*, settled for \$4.5 million on behalf of approximately 3,786 class members, and Judge Errand awarded 33.33% in fees with a 1.47 multiplier.
- *Suarez v. First Alarm Security & Patrol, Inc.*, settled for \$7.25 million on behalf of approximately 3,786 class members, and Judge Walsh awarded 33.33% in fees.
- *Subia v. National Securities Industries, Inc.*, settled for \$275,000.00 on behalf of approximately 187 class members, and Judge Lucas awarded 30% in fees.

Superior Court for the County of Solano:

- *Apodaca v. Randstad US, LLC.*, settled for \$275,000.00 on behalf of approximately 675 aggrieved employees, and Judge Gizzi awarded 33.33% in fees.
- *O'Neal v. Old Navy, LLC.*, settled for \$2.5 million on behalf of approximately 22,652 class members, and Judge Jones awarded 25% in fees.
- *Roberson v. Ghiringhelli Specialty Foods*, settled for \$375,000.00 on behalf of approximately 1,324 aggrieved employees, and Judge Getty awarded 33.33% in fees.
- *Saechao v. Pla-Fit Franchise d.b.a. Planet Fitness*, settled for \$325,000.00 on behalf of approximately 149 class members, and Judge Mattice awarded 25% in fees.
- *Stafford v. Dollar Tree Stores, Inc.*, settled for \$4.6 million on behalf of approximately 7,737 class members, and Judge Beeman awarded 33.33% in fees.
- *Stoddart v. Heavy Metal Iron, Inc.*, settled for \$150,000.00 on behalf of approximately 17 aggrieved employees, and the Judge Carringer awarded 25% in fees.

- *Turnage v. Park Management Corporation*, settled for \$400,000.00 on behalf of approximately 214 class members, and Judge Daniels awarded 33.33% in fees.

Superior Court for the County of Tulare:

- *Lopez v. Ruiz Food Products, Inc.*, settled for \$547,500.00 on behalf of approximately 2,233 class members, and Judge Hillman awarded 33% in fees.

Superior Court for the County of Ventura:

- *Jackson v. Vulcan Materials Co.*, settled for \$800,000.00 on behalf of approximately 103 class members, and Judge Bysshe awarded 37.5% in fees.
- *Laux v. Van Nuys Skyways, Inc.*, settled for \$800,000.00 on behalf of approximately 70 class members, and Judge Riley awarded 35% in fees.