

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Austin D. Sork (Cal. State Bar No. 360918)
3 **Shimoda & Rodriguez Law, PC**
9401 East Stockton Boulevard, Suite 120
4 Elk Grove, CA 95624
Telephone: (916) 525-0716
5 Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
6 jrodriguez@shimodalaw.com
7 rkonini@shimodalaw.com
asork@shimodalaw.com

8 Attorneys for Plaintiff RAYMOND BARRERAS
individually and on behalf of similarly situated employees
9

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF YOLO**
12

13 RAYMOND BARRERAS, individually and
14 on behalf of all other similarly situated
employees,

15 Plaintiff,

16 vs.
17

18 JESSEE HEATING & AIR CONDITIONING,
a California Corporation; and DOES 1 to 100,
19 inclusive,

20 Defendants.
21
22
23
24

Case No. CV2024-2137

Assigned for All Purposes To:
Hon. Samuel T. McAdam
Department 14

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: November 20, 2025
Time: 9:00 a.m.
Dept.: 14
Judge: Hon. Samuel T. McAdam

Filed: August 21, 2024
Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on November 20, 2025, at 9:00 a.m., or as soon thereafter as the
3 matter may be heard in Department 14 of the above-entitled Court, Plaintiff Raymond Barreras,
4 individually and on behalf of all other similarly situated individuals, hereby moves for entry of an Order
5 for the following:

- 6 1. Certifying the proposed class herein for purposes of settlement;
- 7 2. Appointing Plaintiff Raymond Barreras as Class Representative for purposes of settlement;
- 8 3. Appointing Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of settlement;
- 9 4. Approving the proposed class action and Private Attorney's General Act settlement, in the
10 amount of \$700,000, which is incorporated herein by reference;
- 11 5. Approving the application of payment to Class Counsel of attorneys' fees in the amount of
12 \$245,000;
- 13 6. Approving the application of payment to Class Counsel of reasonable costs not to exceed
14 \$7,433.17;
- 15 7. Approving the Class Representative Enhancement Payment of \$10,000 to Plaintiff Raymond
16 Barreras;
- 17 8. Approving the appointment of ILYM Group, Inc. as the Settlement Administrator and for
18 payment to ILYM Group, Inc., for administering said class action settlement in an amount
19 not to exceed \$9,350;
- 20 9. Approving the settlement of claims under the Private Attorneys General Act for the total
21 amount of \$40,000, 75% of which will be paid to the Labor and Workforce Development
22 Agency and 25% of which will be paid to Aggrieved Employees;
- 23 10. Determining that the class notification procedure and process complied with Class Members'
24 due process rights;
- 25 11. Directing that any funds from settlement checks that were not cashed by the check cashing
26 deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers
27 Rights under the doctrine of *cy pres*; and
28

12. Approving and adopting the Proposed Order and its implementation schedule, which is filed herewith and incorporated by reference.

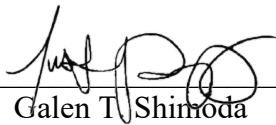
This Motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section 2699(l)¹, and California Rules of Court 3.769 and 3.764, on the grounds that the preliminarily approved class action and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members and should be approved by the Court. This motion will be based on the notice of motion, memorandum of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of Raymond Barreras, the Declaration of Garvin Brown, exhibits, the record and files of this case, and any further oral or documentary evidence introduced at the hearing of this motion.

Pursuant to Local Rule 11.2, the court will issue a tentative ruling on the merits of the matter by 3:00 p.m. on the court day before the hearing. The tentative rulings are available by phone at (530) 406-6806 and on the Court's web site after 3:00 p.m. The tentative ruling shall become the ruling of the court, unless a party desiring to be heard so advises the courtroom clerk of the designated department no later than 4:00 p.m. on the court day preceding the hearing, and further advises the courtroom clerk that such party has notified the other party(s) of its intention to appear.

Dated: October 28, 2025

Shimoda & Rodriguez Law, PC

By: _____


Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Austin D. Sork
Attorneys for Plaintiff

¹ Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because the PAGA notice predates this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Austin D. Sork (Cal. State Bar No. 360918)
3 **Shimoda & Rodriguez Law, PC**
9401 East Stockton Boulevard, Suite 120
4 Elk Grove, CA 95624
Telephone: (916) 525-0716
5 Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
6 jrodriguez@shimodalaw.com
rkonini@shimodalaw.com
7 asork@shimodalaw.com

8 Attorneys for Plaintiff RAYMOND BARRERAS
individually and on behalf of similarly situated employees
9

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF YOLO**
12

13 RAYMOND BARRERAS, individually and
on behalf of all other similarly situated
14 employees,

15 Plaintiff,

16 vs.
17

18 JESSEE HEATING & AIR CONDITIONING,
a California Corporation; and DOES 1 to 100,
19 inclusive,

20 Defendants.
21
22
23
24
25
26
27
28

Case No. CV2024-2137

Assigned for All Purposes To:
Hon. Samuel T. McAdam
Department 14

CLASS ACTION

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: November 20, 2025
Time: 9:00 a.m.
Dept.: 14
Judge: Hon. Samuel T. McAdam

Filed: August 21, 2024
Trial Date: None Set

TABLE OF CONTENTS

I. Introduction And Opening Summary of Argument.....	1
II. Procedural And Litigation History.....	2
III. Investigation And Discovery Conducted.....	2
IV. Negotiation and Proposed Settlement.....	3
a. Plaintiff and Defendant Engaged in Extensive Arm's Length Negotiations	3
b. The Terms of the Agreement	3
c. Allocation of Settlement Funds	6
V. Preliminary Approval of Class Action Settlement and the Subsequent Class Action Administration	6
VI. The Agreement Warrants Final Approval As It Is Fair, Reasonable, And Adequate As To All Class Members Based On The Facts Of This Case	8
a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness	9
i. The Settlement is a Result of Extensive, Non-Collusive Arm's Length Negotiations Between the Parties	9
ii. The Extent of Investigation and Discovery Completed Provided Ample Information to Enter Into an Informed and Reasonable Settlement.....	9
iii. Plaintiffs' Counsel are Experienced in Similar Litigation.....	10
iv. No Class Members Objected or Opted Out	10
v. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of Plaintiff's Case and the Risks and Costs of Further Litigation	11
vi. The Proposed Settlement is a Reasonable Compromise of Claims	12
b. Certification of the Class is Appropriate.....	12
i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous.....	13
ii. The Commonality, Predominance, and Typicality Requirements are Met	13
iii. The Adequacy Requirement is Met	14
VII. The Amounts Requested For Attorney's Fees And Costs, An Enhancement Payment To The Class Representative, And Settlement Administrator Costs Are Reasonable And Should Be Approved.....	15

a. A Fee of Thirty-Five Percent of the Common Fund Is Reasonable Because It Is Within the Ranges Historically Approved by Courts in Class Settlements and a Lodestar Cross Check Validates the Proposed Fee.....	16
b. Class Counsel’s Expenses and Costs Were Necessarily Incurred to Achieve the Benefits Obtained.....	18
c. Class Counsel’s Request for an Enhancement Payment To The Class Representative Is Justified In Light of The Results Achieved for the Class	19
d. The Court Should Approve the Payment of Settlement Administrator Costs	20
VIII. Conclusion	20

TABLE OF AUTHORITIES

CALIFORNIA CASES

<i>Cellphone Termination Fee Cases</i> , 180 Cal.App.4th 1110 (2009).....	8, 19
<i>Children’s Hosp. and Med. Ctr. v. Bonta</i> , 97 Cal.App.4th 740 (2002)	17
<i>City of San Jose v. Superior Court</i> , 12 Cal.3d 447 (1974)	13
<i>Classen v. Weller</i> , 145 Cal.App.3d 27 (1983).	14
<i>Dunk v. Ford Motor Co.</i> , 48 Cal.App.4th 1794 (1996)	8, 9, 12
<i>Green v. Obledo</i> , 29 Cal.3d 126 (1981).....	8
<i>Hebbard v. Calgrove</i> , 28 Cal.App.3d 1017 (1972).....	13
<i>In re Microsoft I-V Cases</i> , 135 Cal.App.4th 706 (2006)	6, 8
<i>Karton v. Ari Design & Constr., Inc.</i> , 61 Cal.App.5th 734 (2021).....	16, 17
<i>Ketchum v. Moses</i> , 24 Cal.4th 1122 (2001)	15, 17, 18
<i>Kullar v. Foot Locker Retail, Inc.</i> , 168 Cal.App.4th 116 (2008).....	9, 12
<i>Laffitte v. Robert Half Internat., Inc.</i> , 1 Cal.5th 480 (2016).....	16, 17
<i>Lee v. Dynamex, Inc.</i> , 166 Cal.App.4th 1325 (2008).....	13
<i>McGhee v. Bank of America</i> , 60 Cal.App.3d 442 (1976)	14
<i>Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles</i> , 186 Cal.App.4th 399 (2010).....	12
<i>Neary v. Regents of Univ. of Cal.</i> , 3 Cal.4th 273 (1992)	8
<i>Noel v. Thrifty Payless, Inc.</i> , 7 Cal.5th 955 (2019).....	7, 13
<i>Nordstrom Com. Cases</i> , 186 Cal.App.4th 576 (2010).....	4, 8
<i>North County Contr. ’s Assn., Inc. v. Touchstone Ins. Svcs.</i> , 27 Cal.App.4th 1085 (1994)	9
<i>Rebney v. Wells Fargo Bank</i> , 220 Cal.App.3d 1117 (1990).....	11
<i>Richmond v. Dart Ind., Inc.</i> , 29 Cal.3d 462 (1981)	13
<i>Rose v. City of Hayward</i> , 126 Cal.App.3d 926 (1981)	13
<i>Syers Props. III, Inc. v. Rankin</i> , 226 Cal.App.4th 691 (2014).....	17
<i>Wershba v. Apple Computer, Inc.</i> , 91 Cal.App.4th 224 (2001).....	8, 9, 11, 18

CALIFORNIA STATUTES

Cal. Lab. Code § 2699	2, 8
-----------------------------	------

1	Cal. Lab. Code § 2699.3	2
2	FEDERAL CASES	
3	<i>Abrams v. Lightolier, Inc.</i> , 50 F.3d 1204 (3d Cir. 1995)	18
4	<i>Amchem Products v. Windsor</i> , 521 U.S. 591 (1997)	13
5	<i>Avila v. Cold Spring Granite Co.</i> , 2018 WL 400315 (E.D. Cal. 2018)	11
6	<i>Bellinghausen v. Tractor Supply Co.</i> , 306 F.R.D. 245 (N.D. Cal 2015)	11
7	<i>Birch v. Office Depot, Inc.</i> , Case No. 06cv1690 DMS (WMC), Doc. No. 48, ¶ 13 (S.D. Cal. 2007).....	16
8	<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980).....	16
9	<i>Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42</i> , 8 F.3d 722 (10th Cir. 1993).....	18
10	<i>Bravo v. Gale Triangle, Inc.</i> , 2017 WL 708766 (C.D. Cal. 2017)	11
11	<i>Briseno v. ConAgra Foods, Inc.</i> , 844 F.3d 1121 (9th Cir. 2017)	7
12	<i>Chem. Bank v. City of Seattle (In re Wash. Pub. Power Supply Sys. Sec. Litig.)</i> ,	
13	19 F.3d 1291 (9th Cir. 1994)	18
14	<i>Chu v. Wells Fargo Investments, LLC</i> , 2011 WL 672645 (N.D. Cal. 2011)	5
15	<i>City of Detroit v. Grinnell Corp.</i> , 495 F.2d 448 (2d Cir. 1974).....	12
16	<i>Davis v. Cox Commc’ns California, LLC</i> , 2017 WL 1496407 (S.D. Cal. 2017).....	4
17	<i>Dent v. ITC Serv. Grp., Inc.</i> , 2013 WL 5437331 (D. Nev. 2013).....	19
18	<i>Emmons v. Quest Diagnostics Clinical Lab’ys, Inc.</i> , 2017 WL 749018 (E.D. Cal. 2017).....	15, 17
19	<i>Franco v. Ruiz Food Prod., Inc.</i> , 2012 WL 5941801 (E.D. Cal. 2012).....	5
20	<i>Garcia v. City of King City</i> , 2017 WL 363257 (N.D. Cal. 2017).....	13
21	<i>Garcia v. Gordon Trucking, Inc.</i> , 2012 WL 5364575 (E.D. Cal. 2012).....	5
22	<i>Gardner v. GC Servs., LP</i> , 2012 WL 1119534 (S.D. Cal. 2012).....	11
23	<i>Gay v. Waiters’ & Dairy Lunchmen’s Union</i> , 489 F.Supp. 282 (N.D. Cal. 1980),	
24	<i>aff’d</i> 694 F.2d 531 (9th Cir. 1982).....	13
25	<i>Hanlon v. Chrysler Corp.</i> , 150 F.3d 1011 (9th Cir. 1998)	13, 14
26	<i>Harris v. Marhoefer</i> , 24 F.3d 16 (9th Cir. 1994).....	18
27	<i>Hensley v. Eckerhart</i> , 461 U.S. 424 (1983)	15, 17
28	<i>Hopson v. Hanesbrands Inc.</i> , 2009 WL 928133 (N.D. Cal. 2009).....	4

1	<i>Ingram v. The Coca Cola Co.</i> , 200 F.R.D. 685 (N.D. Ga. 2001)	19
2	<i>In re Heritage Bond Litig.</i> , 2005 WL 1594403 (C.D. Cal. 2005).....	9, 10, 15
3	<i>In re Omnivision Technologies, Inc.</i> , 559 F.Supp.2d 1036 (2007).....	11
4	<i>Jack v. Hartford Fire Ins. Co.</i> , 2011 WL 4899942 (S.D. Cal. 2011)	4
5	<i>Jennings v. Open Door Marketing, LLC</i> , 2018 WL 4773057 (N.D. Cal. 2018)	4
6	<i>Junkersfeld v. Med. Staffing Sols., Inc.</i> , 2022 WL 2318173 (E.D. Cal. 2022)	4
7	<i>Kang v. Credit Bureau Connection, Inc.</i> , 2023 WL 6811994 (E.D. Cal. 2023).....	10
8	<i>Linney v. Cellular Alaska P'ship</i> , 151 F.3d 1234 (9th Cir. 1998).....	12
9	<i>Martin v. AmeriPride Servs., Inc.</i> , 2011 WL 2313604 (S.D. Cal. 2011).....	16
10	<i>Messineo v. Ocwen Loan Servicing, LLC</i> , 2017 WL 733219 (N.D. Cal. 2017).....	13
11	<i>Monterrubio v. Best Buy Stores, L.P.</i> , 291 F.R.D. 443 (E.D. Cal. 2013)	10
12	<i>Moore v. Fitness Int'l, LLC</i> , 2014 WL 12571448 (S.D. Cal. 2014).....	4
13	<i>Nat'l Rural Telecommunications Coop. v. DIRECTV, Inc.</i> , 221 F.R.D. 523 (C.D. Cal. 2004)	10
14	<i>Officers for Justice v. Civil Serv. Comm'n</i> , 688 F.2d 615 (9th Cir. 1982)	11
15	<i>Patel v. Nike Retail Services, Inc.</i> , 2019 WL 2029061 (N.D. Cal. 2019).....	20
16	<i>Paul, Johnson, Alston & Hunt v. Graulity</i> , 886 F.2d 268 (9th Cir. 1989).....	16
17	<i>Rannis v. Recchia</i> , 380 F. App'x 646 (9th Cir. 2010)	7
18	<i>Ruch v. AM Retail Grp., Inc.</i> , 2016 WL 5462451 (N.D. Cal. 2016)	4
19	<i>Schiller v. David's Bridal, Inc.</i> , 2012 WL 2117001 (E.D. Cal. 2012).....	11
20	<i>Silber v. Mabon</i> , 18 F.3d 1449 (9th Cir. 1994).....	7
21	<i>Singer v. Becton Dickinson & Co.</i> , 2010 WL 2196104 (S.D. Cal. 2010).....	4, 16
22	<i>Syed v. M-I, L.L.C.</i> , 2017 WL 714367 (E.D. Cal. 2017)	4
23	<i>Van Vranken v. Atlantic Richfield Co.</i> , 901 F. Supp. 294 (N.D. Cal. 1995).....	19
24	<i>Vizcaino v. Microsoft Corp.</i> , 290 F.3d 1043 (9th Cir. 2002).....	17
25	<i>Walsh v. CorePower Yoga LLC</i> , 2017 WL 4390168 (N.D. Cal. 2017).....	7
26	<i>West v. Circle K Stores, Inc.</i> , 2006 WL 1652598 (E.D. Cal. 2006)	19
27	<i>West v. Circle K Stores, Inc.</i> , 2006 WL 8458679 (E.D. Cal. 2006)	19
28	<i>Wright v. Linkus Enters.</i> , 259 F.R.D. 468 (E.D. Cal. 2009)	7

OTHER AUTHORITIES

Cal. Rules of Court, Rule 3.769	8
Fed. R. Civ. Proc., Rule 23	8
<i>Richard Posner, Economic Analysis of Law</i> § 21.9, at 534-35 (3d ed. 1986)	18

1 **I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT**

2 Plaintiff Raymond Barreras (“Plaintiff”) seeks final approval of a non-reversionary wage and
3 hour class action and Private Attorneys General Act (“PAGA”) settlement in the gross amount of
4 \$700,000. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and
5 Release [“Agreement”]). Plaintiff brought this class action individually and on behalf of similarly
6 situated employees who worked for Defendant Jessee Heating & Air Conditioning, (“Defendant”)
7 (Plaintiff and Defendant sometimes collectively referred to as the “Parties”). *See generally* Exhibit B
8 (Plaintiff’s Operative Complaint). There are 188 Class Members.

9 Plaintiff has alleged that Defendant 1) failed to pay overtime wages, 2) failed to pay minimum
10 wages, 3) failed to provide meal periods or pay meal period premiums in lieu thereof, 4) failed to
11 provide rest periods or pay rest period premiums in lieu thereof, 5) failed to provide accurate wage
12 statements, 6) failed to timely pay final wages, 7) failed to reimburse expenses, and 8) engaged in
13 unfair competition. *See generally* Exhibit B; *see also* Declaration of Justin P. Rodriguez (“Decl.
14 Rodriguez”), ¶¶ 2, 10. Plaintiff has also alleged Defendant is liable for civil penalties under the PAGA
15 based on these violations. *See id.*; Exhibit C (Plaintiff’s Ltr. to the Labor and Workforce Development
16 Agency [“LWDA”] Regarding PAGA Claims). Defendant has denied all of Plaintiff’s allegations in
17 their entirety and any liability or wrongdoing of any kind. *See* Decl. Rodriguez, ¶ 5. Defendant has
18 also denied that this case is appropriate for class certification other than for purposes of settlement. *See*
19 *id.* However, subject to Court approval, the Parties have been able to compromise and settle all
20 asserted claims as a result of extensive investigations, document and data exchanges, and extended
21 negotiations. *See* Exhibit A. Plaintiff and Plaintiff’s counsel believe the proposed Agreement is fair,
22 reasonable, and adequate based on the investigations, discovery, employee data exchanges,
23 negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Rodriguez, ¶¶ 6-8, 10-11;
24 Declaration of Raymond Barreras (“Decl. Barreras”), ¶ 7. The Agreement was entered into in good
25 faith by the Parties to resolve heavily contested claims and guarantees a reasonable recovery for Class
26 Members.

27 The reaction of Class Members to the preliminarily approved Agreement has been
28 overwhelmingly positive and gives substantial support to the Agreement and all terms and allocations

1 therein being fair, reasonable, and adequate. *See* Declaration of Garvin Brown (“Brown Decl.”), ¶¶ 11-
2 12. It is well within the discretion of this Court to grant final approval of the proposed settlement,
3 which satisfies all of the criteria for final settlement approval under California law. Accordingly,
4 Plaintiff requests that the Court: (1) certify the settlement class; (2) grant final approval of the
5 Agreement; (3) find that the procedures used to notify Class Members complied with due process; (4)
6 grant Plaintiff’s request for attorney’s fees and costs, the Enhancement Payment to the Class
7 Representative, and Settlement Administrator Costs; and (5) approve and adopt the proposed order
8 granting final approval, which is filed concurrently herewith.

9 **II. PROCEDURAL AND LITIGATION HISTORY**

10 Plaintiff filed a class action complaint on approximately August 21, 2024, in Yolo County
11 Superior Court against Defendant. Plaintiff exhausted administrative remedies under the PAGA by
12 providing notice of the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code § 2699.3(a),
13 (c)¹; Decl. Rodriguez, ¶ 3. *See id.*; Exhibit B. There is no date set for a motion for certification or trial
14 in this matter. *See* Decl. Rodriguez, ¶ 4.

15 **III. INVESTIGATION AND DISCOVERY CONDUCTED**

16 Plaintiff thoroughly investigated issues affecting certification, the merits of the class and PAGA
17 claims, and potential damages for such claims. *See id.* at ¶¶ 3, 6-8, 10-11; Decl. Barreras, ¶¶ 5-7.
18 Plaintiff worked during the time all of Defendant’s policies and practices at issue in the Complaint were
19 in effect and provided information regarding these policies and practices, enabling pre-filing
20 investigations to take place. *See* Decl. Barreras, ¶ 2. The Parties engaged in formal discovery and
21 exchange of documents, including employee data for all Class Members, such as timecards, paystubs,
22 payroll data, and relevant policies for the entirety of the statute of limitations applicable to the asserted
23 claims. Plaintiff also reviewed documents relating to Defendant’s financial condition to determine their
24 ability to continue pay any settlement and/or judgment higher than what has been agreed to and the
25 need for installment payments to fund the Gross Settlement Amount now before the Court. *See* Decl.
26 Rodriguez, ¶ 7. The discovery covered all aspects of the asserted claims, including certification issues,

27
28 ¹ Although the PAGA was recently amended, the amendments specifically state they are applicable to cases filed after June 19, 2024. *See* Cal. Lab. Code § 2699(v)(1). Because the PAGA notice predates this, all references to the PAGA in this Motion will be based on the statutory numbering applicable prior to the July 1, 2024, amendment.

merits issues, damages, the scope and configuration of Class Members, the content and implementation of the wage and hour policies at issue, and issues relating to manageability concerns at trial, among other relevant areas. *See* Decl. Rodriguez, ¶¶ 6-8, 10-11. The information allowed Plaintiff to determine the extent and frequency of any violations in accordance with Plaintiff's contentions and create an accurate damages model to assess the reasonableness of any settlement. *See id.*

IV. NEGOTIATION AND PROPOSED SETTLEMENT

a. Plaintiff and Defendant Engaged in Extensive Arm's Length Negotiations

The final settlement occurred only after extended, arm's length negotiations. For over a year, Plaintiff has been investigating the claims and discussing with Defendant's counsel the merits of the claims and issues present in this case. *See id.* at ¶¶ 3, 5, 6-8, 10-11. The Parties exchanged substantial amounts of information and legal analysis in connection with these discussions. *See id.* It was only after these extended discussions, which included a full day mediation with Russ Wunderli, Esq., that the Parties were able resolve all claims and enter into the Agreement. *See id.* at ¶ 9.

b. The Terms of the Agreement

1. The following groups of individuals are covered by the Agreement: (a) Class Members, which include all non-exempt employees who worked or continue to work for Defendant in California at any time between August 21, 2020, up to either (1) the Preliminary Approval Date, or (2) June 9, 2025, whichever is earlier; and (b) Aggrieved Employees, which include all non-exempt employees who have worked, or continue to work, for Defendant in California at any time between May 31, 2023, up to either (1) to the Preliminary Approval Date or (2) June 9, 2025, whichever is earlier. *See* Exhibit A, ¶¶ 1.2, 1.5. There are approximately 188 Class Members and 116 Aggrieved Employees.

2. Defendant will pay the Gross Settlement Amount of \$700,000, which is exclusive of the employer's share of payroll taxes. *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount will revert to Defendant. *See id.* at ¶ 5.6. Aggrieved Employees will still be paid their share of the PAGA Payment regardless of whether they opt out of being Class Members. *See id.* at ¶¶ 7.5.1, 7.8.3.

3. Up to \$10,000 will be paid to Plaintiff as an Enhancement Payment. This amount will be in addition to any amount Plaintiff may be entitled to under the terms of the Agreement. *See id.* at ¶ 5.4.

1 4. Subject to Court approval, the Parties have selected ILYM Group, Inc. to act as the
2 Settlement Administrator, who has provided a maximum cost estimate of \$9,350. *See* Decl. Brown, ¶
3 17. The difference between the amount for Settlement Administrator Costs allocated under the
4 agreement and the actual cost will be added to the Net Settlement Amount for distribution to
5 participating class members. *See* Exhibit A, ¶ 1.33.

6 5. The Parties agree that \$40,000 of the Gross Settlement Amount shall be allocated to
7 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to
8 the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees. *See* Exhibit A, ¶
9 5.5. Given the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts
10 by Defendant to maintain compliant policies and take corrective action, the presence of what may likely
11 be deemed good faith disputes, and the Court's discretion to reduce any penalty award, the \$40,000
12 PAGA Payment allocation represents a meaningful settlement aimed at deterring non-compliance given
13 the facts of this case. *See* Decl. Rodriguez, ¶¶ 10-11; *see also Nordstrom Com. Cases*, 186 Cal.App.4th
14 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on their being
15 disputed and being part of a class settlement which was evaluated based on the terms of the agreement
16 overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting
17 cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*,
18 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total
19 estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D.
20 Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure was
21 approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California,*
22 *LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in
23 \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving
24 \$2,500 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford*
25 *Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in
26 \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D. Cal. 2010);
27 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA
28 allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017)

(approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to California class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement fund).

6. The Parties agree that up to thirty-five percent (35%) of the Gross Settlement Amount (\$245,000) will be paid for Plaintiff's attorneys' fees incurred in the litigation of this case. Defendant will not oppose any application for attorney's fees so long as it is within this threshold. *See* Exhibit A at ¶ 5.2. Additionally, the Parties agree that Plaintiff will also be entitled to the actual litigation costs, which are \$7,433.17. *See* Exhibit D (Plaintiff's Itemized Costs).

7. Any amounts allocated under the Agreement for Settlement Administrator Costs, any Enhancement Payment, and attorney's fees and costs that are not ultimately awarded by the Court will remain part of the Net Settlement Amount and be paid out to Participating Class Members on a pro rata basis as set forth in the Agreement. *See* Exhibit A, ¶¶ 5.1-5.5, 5.8. These amounts will be paid out from the Gross Settlement Amount, not in addition to the Gross Settlement Amount. *See* Exhibit A, ¶¶ 5.1-5.5.

8. Class Members who fail to timely opt-out of this settlement will waive all Released Class Claims as set forth in the Agreement. *See* Exhibit A, ¶¶ 1.14, 1.26, 1.30, 1.32, 6.1. Aggrieved Employees will waive all Released PAGA Claims as set forth in the Agreement regardless of whether they opt out of being a Class Member. *See id.* at ¶¶ 1.14, 1.31-1.32, 6.2, 7.5.1.

9. For any portion of the Net Settlement Amount or PAGA Payment allocated to Participating Class Members and/or Aggrieved Employees that is not claimed by them by cashing their respective settlement checks within 180 calendar days of issuance, that remaining amount shall be donated equally, *i.e.*, 50/50 to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine of *cy pres*. *See* Exhibit A, ¶ 5.6. Because the Agreement provides for the distribution of all funds such that there is no residue, the provisions of California Civil Procedure Code section 384 are

1 inapplicable. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006). The designated
2 beneficiaries clearly promote the law consistent with the objectives and purposes underlying the lawsuit
3 as they are non-profits aimed at assisting employees with wage and hour claims who cannot afford
4 legal representation, including providing representation for employees in wage claims before the
5 California Labor Commissioner. *See id.* at 722-724; *see also* Decl. Rodriguez, ¶¶ 26-31.

6 **c. Allocation of Settlement Funds**

7 Payment to Participating Class Members and Aggrieved Employees will not require the
8 submission of a claim form. A Net Settlement Amount will be determined by subtracting from the
9 Gross Settlement Amount any attorneys' fees and costs, any Enhancement Payment, Settlement
10 Administrator Costs, and/or PAGA Payment that are approved and/or awarded by the Court. Each
11 Class Member's share will be determined by dividing their total weeks worked within the Class Period
12 by the total weeks worked by all Class Members within the Class Period. That fraction will then be
13 multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net
14 Settlement Amount. One-third (1/3%) of the payment to Participating Class Members will be
15 characterized as W-2 wages and two-thirds (2/3%) will be characterized as 1099 income for tax
16 reporting purposes. *See id.* ¶¶ 5.9.1-5.9.2.

17 Each Aggrieved Employee's share of the PAGA Payment will be determined by dividing their
18 total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved
19 Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of
20 the PAGA Payment to arrive at the Aggrieved Employee's individual share. *See* Exhibit A, ¶¶ 1.17,
21 5.5, 5.8. The payment to Aggrieved Employee's will be characterized as 1099 income for tax reporting
22 purposes. *See id.* at ¶ 5.9.3.

23 **V. PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND THE**
24 **SUBSEQUENT CLASS ACTION ADMINISTRATION**

25 Plaintiff's motion for preliminary approval of the class action settlement was approved by the
26 Court on August 28, 2025. To comply with the class members' due process rights, the parties enlisted
27 an exhaustive method to ensure the best practical means possible was used to provide notice to the
28 class. The parties provided the class action administrator the names, last known address, and social

1 security numbers for the class. The class action administrator then updated this information by doing
2 an address trace for each individual using this information. *See* Decl. Brown, ¶¶ 5-6. If a Notice of
3 Settlement was returned as undeliverable, further investigation was performed and they were re-mailed
4 using updated information. *See id.* at ¶ 8. Of the 188 Notice of Settlement mailings, only 3 were
5 undeliverable after use of these methods. *See id.* at ¶¶ 8-10. The Notice Packets included information
6 regarding the requested attorneys' fees, costs, payment to the LWDA, administration costs, and tax
7 allocations. *See* Exh. A to Decl. Brown, pg. 2. The average distribution to Participating Class
8 Members is approximately \$2,118.17, the maximum distribution is approximately \$6,666.76. *See* Decl.
9 Brown, ¶ 16. No objections to the preliminarily approved settlement have been made and no Class
10 Members opted out. *See* Decl. Brown, ¶¶ 11-12.

11 It is not required that Class Members be given actual notice of a class settlement; instead, the
12 best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d
13 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017);
14 *Walsh v. CorePower Yoga LLC*, 2017 U.S. Dist. LEXIS 163991, at *12-14 (N.D. Cal. 2017); *Wright v.*
15 *Linkus Enters.*, 259 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir.
16 1994), the Court rejected a class member's argument that he had not received due process because he
17 did not receive notice until after the opt out period, finding that, so long as the notice process utilized is
18 the best practicable under the circumstances, due process is satisfied even if there is no actual receipt of
19 the notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra*
20 *Foods, Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any undeliverable notices in this case, the
21 Court in *Rannis v. Recchia*, 380 F. App'x 646 (9th Cir. 2010) found that class members who did not
22 receive actual notice due to their mailings being deemed undeliverable were still properly held to be
23 part of the class settlement because they received the best notice practicable under the circumstances.
24 *See Rannis v. Recchia*, 380 F. App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-
25 984 (2019), the California Supreme Court noted that California has adopted a similar approach
26 regarding providing notice to class members.

27 The notice method in *Rannis* is similar to that used in the present case. For example, the Notice
28 contains all information necessary for a Class Member to assess the litigation, the settlement, and

whether they wanted to participate, object, or opt-out. *See generally* Exh. A to Decl. Brown. The Settlement Administrator utilized a national change of address database, forwarding notices, and skip tracing in an effort to ensure that all reasonable means were exhausted in attempting to provide Class Members notice of this settlement. *See* Decl. Brown, ¶¶ 6-10. Additionally, Class Members were provided instructions on how to view the entire motion for preliminary approval, the Notice, and all filings in this matter were available, free of charge, on the Court’s case access web portal. *See* Exh. A to Decl. Brown, pg. 4, Sections IV & VI. The content of the notice provided and the manner in which it was provided to Class Members was the best practicable notice to satisfy due process.

VI. THE AGREEMENT WARRANTS FINAL APPROVAL AS IT IS FAIR, REASONABLE, AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE FACTS OF THIS CASE

A class action may not be dismissed, compromised, or settled without Court approval and the decision to approve or reject a settlement is committed to the Court’s sound discretion. *See* Cal. Rules of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)²; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001); *see also* Cal. Lab. Code §§ 2699(1)(2). However, “[d]ue regard should be given to what is otherwise a private consensual agreement between the parties. The inquiry ‘must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.’” *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996); *see also Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2009); *In re Microsoft I-V Cases*, 135 Cal.App.4th at 723; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581. The law favors settlement of lawsuits, particularly class actions and other complex cases where substantial resources can be conserved by avoiding the time, expense, and rigors of formal litigation. *See Cellphone Termination Fee Cases*, 180 Cal.App.4th at 1117-1118; *In re Microsoft I-V Cases*, 135 Cal.App.4th at 723, n.14; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581; *see also Neary v. Regents of Univ. of Cal.*, 3 Cal.4th 273, 277-81 (1992).

²The California Supreme Court has authorized California’s trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

1 **a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness**

2 The purpose of the Court’s final evaluation of a proposed class action settlement is to determine
3 only whether it is within the range of reasonableness. *See Wershba*, 91 Cal.App.4th at 234-35. If the
4 Court finds a proposed settlement falls within “the range of reasonableness,” it should grant final
5 approval of the class action settlement. *See, e.g., North County Contr.’s Assn., Inc. v. Touchstone Ins.*
6 *Svcs.*, 27 Cal.App.4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116,
7 133 (2008). To make the fairness determination, the Court must consider several factors, including:

8 the strength of the Plaintiff’s case, the risk, expense, complexity and likely
9 duration of further litigation, the risk of maintaining class action status
10 through trial, the amount offered in settlement, the extent of discovery
11 completed and the stage of the proceedings, the experience and views of
 counsel, the presence of a governmental participant, and the reaction of the
 class members to the proposed settlement.

12 *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). However, this Court should begin its
13 analysis with a presumption that the proposed settlement is fair. “A presumption of fairness exists
14 where: (1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery
15 are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar
16 litigation; and (4) the percentage of objectors is small.” *Id.* at 1802; *see also In re Heritage Bond Litig.*,
17 2005 WL 1594403, at *10 (C.D. Cal. June 10, 2005) (“It is established that the absence of a large
18 number of objectors to a proposed class action settlement raises a strong presumption that the terms of a
19 proposed class settlement action are favorable to the class members”).

20 **i. The Settlement is a Result of Extensive, Non-Collusive Arm’s Length**
21 **Negotiations Between the Parties**

22 Settlement of this case was reached only after substantial litigation and extensive arm’s length
23 negotiations lasting over a year, which included a full day mediation. *See Decl. Rodriguez*, ¶¶ 3, 9-11.
24 At all times, the negotiations were adversarial, although still professional in nature. *See id.*

25 **ii. The Extent of Investigation and Discovery Completed Provided Ample**
26 **Information to Enter Into an Informed and Reasonable Settlement**

27 The Parties were in possession of all necessary information during the negotiations. The Parties
28 engaged in substantial formal discovery covering the time and payroll data for all Class Members, not

1 just a sample, which included all necessary components for evaluating the class claims and creating an
2 accurate damages model. *See id.* at ¶¶ 6-8, 10-11. Plaintiff was in possession of this information prior
3 to calculating any damages in this case. *See id.* As a result, Plaintiff was able to make a reasonable
4 estimation of Defendant’s potential liability. *See id.* For these reasons, the settlement now before the
5 Court was reached at a stage where “the parties certainly have a clear view of the strengths and
6 weaknesses of their cases” sufficient to support the settlement. *See Kang v. Credit Bureau Connection,*
7 *Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023); *Monterrubio v. Best Buy Stores, L.P.*, 291 F.R.D. 443,
8 454 (E.D. Cal. 2013).

9 **iii. Plaintiff’s Counsel are Experienced in Similar Litigation**

10 Plaintiff’s counsel have considerable experience in complex litigation such as class and PAGA
11 actions. *See Decl. Rodriguez*, ¶¶ 13-18. Thus, Plaintiff’s counsel are qualified to evaluate the class
12 claims, the value of settlement versus moving forward with litigation, and viability of possible
13 affirmative defenses. Plaintiff’s counsel believes that the settlement is fair and reasonable in light of
14 the complexities of the case, the uncertainties of class certification and litigation, and the secured
15 benefit to the class. *See id.* at ¶¶ 6, 9-11.

16 **iv. No Class Members Objected or Opted Out**

17 The reaction by Class Members to the Agreement and all the terms and allocations stated
18 therein is overwhelmingly positive. Zero Class Members have objected to any aspect of the Agreement
19 and zero have opted out. *See Decl. Brown*, ¶¶ 11-12. This provides strong evidence that the settlement
20 is fair, reasonable, and adequate in light of the risks associated with the claims, the uncertainties of
21 complex litigation, and the secured benefit to Class Members. *See In re Heritage Bond Litig.*, 2005
22 WL 1594403, at *10; *Nat’l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529
23 (C.D. Cal. 2004) (“That unanimous, positive reaction to the Proposed Settlement is compelling
24 evidence that the Proposed Settlement is fair, just, reasonable, and adequate”). Because the filing of
25 this Motion was due before the end of the Notice Period, Plaintiff will also be submitting a
26 supplemental declaration from the Settlement Administrator that will update whether or not there has
27 been any change in the number of opt outs, objections, etc., before the final approval hearing.
28

v. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of Plaintiff's Case and the Risks and Costs of Further Litigation

Plaintiff's claims and the ability to obtain and maintain certification all the way through trial were heavily disputed by Defendant. *See* Decl. Rodriguez, ¶¶ 5-8, 10-11. Based on the records and facts of this case, Plaintiff has secured a gross recovery of approximately 13% of the maximum value of the claims in this matter (\$5,371,840) and between 20.9% and 47% of the more realistic range of recovery (\$1,489,262.65 to \$3,344,375.77). *See* Decl. Rodriguez, ¶¶ 10-11. The net recovery represents approximately 7.4% of the maximum value of the claims in this matter and between 11.9% and 26.7% of the more realistic range of recovery. The average net award is approximately \$2,118.17. *See id.* at ¶ 11; Decl. Brown, ¶ 16. This settlement is a reasonable compromise of the class and PAGA claims, and is within the percentile ranges of the total available damages that have been approved in other class settlements. *See Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139 (1990); *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in settlement of 6% of maximum potential recovery after reduction for attorney's fees was higher than median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, *2, *10 (C.D. Cal. 2017) (approving a settlement where the net recovery to class members was approximately 7.5% of the projected maximum recovery amount [\$210,500/\$2,750,000]); *Avila v. Cold Spring Granite Co.*, 2018 WL 400315, *2, *6 (E.D. Cal. 2018) (approving a settlement with a gross recovery of 11% of the projected maximum damages available [\$500,000/\$4,441,633.60]) and a net recovery of approximately 6.7% of the projected maximum recovery [\$297,332.98/\$4,441,633.60]); *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a settlement where the gross recovery was approximately 8.5% of the projected maximum recovery [\$1,000,000/\$11,565,677]); *Schiller v. David's Bridal, Inc.*, 2012 WL 2117001, *13 (E.D. Cal. 2012) ("Class Members will receive an average of approximately \$198.70, with the highest payment to a Class Member being \$695.78 . . . Overall, the Court finds that the results achieved are good, which is highlighted by the fact that there was no objection to the settlement amount or the attorneys' fees requested"), *report and recommendation adopted*, 2012 WL 13040405 (E.D. Cal. 2012); *Gardner v. GC Servs., LP*, 2012 WL

1 1119534, *7 (S.D. Cal. 2012) (“the results achieved in this case were very favorable. Class members
2 are provided with immediate monetary relief, with an average award of around several hundred dollars
3 and a minimum award of \$50”).

4 **vi. The Proposed Settlement is a Reasonable Compromise of Claims**

5 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional
6 information be presented in class action settlements “to ensure that the recovery represents a reasonable
7 compromise, given the magnitude and apparent merit of the claims being released, discounted by the
8 risks and expenses of attempting to establish and collect on those claims by pursuing the
9 litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399
10 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure
11 without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar*
12 also does not require an explicit statement of the maximum amount to be recovered if a plaintiff
13 prevailed on all the claims, provided there is a record that allows “an understanding of the amount that
14 is in controversy and the realistic range of outcomes of the litigation.” *Id.* at 409.

15 Plaintiff has thoroughly set forth the realistic range of outcomes in this litigation as well as the
16 data points relied upon in reaching these ranges. *See Decl. Rodriguez* ¶¶ 6-8, 10-11. The record
17 demonstrates that the compromises made by Plaintiff was reasonable and have resulted in a settlement
18 with recovery percentage well within the range of what has been found to be sufficient in several other
19 cases. *See, supra*, Section VI.a.v; *see also Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th
20 Cir. 1998) (“The fact that a proposed settlement may only amount to a fraction of the potential recovery
21 does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be
22 disapproved”); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“In fact there is no
23 reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a
24 thousandth part of a single percent of the potential recovery”).

25 **b. Certification of the Class is Appropriate**

26 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
27 defined community of interest in the questions of law and fact involved affecting the parties to be
28 represented.” *Dunk*, 48 Cal.App.4th at 1806. The “community of interest” element “embodies three

factors: (1) common questions of law or fact predominate; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.* Here, the Court conditionally certified the settlement class on August 28, 2025, and nothing has happened in the interim that would warrant changing that decision. *See Garcia v. City of King City*, 2017 WL 363257, *4 (N.D. Cal. 2017); *Messineo v. Ocwen Loan Servicing, LLC*, 2017 WL 733219, *4 (N.D. Cal. 2017). Here, the parties agree that, for the purposes of settlement, these prerequisites are met. *See* Exhibit A.

i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous

The settlement class is ascertainable because all putative Class Members can be readily identified through employee personnel and payroll files. *See Noel*, 7 Cal.5th at 980; *Rose v. City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166 Cal.App.4th 1325, 1334 (2008). The numerosity requirement is met because there are 188 Participating Class Members who fall within the definition of Class Member, which makes joinder of all members impracticable. *See Gay v. Waiters’ & Dairy Lunchmen’s Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff’d* 694 F.2d 531 (9th Cir. 1982); *Hebbard v. Calgrove*, 28 Cal.App.3d 1017, 1030 (1972) (noting no set minimum to meet the numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these requirements are satisfied.

ii. The Commonality, Predominance, and Typicality Requirements are Met

The commonality requirement is met when there are questions of law or fact regarding the class as a whole. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Commonality requires only that some common legal or factual questions exist; Plaintiff need not show that all issues in the litigation are identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v. Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate over individual questions and class-wide treatment of a dispute must be superior to individual litigation.³ *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality

³When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

1 requirement is met when claims of the named representative are typical of those of the class, though
2 “they need not be substantially identical.” *Id.* at 1020; *Classen v. Weller*, 145 Cal.App.3d 27, 46-47
3 (1983).

4 The common questions of law and fact in this case stem from Plaintiff’s contention that
5 Defendant 1) required employees to work off-the-clock before their shift, after their shift, and during
6 times they were clocked out for meal periods and unilaterally deducted hours worked from employees’
7 timecards based on inaccurate GPS records, resulting in unpaid minimum wages and overtime, 2)
8 engaged in unlawful rounding of employees’ hours worked, 3) failed to properly calculate the regular
9 rate of pay for premium wage payments, including overtime, sick leave, reporting time pay, and meal
10 and rest period premiums, 4) did not authorizing and permitting employees to take all meal and rest
11 periods owed to them, 5) failed to reimburse employees for the use of their personal vehicles, cell
12 phones, and home internet, and 6) issued inaccurate and incomplete wage statements. *See* Exhibit B.
13 The waiting time penalties, unfair competition, and PAGA claims are derivative of these violations.
14 *See id.* Plaintiff and the Class Members seek the same remedies under state law. Under these specific
15 circumstances, the commonality and predominance requirements are satisfied. Regarding the typicality
16 requirement, Plaintiff contends he suffered from the same unlawful policies, treatment, and
17 circumstances as Class Members did, will request the same remedies, and will rely on the same
18 methods of proof to establish liability and damages. *See id.* Thus, the typicality requirement is also
19 satisfied for settlement purposes.

20 **iii. The Adequacy Requirement is Met**

21 The adequacy of representation requirement is met if the named representative and counsel have
22 no interests adverse to those of the putative class members and are committed to vigorously prosecuting
23 the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60
24 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed Agreement,
25 Plaintiff and the putative Class Members will receive a pro rata share of the settlement based on the
26 number of workweeks they worked for Defendant. *See* Exhibit A. Finally, any settlement class
27 member who wished to opt-out of the settlement was able to do so, and he or she was also able to
28 dispute the number of workweeks stated in the Notice of Settlement.

1 There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's
2 counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class.
3 Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by
4 speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff's counsel thereafter
5 engaged Defendant's counsel in settlement discussions for over a year. Moreover, Plaintiff's counsel
6 has experience defending and bringing wage and hour claims. Because Plaintiff's counsel has
7 vigorously pursued Plaintiff's and the Class Members' claims, the adequacy requirement is met. *See*
8 *generally* Decl. Rodriguez.

9 **VII. THE AMOUNTS REQUESTED FOR ATTORNEY'S FEES AND COSTS, AN**
10 **ENHANCEMENT PAYMENT TO THE CLASS REPRESENTATIVE, AND**
11 **SETTLEMENT ADMINISTRATOR COSTS ARE REASONABLE AND SHOULD BE**
12 **APPROVED**

12 The Notice of Settlement sent to Class Members specifically identified the allocations for
13 attorney's fees and costs, the Enhancement Payment, and Settlement Administrator Costs. *See* Exh. A
14 to Decl. Brown, pg. 2. The reaction of Class Members to these requested amounts provides useful
15 evidence of whether they are reasonable. *See In re Heritage Bond Litig.*, 2005 WL 1594403, *21 ("The
16 absence of objections or disapproval by class members to Class Counsel's fee request further supports
17 finding the fee request reasonable"). As noted above, there have been no objections raised to the
18 Agreement or any term or allocation therein whatsoever. *See* Decl. Brown, ¶¶ 11-12. In addition to
19 Class Members' reactions supporting the requested amount, the facts and applicable case law also
20 support awarding these amounts in full.

21 An award of attorney's fees should include compensation for all hours reasonably spent. *See*
22 *Ketchum v. Moses*, 24 Cal.4th 1122, 1133 (2001); *see also Hensley v. Eckerhart*, 461 U.S. 424, 431
23 (1983) (finding hours are reasonably spent if they are the kind normally billed to a fee-paying client).
24 California has not adopted any "benchmark" percentage utilized by several federal courts. *See Emmons*
25 *v. Quest Diagnostics Clinical Lab's, Inc.*, 2017 WL 749018, at *7 (E.D. Cal. 2017) ("Notably, while
26 the California Supreme Court recognized the Ninth Circuit's 25 percent benchmark for percentage
27 awards in common fund cases, it did not adopt such a benchmark for California cases"). Instead, "[t]he
28

benchmark in determining attorney fees is reasonableness.” *Karton v. Ari Design & Constr., Inc.*, 61 Cal.App.5th 734, 744 (2021).

a. **A Fee of Thirty-Five Percent of the Common Fund Is Reasonable Because It Is Within the Ranges Historically Approved by Courts in Class Settlements and a Lodestar Cross Check Validates the Proposed Fee**

An award of attorney’s fees under the common fund doctrine is appropriate in this case as there is a sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the benefits received can be accurately traced to the settlement Plaintiff and Class Counsel were able to negotiate on behalf of Class Members, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the fund. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) (“A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney’s fee from the fund as a whole.”). In this case, the Agreement allocates thirty-five percent (35%) of the Gross Settlement Amount (\$245,000) as the maximum potential fee award. *See Exhibit A, ¶ 5.2.* This is well within the range of fee awards percentages approved in common fund cases. *See, e.g., Martin v. AmeriPride Servs., Inc.*, 2011 WL 2313604, *8 (S.D. Cal. 2011) (collecting cases and noting fee awards may range between 30%-40% where the gross settlement amount is less than \$10 million); *Singer*, 2010 WL 2196104, *8 (collecting cases wherein the fee awards ranged from 33.33% to 40% of the gross settlement amount, including *Ingalls v. Hallmark Mktg. Corp.*, 08cv4342 VBF (Ex), Doc. No. 77, ¶ 6 (C.D. Cal. Oct. 16, 2009) [awarding 33.33% fee in a \$5.6 million wage and hour class action settlement], *Birch v. Office Depot, Inc.*, Case No. 06cv1690 DMS (WMC), Doc. No. 48, ¶ 13 (S.D. Cal. Sept. 28, 2007) [awarding a 40% fee in a \$16 million wage and hour class action settlement], and *Rippee v. Boston Mkt. Corp.*, Case No. 05cv1359 BTM (JMA), Doc. No. 70, at 7–8 (S.D. Cal. Oct. 10, 2006) [awarding a 40% fee in a \$3.75 million wage and hour class action settlement]).

To the extent there may be some Courts that have granted fees at a percentage less than 35%, that does not justify an arbitrary cap on Class Counsel’s fees in this case. First, in many instances, the treatises or cases discussing these percentages are relying on federal decisions guided by a “benchmark” percentage of 25% that has not been adopted by the California Supreme Court. *See*

1 *Emmons*, 2017 WL 749018, at *7. This artificially lowers the average percentage of fees awarded.
2 Second, many of the same decisions and treatises refer to cases that have a substantial gross settlement
3 fund to begin with, which will generally correspond to a lower percentage of fees being deemed
4 reasonable. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1052 (9th Cir. 2002) (compiling an
5 appendix of class settlements with gross settlement funds of \$53 million to \$193 million and a range of
6 2.8% to 40% in awarded attorney’s fees, averaging approximately 22%). Rather than acting as a cap on
7 any fee, the percentages applied in cases are a tool to cross check the reasonableness of the fee just as
8 the lodestar method is a tool to cross check the reasonableness of the requested percentage. *See Karton*,
9 61 Cal.App.5th at 744; *Vizcaino*, 290 F.3d at 1048 (“courts cannot rationally apply any particular
10 percentage—whether 13.6 percent, 25 percent or any other number—in the abstract, without reference
11 to all the circumstances of the case”).

12 To the extent the Court wishes to exercise its discretion to conduct a lodestar cross check, the
13 cross check only validates the fee request. *See Laffitte*, 1 Cal.5th at 503-506. Again, an award of
14 attorney’s fees should include compensation for all hours reasonably spent. *See Ketchum*, 24 Cal.4th at
15 1133; *see also Hensley*, 461 U.S. at 431 (finding hours are reasonably spent if they are the kind
16 normally billed to a fee-paying client). Class Counsel will have spent approximately 404.6 hours
17 performing tasks that would normally be billed to any fee paying client in complex litigation after
18 monitoring the disbursement of all funds and compliance hearing(s). *See Decl. Rodriguez*, ¶¶ 22-23;
19 Exhibit F; *Syers Props. III, Inc. v. Rankin*, 226 Cal.App.4th 691, 699 (2014) (“Because time records are
20 not required under California law ... , there is no required level of detail that counsel must achieve.”)
21 (internal quotations omitted). At the prevailing market rates for Class Counsel’s level of experience
22 and this type of complex litigation, this equates to a lodestar of approximately \$250,657.50. *See Decl.*
23 *Rodriguez*, ¶¶ 23-24; *Children’s Hosp. and Med. Ctr. v. Bonta*, 97 Cal.App.4th 740, 746 (2002) (noting
24 rates were reasonable where they were “within the range of reasonable rates charged by and judicially
25 awarded comparable attorneys for comparable work”).

26 The reasonableness of Class Counsel’s fee request is also demonstrated by the fact that the
27 amount requested would not require any multiplier of the lodestar. Multipliers are typically awarded in
28 contingent fee litigation to compensate counsel for the risk of non-payment:

1 It is an established practice in the private legal market to reward attorneys
2 for taking the risk of non-payment by paying them a premium over their
3 normal hourly rates for winning contingency cases. *See Richard Posner,*
4 *Economic Analysis of Law* § 21.9, at 534-35 (3d ed. 1986). Contingent
5 fees that may far exceed the market value of the services if rendered on a
non-contingent basis are accepted in the legal profession as a legitimate
way of assuring competent representation for Plaintiff who could not
afford to pay on an hourly basis regardless whether they win or lose.

6 *Chem. Bank v. City of Seattle (In re Wash. Pub. Power Supply Sys. Sec. Litig.)*, 19 F.3d 1291, 1299 (9th
7 Cir. 1994). Moreover, “in the common fund context, attorneys whose compensation depends on their
8 winning the case, must make up in compensation in the cases they win for the lack of compensation in
9 the cases they lose.” *Id.* at 1300-01; *see also Ketchum*, 24 Cal.4th at 1138 (“The adjustment to the
10 lodestar figure, *e.g.*, to provide a fee enhancement reflecting the risk that the attorney will not receive
11 payment if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither
12 unexpected nor fortuitous”); *Wershba*, 91 Cal.App.4th at 255 (“Multipliers can range from 2 to 4 or
13 even higher”). Yet, Class Counsel’s requested fee of \$245,000.00 would actually result in a modest
14 negative multiplier of 0.98x to the lodestar. As a result, a lodestar cross check validates the common
15 fund percentage requested and the Court should grant Plaintiff’s Counsel’s fee request. *See Decl.*
16 *Rodriguez*, ¶¶ 22-24.

17 **b. Class Counsel’s Expenses and Costs Were Necessarily Incurred to Achieve the Benefit**
18 **Obtained**

19 The appropriate analysis in determining whether particular costs are compensable is whether
20 they are of the type typically billed by attorneys to paying clients in the marketplace. *See Harris v.*
21 *Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (“Harris may recover as part of the award of attorney’s fees
22 those out-of pocket expenses that ‘would normally be charged to a fee paying client’”); *Abrams v.*
23 *Lightolier, Inc.*, 50 F.3d 1204, 1225 (3d Cir. 1995); *Bratcher v. Bray-Doyle Indep. Sch. Dist. No. 42*, 8
24 F.3d 722, 725-26 (10th Cir. 1993). The categories of expenses for which Class Counsel seek
25 reimbursement here are categories normally charged to hourly clients and, therefore, should be
26 reimbursed out of the common fund. *See Decl. Rodriguez*, ¶ 24; Exhibit D.

1 **c. Class Counsel's Request for An Enhancement Payment To The Class Representative**
2 **Is Justified In Light of The Results Achieved for the Class**

3 A service payment to a named plaintiff is intended to recognize their time and effort on behalf
4 of the class. Indeed, courts routinely approve incentive awards to compensate named plaintiffs for the
5 services they provide and the risks they incurred during the course of the class action litigation. *See*
6 *Ingram v. The Coca Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001). In *Ingram*, the Court approved
7 incentive awards of \$300,000.00 to each named Plaintiff in recognition of the services they provided to
8 the class by responding to discovery, participating in the mediation process, and taking the risk of
9 stepping forward on behalf of the class. *See id.* at 694; *see also Van Vranken v. Atlantic Richfield Co.*,
10 901 F.Supp. 294 (N.D. Cal. 1995) (approving a \$50,000.00 participation award); *Cellphone*
11 *Termination Fee Cases*, 186 Cal.App.4th at 1393 (approving \$10,000 awards to each of the four (4)
12 named plaintiffs).

13 In this case Plaintiff provided substantial support in helping to secure payment to Class
14 Members, spending 115-125 hours prosecuting this case. *See Decl. Barreras*, ¶ 8. Plaintiff provided
15 and explained a substantial number of documents critical to helping establish important facts central to
16 this case and participated in substantial amount of discovery. *See id.* at ¶¶ 5-7. Plaintiff is also subject
17 to a much broader release of claims than Class Members, including a Civil Code section 1542 release.
18 *See Decl. Barreras*, ¶ 9. Payment of \$10,000.00 to Plaintiff is appropriate given the risk, assistance,
19 time required, and burden experienced in bringing and resolving this case, especially since this amount
20 was identified in the Notice of Settlement and no objections to it have been received. *See West v.*
21 *Circle K Stores, Inc.*, 2006 WL 8458679, *2-3, *7-*8 (E.D. Cal. 2006) (awarding \$15,000 to each of
22 the named representatives who spent 100 hours and 80 hours, respectively, prosecuting the case on
23 behalf of class members)⁴; *Dent v. ITC Serv. Grp., Inc.*, 2013 WL 5437331, *4, *7, *9 (D. Nev. 2013)

24
25
26 ⁴ In *West*, information necessary to assess enhancement payments relative to average payments received by class members
27 was stated in connection with preliminary approval proceedings. There were 1,752 class members in the vacation subclass
28 and 14,000 class members in the meal period subclass, totaling 15,752 class members in all. Thus, in a \$5,000,000 gross
settlement, the *West* Court approved the \$15,000 enhancements where the average gross award for class members was
\$317.42. *Compare West v. Circle K Stores, Inc.*, 2006 WL 1652598, *3 (E.D. Cal. 2006) with *West v. Circle K Stores, Inc.*,
2006 WL 8458679 at *2-3, *7-*8.

(awarding a \$15,000 representative enhancement out of a \$150,000 settlement for approximately 530 class members).

d. The Court Should Approve the Payment of Settlement Administrator Costs

Since being preliminarily approved as the Settlement Administrator, ILYM Group, Inc., has carried out its duties as set forth in the Court's order and the Agreement. *See generally* Decl. Brown. Under the Agreement, a maximum of \$10,000 was set aside for potential Settlement Administrator Costs. ILYM Group, Inc.'s final costs are \$9,350, well under the potential maximum Class Members were given notice of. Plaintiff requests that the Court approve payment to the Settlement Administrator in the amount of \$9,350 to compensate it for the costs of administration as part of the final order approving the Settlement. *See Patel v. Nike Retail Services, Inc.*, 2019 WL 2029061, *1, *4 (N.D. Cal. 2019) (\$5,261 for settlement administrator's fees was not excessive where PAGA group consisted of 40 employees).

VIII. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court certify the class for settlement purposes; grant final approval of the proposed settlement, including the Plaintiff's Class Representative Enhancement Payment, the payment to the LWDA under PAGA, and Class Counsel's application for reasonable attorneys' fees and costs; find that the Notice of Settlement and administration process satisfied Class Members' due process rights; and approve the proposed order submitted concurrently herewith.

Shimoda & Rodriguez Law, PC

Dated: October 28, 2025

By: _____

Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Austin D. Sork

Attorneys for Plaintiff

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Austin D. Sork (Cal. State Bar No. 360918)
Shimoda & Rodriguez Law, PC
9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com
asork@shimodalaw.com

Attorneys for Plaintiff RAYMOND BARRERAS
individually and on behalf of similarly situated employees

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YOLO

RAYMOND BARRERAS, individually and
on behalf of all other similarly situated
employees,

Plaintiff,

vs.

JESSEE HEATING & AIR CONDITIONING,
a California Corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No. CV2024-2137

Assigned for All Purposes To:
Hon. Samuel T. McAdam
Department 14

CLASS ACTION

**DECLARATION OF JUSTIN P. RODRIGUEZ
IN SUPPORT OF PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: November 20, 2025
Time: 9:00 a.m.
Dept.: 14
Judge: Hon. Samuel T. McAdam

Filed: August 21, 2024
Trial Date: None Set

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Raymond Barreras (“Plaintiff”) herein. I am making
4 this declaration on behalf of the named Plaintiff, the putative class members, and in support of
5 Plaintiff’s Motion for Final Approval of Class Action and PAGA Settlement (“Motion”). A true and
6 correct copy of the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
7 (“Agreement”) in this matter is filed with this Motion as Exhibit A. We have met and conferred with
8 David Griffith, Esq., counsel for Defendant Jessee Heating & Air Conditioning (“Defendant”)
9 (Plaintiffs and Defendant sometimes collectively referred to as the “Parties”) who agreed to electronic
10 service of the Motion being deemed effective as personal service for purposes of any additional notice
11 required based on the manner of service under the California Code of Civil Procedure. *See Chapman v.*
12 *Gipson*, 103 Cal.App.2d 585, 587 (1951); *Daiki Otsuka v. Balangue*, 92 Cal.App.2d 788, 792 (1949)

13 2. This case was brought as a wage and hour class action based on Plaintiff’s contention
14 that Defendant, failed to pay overtime wages, failed to pay minimum wages, failed to provide meal
15 periods or pay meal period premiums in lieu thereof, failed to provide rest periods or pay rest period
16 premiums in lieu thereof, failed to provide accurate wage statements, failed to timely pay final wages,
17 failed to reimburse expenses, and engaged in unfair competition. Plaintiff also alleged liability for civil
18 penalties under the Private Attorneys General Act (“PAGA”). These claims were based allegations that
19 Defendant violated California law by 1) requiring employees to work off-the-clock before their shift,
20 after their shift, and during times they were clocked out for meal periods and unilaterally deducted
21 hours worked from employees’ timecards based on inaccurate GPS records, resulting in unpaid
22 minimum wages and overtime, 2) engaging in unlawful rounding of employees’ hours worked, 3)
23 failing to properly calculate the regular rate of pay for premium wage payments, including overtime,
24 sick leave, reporting time pay, and meal and rest period premiums, 4) not authorizing and permitting
25 employees to take all meal and rest periods owed to them, 5) failing to reimburse employees for the use
26 of their personal vehicles, cell phones, and home internet, and 6) issuing inaccurate and incomplete
27 wage statements. The PAGA, waiting time penalty, wage statement violation, and unfair competition
28 claims also derive from these violations.

1 3. Plaintiff is the only named representative in this matter. We began investigating the
2 claims on February 16, 2024, which included interviewing Plaintiff, reviewing their documents, and
3 seeking out potential witnesses to corroborate the claims. From our initial investigations into Plaintiff's
4 claims and documents, we believed the claims had merit and could be maintained as a class action. We
5 filed the action on or about August 21, 2024. Plaintiff exhausted administrative remedies through the
6 Labor and Workforce Development Agency ("LWDA"). Plaintiff filed a notice with the LWDA on
7 May 31, 2024, setting forth the facts and theories of liability. A true and correct copy of the notice
8 filed with the LWDA is being filed with this Motion as Exhibit C. A copy of the notice was also sent
9 to Defendant via certified mail and the \$75.00 filing fee was remitted to the LWDA at that time. There
10 was no response by the LWDA regarding its intent to investigate the claims alleged in Plaintiff's notice
11 for more than 65 days and Defendant did not utilize the cure procedures under the statute. As such,
12 Plaintiff became authorized to commence a civil action under the PAGA. A true and correct copy of
13 Plaintiff's operative Complaint is filed with this Motion as Exhibit B. A copy of the Complaint was
14 uploaded to the LWDA after we received a file stamped copy back from Court.

15 4. Currently, there is no date set for a motion to certify the class and there is no trial date.

16 5. Defendant is represented in this matter by Griffith & Horn, LLP. From the beginning,
17 Defendant has contested the merits of this case, the suitability of the case for class action and/or
18 representative treatment, the manageability of the case at trial, and Plaintiff's ability to prove a
19 violation in each pay period for each employee among other defenses and contentions they made
20 challenging the propriety of this action. Defendant further contended, even assuming there was a
21 finding supporting the imposition of PAGA penalties, that the Court would likely exercise its discretion
22 to substantially reduce any such penalties owed based on evidence of good faith attempts to comply
23 with California Labor Code obligations by Defendant. Notwithstanding the agreement to settle this
24 matter, Defendant believes the practices Plaintiff is contending are unlawful either do not exist or, to
25 the extent they do exist, fully comply with all state and federal employment laws with respect to
26 Plaintiff and Class Members. Also, Defendant has contended that this matter is not appropriate for
27 class certification outside of this proposed class settlement.
28

1 6. We have reviewed a substantial number of documents and formal discovery during our
2 investigation of the claims. Based on the expected testimony from Plaintiff and Class Members, a
3 review of Defendant's policies and procedures and other documents relating to the alleged claims,
4 information on the number of Class Members, Class Members' total workweeks within the Class Period,
5 pay periods within the one (1) year penalty statute of limitations, the number of Class Members who
6 separated employment within three (3) years of this case being filed, and Class Members' time and
7 payroll data, the scope of the potential damages in light of the claims alleged, the uncertainty in the law
8 with regard to certification, and the negotiations that have taken place, I am convinced that the proposed
9 settlement is in the best interest of the class. The length and risk of continued litigation and trial, as well
10 as other normal perils of complex litigation that impact the value of the claims, were also considered and
11 weighed in reaching the Agreement. In addition, I carefully considered the prospects of class
12 certification and maintaining class certification through trial notwithstanding the numerous challenges
13 raised by Defendant. I further considered the fact that penalties under the PAGA could be substantially
14 cut at the discretion of the Court even if Plaintiff was successful on proving those claims and there was
15 risk that a Court could find no willfulness in the failure to pay wages at separation or the existence of a
16 good faith dispute, which would eliminate the value of several claims entirely. Overall, I believe it is
17 more beneficial to secure a guaranteed benefit to the class now rather than to proceed with litigation and
18 potentially obtain zero funds for the class due to legal or factual issues in the case.

19 7. Another significant consideration in agreeing to the Settlement was Defendant's financial
20 condition. During negotiations, Defendant contended significant financial constraints impaired its ability
21 to pay any settlement or judgment beyond the Gross Settlement Amount and that funding of the Gross
22 Settlement Amount would require installments over approximately a year and a half. In order to assess
23 the claims of financial hardship and evaluate the need for an installment plan and/or potential for any
24 bankruptcy filing, our office reviewed Defendant's tax returns and year-to-date financial statements. The
25 documents reviewed allowed us to see the current debts, assets, and liabilities for the company and other
26 potential sources of recovery if Plaintiff was successful in obtaining a judgment in favor of the class. It
27 also allowed us to review the company's historical performance to determine if the condition was likely
28 to improve, get worse, or stay the same. After review of these documents, I believe the payment

obligations and installment plan set forth in the Agreement strike an appropriate balance of maximizing payouts to Class Members while avoiding insolvency by Defendant.

8. My office, including my partner, Galen T. Shimoda, my associate, Austin D. Sork, our paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims and potential damages for such claims. The parties engaged in formal discovery and exchange of documents that included, but was not limited to, producing all Class Member data, including, but not limited to, time records, paystubs, and payroll summaries, job descriptions, relevant handbooks, bulletins, and memoranda containing Defendant's policies for the entirety of the statute of limitations applicable to the alleged claims. This was not a mere representative sample of information. Instead, this was for *all* Class Members. GPS records and vehicle use agreements were also produced, which were reviewed and compared to the time and payroll data to assess the claims. Review of this data included comparing the time records, payroll data, GPS records, and vehicle use agreements with Defendant's wage and hour policies pay period by pay period, which evolved over the course of the Class Period. The production of data for all Class Members allowed for an in-depth analysis of damages for the entire class, which allowed for a much more accurate depiction of damages associated with the claims. From this production we were able to determine information critical to a reliable damages analysis such as the average hourly rate, average daily hours worked, shifts eligible for meal and rest periods and the number of potential shifts that may correspond to liability under our theories of liability, average number of workweeks and pay periods that had potential violations based on the asserted claims, the frequency with which violations occurred in a given week and/or pay period, and the number of former employees. This information allowed my office to assess both liability and damages and create an accurate damages model. Plaintiff assisted in all aspects of this litigation including providing factual information relating to Plaintiff's and Class Members' employment conditions, providing a substantial number of documents, reviewing documents and GPS records with counsel, and answering questions regarding Defendant's factual contentions in this matter. This was important because it directly related to our ability to maintain this case as a class action and our ability to obtain a favorable settlement for the class.

9. Throughout this litigation our office had numerous communications with Defendant's Counsel discussing our respective positions. The parties engaged in mediation on February 26, 2025,

1 using an experienced mediator, Russ Wunderli, Esq. It was only after approximately one year of
2 extensive investigations and arm's length negotiations that the parties were able to reach a settlement,
3 which only occurred after a full-day mediation. The negotiations were, at all times, contentious,
4 adversarial, and at arms-length, though still professional in nature.

5 10. Based on my office's analysis of the formal discovery outlined above, at the time of
6 mediation there were approximately 170 Class Members who worked 13,891 weeks in the Class
7 Period, 99 Aggrieved Employees who worked 5,054 weekly pay periods during the PAGA Claim
8 Period, an average base hourly rate of approximately \$21.44, and an average overtime rate of
9 approximately \$32.16. We did not find any prior Labor Commissioner or Court decisions stating
10 Defendant's practices and/or policies were improper. As such, a "subsequent violation" may not be
11 found for penalty calculation purposes, and the penalty exposure analysis herein is based on an "initial
12 violation" valuation being adopted by any fact finder if this matter went to trial. *See Amaral v. Cintas*
13 *Corp. No. 2*, 163 Cal.App.4th 1157, 1207-1209 (2008). The following represents the maximum
14 recovery as well as the more realistic range of recovery for each of Plaintiff's claims:

- 15 a) Minimum Wages: This claim is based on allegations that Defendant failed to pay
16 Plaintiff and Class Members at least the minimum wage for all hours worked due to
17 Defendant requiring employees to work off-the-clock, failing to accurately record
18 employee's hours worked, and underpaying employees as a result of rounding their
19 actual hours worked, deducting time from employee's time records for meal and/or rest
20 breaks that were not actually taken and/or shorter than the amount of time deducted.
21 The maximum damages for this claim are approximately \$247,433.44. The maximum
22 damages available were calculated based on an average of approximately 1.25 hours
23 worked off-the-clock per week. Based on the weighted average minimum wage rate of
24 \$14.25 during the Class Period, this equals approximately \$247,433.44 in unpaid
25 minimum wages ([13,891 workweeks x 1.25 hours off-the-clock per week] x \$14.25
26 average minimum wage rate). Because we also assumed that all unpaid time qualified
27 for overtime, only liquidated damages is being claimed to avoid double recovery of
28 substantive wage loss. This amount does not take into account any potential risks with

1 respect to Plaintiff certifying the claim, proving the merits, or proving damages.
2 Defendant heavily disputed this theory of liability. First, Defendant's disputed the
3 existence and extent of any off-the-clock work, arguing that GPS records instead
4 showed that the hours submitted on timecards were consistent with the hours paid.
5 Second, Defendant also argued that the GPS records also demonstrated that the extent of
6 any large gaps in time between job sites and/or time at locations having nothing to do
7 with any dispatched work on that day demonstrated no actual work being performed and
8 that breaks were being taken. Finally, Defendant strenuously argued that it maintained
9 and strictly enforced policies against working off-the-clock and that overtime was
10 regularly paid, undermining any contention that there was any practice or policy
11 promoting off-the-clock work. This presented a substantial challenge to both
12 certification and the merits of the claim. The written policy prohibiting off-the-clock
13 work would require Plaintiff to demonstrate, on a class wide basis, that Defendant
14 effectively maintained "a policy to violate the policy" against off-the-clock work and
15 that Defendant knew or should have known the off-the-clock work was occurring
16 despite the policies and payment of overtime. *See Brinker Rest. Corp. v. Superior Ct.*,
17 53 Cal.4th 1004, 1051-1052 (2012). Finally, the presence of a good faith dispute would
18 eliminate liability for liquidated damages for unpaid minimum wages. *See Cal. Lab.*
19 *Code § 1194.2(b); Ridgeway v. Walmart Inc*, 946 F.3d 1066, 1089-1090 (9th Cir. 2020).
20 While Defendant may be able to establish a good faith dispute defense as to some
21 categories of off-the-clock work, I believe it is unlikely that the defense would be
22 established for all categories of off-the-clock work. Taking all these factors into
23 account, I believe a more likely range of recovery for this claim is between \$74,230.03
24 to \$123,716.72 (50% to 70% reduction based on risk);

- 25 b) Unpaid Overtime Wages (Off-the-Clock): The off-the-clock theory of overtime liability
26 is based on the same factual allegations that formed the basis for the minimum wage
27 claims, which are stated above. The maximum damages for this claim are \$558,418.20
28 ([13,891 workweeks x 1.25 hours off-the-clock per week] x \$32.16 average overtime

1 rate). This amount does not take into account any potential risks with respect to Plaintiff
2 certifying the claim, proving the merits, or proving damages. Plaintiff has assumed that
3 all unpaid hours qualified as overtime. Because this theory of liability is based on the
4 same facts supporting the minimum wage claim, it is subject to the same risks identified
5 above with the exception that a good faith dispute defense would not apply to these
6 claims. Taking all these factors into account, I believe a more likely range of recovery
7 for this claim is between \$390,890.64 to \$446,732.16, (20% to 30% reduction based on
8 risk);

9 c) Unpaid Overtime (Regular Rate of Pay): This theory of liability for unpaid overtime is
10 based on allegations that Defendant failed to incorporate the value of all non-
11 discretionary remuneration beyond an employee's base hourly wage, *e.g.* incentive
12 based compensation such as bonuses, commissions, etc., when calculating the regular
13 rate of pay for premium purposes such as overtime. The regular rate of pay theory of
14 liability was also based on Plaintiff's contention that Defendant failed to incorporate the
15 value of prevailing wages into the regular rate of pay for overtime worked on non-
16 prevailing wage projects during the same week. The maximum damages for this claim
17 are \$68,795.18. This amount does not take into account any potential risks with respect
18 to Plaintiff certifying the claim, proving the merits, or proving damages. Based on
19 formal discovery, approximately 28.3% of the approximately 13,891 total pay periods
20 during the Class Period included overtime with these additional incentive payments
21 and/or prevailing wage earnings with non-prevailing wage overtime earned over the
22 same period. Based on the average unpaid overtime premiums per occurrence (\$17.50),
23 this equals \$68,795.18 total unpaid wages resulting from regular rate of pay violations
24 (\$17.50 in additional premiums owed per pay period x 3,931.15 pay periods).
25 Defendant heavily disputed this claim. For example, Defendant contended that there
26 was no need to separately calculate any overtime owed as a result of the incentive
27 payments because they were discretionary in nature. *See* 29 C.F.R. § 778.208
28 (discretionary bonuses need not be included in the regular rate). To the extent the Court

1 agreed with either of this factual contention, the value of this claim would be
2 substantially narrowed as approximately one-third of the 3,931.15 pay period affected
3 were due to incentive based compensation rather than prevailing wage issues. Taking
4 these risks into account factors into account, I believe a more realistic recovery for this
5 theory of liability would be approximately \$45,404.82 (limiting the regular rate of pay
6 theory of liability to those pay periods wherein prevailing wages were earned and non-
7 prevailing wage project overtime was worked, approximately 2,594.56 pay periods in
8 total);

9 d) Meal Periods: This claim is based on allegations that Defendant failed to authorize and
10 permit meal periods due to excessive workloads and Defendant scheduling back-to-back
11 appointments in a manner that required Class Members to work through any meal
12 periods. The maximum damages for this claim are \$223,367.28. This amount does not
13 take into account any potential risks with respect to Plaintiff certifying the claim,
14 proving the merits, or proving damages. This amount was calculated based on an
15 average hourly rate of \$21.44, an average of five shifts per week, and a violation rate of
16 approximately 15% per shift based on Defendant's payroll records, *i.e.* 15% of shifts had
17 either no meal period punch, a late meal period punch, a meal period lasting less than
18 thirty (30) minutes, and/or a shift of more than ten (10) hours without a second meal
19 period. Defendant contended the 15% allocation failed to take into account employee
20 error and GPS time tracking records established that meal periods were, in fact, taken.
21 While Plaintiff can utilize the rebuttable presumption of meal period violations based on
22 the time records under *Donohue v. AMN Servs., LLC*, 11 Cal.5th 58, 78 (2021), Plaintiff
23 would still have the burden to establish a theory of liability amenable to class treatment.
24 Thus, the disputed portions of Defendant's GPS records that Defendant would use to
25 rebut the presumption based on time records substantially increase the risks to the
26 claims. Taking these factors into account, I believe a more realistic range of recovery
27 for this claim is between \$111,683.64 to \$134,020.37 (reduction of 40% to 50% based
28 on risk);

- 1 e) Rest Breaks: This claim was based on the same allegations as the meal period claim
2 except that Plaintiff also contended that Defendant's rest period policy was defective for
3 failing to include the "major fraction thereof" authorizing language. Plaintiff contended
4 that Class Members were not provided with lawful rest periods approximately 16.3% of
5 the time. After accounting for the additional affected pay periods by the "major fraction
6 thereof" policy deficiency, this increased the 15% violation rate by 1.3%. Plaintiff's
7 calculations assumed that the same working conditions that caused Class Members to
8 miss lawful meal periods based on the time records would have also caused Class
9 Members to miss at least one of their two rest periods on a given day. Based on 5 shifts
10 per week, 13,891 total weeks during the Class Period, and an average \$21.44 hourly
11 rate, this equates to a maximum exposure of approximately \$242,725.78. This amount
12 does not take into account any potential risks with respect to Plaintiff certifying the
13 claim, proving the merits, or proving damages. Because this claim is based on the same
14 factual basis as the meal period claims, it is also subject to the same risks as detailed
15 above. However, there is no requirement that an employer keep records of rest periods,
16 so this claim does not benefit from any presumptive violation based on time records
17 under the law like meal period claims do. This presented an even greater risk for
18 Plaintiff's rest period claims than is present for the meal period claims. Limiting the
19 claim to the 1.3% violation rate associated with the alleged defective rest period policy
20 would substantially reduce the potential recovery of the claim. Taking these factors into
21 account, I believe a more realistic range of recovery for this claim would be between
22 \$24,272.58 to \$97,090.31 (60% to 90% reduction based on risk);
- 23 f) Sick Leave: This claim was based on allegations that Defendant failed to incorporate the
24 value of all non-discretionary remuneration beyond an employee's base hourly wage,
25 e.g. incentive based compensation such as bonuses, commissions, prevailing wages, etc.,
26 when calculating the regular rate of pay for premium purposes such as sick leave. The
27 maximum damages for this claim are approximately \$13,335.36. This amount does not
28 take into account any potential risks with respect to Plaintiff certifying the claim,

1 proving the merits, or proving damages. Based on the formal discovery, approximately
2 6.4% of all pay periods included a form of sick leave as well as additional incentive
3 payments or prevailing wages earned over the same period. The average amount of
4 unpaid wages per occurrence, *i.e.* the difference between what was paid and the amount
5 that should have been paid after the regular rate recalculation, was approximately \$15.
6 At 6.4% of all pay periods affected, this equated to \$13,335.36 owed in total. Defendant
7 heavily disputed this claim. As detailed above, the incentive payments forming the basis
8 for the regular rate calculation in approximately one-third of affected pay periods were
9 still subject to the risk of being found to be discretionary. *See* 29 C.F.R. § 778.208.
10 Limiting the scope of this claim to those instances that were based on the failure to
11 incorporate the value of prevailing wage payments into the regular rate for sick leave
12 pay, the potential recovery for this claim would drop to approximately \$8,801.34.
13 Taking these factors into account, I believe a more realistic recovery for this claim
14 would be \$8,801.34 (limiting the theory of liability to those pay periods wherein
15 prevailing wages were earned and sick leave was paid, approximately 586.76 pay
16 periods in total);

- 17 g) Reimbursement: This claim was based on Plaintiff's contention that Class Members
18 were required to use their personal cell phones to order parts, use required scheduling
19 and time clock applications, make warranty calls, and make calls throughout the day to
20 the office and customers. The maximum exposure for this claim is \$80,140.38. This is
21 based on a monthly cell phone bill of approximately \$100 and 25% work usage rate,
22 which equates to approximately \$5.77 owed per week. This amount does not take into
23 account any potential risks with respect to Plaintiff certifying the claim, proving the
24 merits, or proving damages. Defendant heavily disputed whether use of personal cell
25 phones was required given that Defendant regularly ordered parts, which could be
26 regularly stocked in work vehicles at Defendant's warehouse before traveling to job sites
27 each day. Defendant also contended that the use of any applications on a personal
28 device or using cell phones to communicate with supervisory employees and/or clients

1 was, at most, a personal choice of convenience by Class Members as alternative
2 methods of communication and record keeping in paper form were provided. Based on
3 these risks, I believe a more realistic range of recovery for this claim would be between
4 \$28,049.13 to \$48,084.23 (40% to 65% reduction based on risk);

- 5 h) Reporting Time Pay: This claim was based on Plaintiff's contention that Class
6 Members were regularly required to report to work, but sent home due to lack of work
7 without being paid reporting time premiums. The maximum exposure for this claim is
8 \$182,720.08. Class Members worked approximately 3,205.62 months and the weighted
9 average minimum wage rate over this time period was approximately \$14.25 per hour.
10 Plaintiff assumed that Class Members were sent home without prior notice at least once
11 per month and the regularly scheduled work day would have been at least eight hours,
12 resulting in the maximum of four hours of reporting time premiums being due.
13 Defendant heavily disputed this claim, arguing that schedules regularly showed whether
14 there would be a full day's work, or less, available to Class Members before they came
15 in to work. Thus, Class Members would have been aware whether there was any lack of
16 work that might cause them to be sent home before they decided to come in to work for
17 that day. Similarly, those days would have had substantially fewer hours scheduled, if
18 any, resulting in any applicable reporting time premium being calculated based on the
19 minimum of two hours, not four. *See* IWC Wage Order No. 16-2001, § 5(B). Finally,
20 Defendants contended that any such instances where Class Members were sent home for
21 lack of work only occurred after Class Members staying on site for several hours,
22 resulting in Class Members already being paid for the time spent reporting to work.
23 Based on these risks, I believe a more realistic range of recovery for this claim would be
24 between \$45,680.02 to \$91,360.04 (based on a range of 1 to 2 hours or reporting
25 premiums being due rather than the full 4 hours for each instance);
- 26 i) Wage Statement Violations: This claim is derivative of Plaintiff's overtime, minimum
27 wage, reporting time, meal and rest period, and sick leave claims. The maximum
28 exposure for this claim is \$215,614.50, which is calculated based on an initial violation

of \$50 per pay period per employee and assumes a violation in each of the 4,312.29 pay periods within the one (1) year penalty statute of limitations. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Because this claim is derivative of Plaintiff's other claims, the same risks identified above for the minimum wage, overtime, meal period, rest period, and sick leave claims apply here as well, substantially affecting the potential value of this claim. Furthermore, under the recent California Supreme Court case, *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056 (2024), employers now have a good faith dispute defense against wage statement claims. Based on these risks, I believe a more realistic recovery for this claim would be \$61,018.90 (limiting the pay periods at issue for wage statement violations to those wherein prevailing wages were earned and non-prevailing wage project overtime was worked, approximately within the one-year penalty statute of limitations, 1,220.38 pay periods in total);

- j) Waiting Time Penalties: This claim is derivative of the overtime, minimum wage, reporting time, meal and rest period, and sick leave claims. The maximum damages for this claim are \$483,686.40. The maximum damages were calculated based on the \$21.44 average hourly rate, 94 former employees within the three (3) year penalty statute of limitations, and an average of 8 hours worked per shift. Plaintiff utilized the full 30 days to calculate the total amount due for each formerly employed Class Member. Because it is derivative of Plaintiff's claims asserted above, it carries all the same risks. Similar to claims for liquidated damages for minimum wages and wage statement violations, waiting time penalties are subject to a good faith dispute defense. *See Diaz v. Grill Concepts Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). Based on these risks, I believe a more realistic recovery for this claim would be \$149,222.40 (limiting the exposure to former employees who earned prevailing wages were and worked non-prevailing wage project overtime, 29 in total);
- k) PAGA: This claim is derivative of the Labor Code violations identified above and would be subject to all the same risks as the underlying claims it is based on. Again, we did

1 not find any prior Labor Commissioner or court decisions that stated Defendant's
2 practices and/or policies were improper, so the exposure analysis is based on an "initial
3 violation" valuation being adopted by any fact finder if this matter went to trial. *See*
4 *Amaral*, 163 Cal.App.4th at 1207-1209. Based on Class Members' payroll data, the
5 maximum exposure for this claim is \$3,055.606.40. This amount does not take into
6 account any of the risks in proving the merits of the underlying claims that the PAGA
7 damages are based on. The identified risks would likely substantially reduce the number
8 of pay periods at issue (*e.g.* good faith dispute defenses to a large portion of the
9 minimum wages, wage statement, and waiting time penalty claims). In addition to the
10 risks on the merits, I believe the Court may exercise its discretion to reduce PAGA
11 penalties in this case because a majority of the civil penalties sought would be in
12 addition to amounts owed for substantive violations, some of the violations are due to
13 technical non-compliance with the Labor Code, such as derivative wage statement
14 violations, several of the violations under different statutes arise from the same, singular
15 conduct, Defendant produced wage and hour policies and other documents related to
16 attempts at complying with the California Labor Code that a Court may find
17 demonstrates a good faith attempt at compliance, and there were several instances where
18 the actual substantive loss experienced by Aggrieved Employees was substantially less
19 per pay period than the potential maximum penalty that could be imposed (*e.g.* \$5.77 per
20 weekly pay period for reimbursement claims whereas the weekly pay period penalty
21 under the PAGA would be \$100). Courts are statutorily authorized to use discretion to
22 reduce penalties and the range of discretion used varies substantially. *See Thurman v.*
23 *Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction);
24 *Fleming v. Covidien Inc.*, 2011 WL 7563047, *3-4 (C.D. Cal. 2011) (82% reduction);
25 *Magadia v. Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019)
26 (80% reduction); *Hamilton v. Juul Labs, Inc.*, 2021 WL 5331451, *9-*10 (N.D. Cal.
27 2021). The 82% reduction equates to roughly \$9-\$18 worth of civil penalties per pay
28 period per employee depending on the total potential value of the civil penalty (*i.e.* \$50-

1 \$100), which is more in line with actual awards based on my experience and review of
2 awards in other cases. Thus, even setting aside risks of proving the claims on the merits,
3 the total exposure may be cut to approximately \$550,009.15 (82% reduction) to
4 \$2,138,924.48 (30% reduction) or lower. It is important to note that this discretionary
5 reduction is completely separate and in addition to any risks on the merits. Given the
6 substantial risks associated with the claims, I believe the amount that might ultimately
7 be awarded under this claim would be significantly lower than the maximum civil
8 penalties available. I believe allocating \$40,000 to the PAGA claims in this case is
9 appropriate, especially in light of amounts that Courts have approved as reasonable
10 valuations in other cases. *See Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010)
11 (approving \$0 allocation to the resolution of PAGA claims based on their being disputed
12 and being part of a class settlement which was evaluated based on the terms of the
13 agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2
14 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-
15 1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018)
16 (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no
17 recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016)
18 (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure
19 was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox*
20 *Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily
21 approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l,*
22 *LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation
23 when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins.*
24 *Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in
25 \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D.
26 Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009)
27 (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*,
28 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in

1 \$3,950,000 gross settlement amount allocated to California class even though PAGA
2 exposure was calculated at \$53,600,000, or 0.2% of total estimated potential value);
3 *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving
4 \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*,
5 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000
6 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal.
7 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement fund).

8 11. In summary, Plaintiff's gross recovery of \$700,000 under the Agreement equals
9 approximately 13% of the maximum value of the claims in this matter (\$5,371,840) and between 20.9%
10 and 47% of the more realistic range of recovery (\$1,489,262.65 to \$3,344,375.77). After deducting the
11 requested attorneys' fees and costs, Enhancement Payment, Settlement Administrator Costs, and the
12 PAGA Payment from the Gross Settlement Amount, the net recovery under the Agreement,
13 \$398,216.83, represents approximately 7.4% of the maximum value of the claims in this matter. The
14 net recovery also represents between 11.9% and 26.7% of the more realistic range of recovery. The
15 average net award is approximately \$2,118.17, which is the equivalent of approximately \$26.61 per
16 workweek. I believe the Agreement is fair, reasonable, and adequate, representing a reasonable
17 compromise of claims based on the legal and factual disputes in this case. The ability to secure a
18 guaranteed settlement now and ensure Class Members receive some compensation, rather than proceed
19 to further litigation and potentially recover nothing, was a motivating factor in reaching this
20 Agreement.

21 12. In agreeing to represent Plaintiff and take on the case for all Class Members, our office
22 agreed to take this case on a contingency basis, meaning that we would take a percentage of any
23 settlement or judgment should we recover a monetary amount. We took a risk that we would not
24 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case
25 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to
26 make sure employees are able to find affordable representation in order to ensure that employers are
27 complying with all their legal obligations towards employees and paying employees all their hard-
28 earned wages. We rely on attorneys' fee awards in order to continue working to ensure California

1 wage and hour protections are enforced. Recovery of our full lodestar plus an appropriate multiplier is
2 necessary to compensate for the risk undertaken. Otherwise, we could not continue to represent
3 employees who are denied wages, but whose cases may be time-consuming and difficult to
4 prove. There have been many class cases we have litigated where, ultimately, we get zero for our time
5 because we are unable to meet certification requirements or the company becomes financially
6 insolvent. Additionally, there are numerous occasions, like in this case, where the fee recovered
7 actually results in a negative multiplier of our lodestar as the amount of work required to obtain a good
8 result for the class is usually more than the 35% common fund request we make to compensate our
9 time.

10 13. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
11 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
12 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the
13 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two
14 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the
15 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris
16 Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at
17 McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my
18 legal research and writing course, a Witkin Award in complex civil litigation, being a member of the
19 Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from
20 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business &*
21 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar
22 Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society
23 and an officer for the Latino Law Students Association from 2009 to 2010.

24 14. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda
25 Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp.
26 became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent
27 rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to 2024, I was
28 recognized as a Super Lawyer (Rising Star). From 2025 to present, I have been recognized as a Super

1 Lawyer. I have been a panel speaker and presented a number of seminars covering issues in wage and
2 hour litigation in general and complex class and PAGA litigation in particular. These engagements
3 include the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in
4 California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc.
5 of Defense Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial
6 Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part
7 of Any Wage and Hour Practice Group (Sacramento County Bar Assoc., Mar. 2021); (5) Emerging
8 Trends and Issues Relating to Arbitration and PAGA Claims in a Post-*Viking River Cruises* World
9 (Sacramento County Bar Assoc., Nov. 2022). I was elected to the Sacramento County Bar Association
10 Labor and Employment Law Section's executive committee in 2019 and was the Chair of the executive
11 committee for 2022. I have also been a member of the Presiding Judge Civil Law Advisory Committee
12 for Sacramento County Superior Court since August 2020. My practice focuses on complex civil
13 litigation, including wage and hour class actions, PAGA claims, and Fair Labor Standards Act
14 ("FLSA") claims. I am actively involved in most all of the complex litigation handled by our firm.
15 Class and/or PAGA actions I have litigated or am currently litigating, including the instant case,
16 includes, but is not limited to, the following:

- 17 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 18 • *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 19 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 20 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 21 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080
22 (San Joaquin Sup. Ct.);
- 23 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 24 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 25 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
26 Sup. Ct.);
- 27 • *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.
28 Ct.);

- 1 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 2 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
- 3 00271174 (Sac. Sup. Ct.);
- 4 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
- 5 Ct.);
- 6 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
- 7 Ct.);
- 8 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
- 9 Sup. Ct.);
- 10 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- 11 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
- 12 Ct.);
- 13 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 14 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
- 15 00209613 (Sac. Sup. Ct.);
- 16 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 17 • *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-
- 18 00222101 (Sac. Sup. Ct.);
- 19 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- 20 • *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- 21 • *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- 22 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 23 • *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- 24 • *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup.
- 25 Ct.);
- 26 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 27 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 28 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac. Sup. Ct.);

- *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac. Sup. Ct.);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac. Sup. Ct.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-EFB (E.D. Cal.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.) ;
- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.) ;
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and

- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

15. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

16. My partner, Galen T. Shimoda, Esq., worked with me on this matter and was critical in assisting with all aspects of the litigation of this case. Mr. Shimoda attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of employment law articles for journals and our firm regularly publishes articles on our firm's website. Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar) Employment Review seminars from 2014 to the present. His speaking engagements include the following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6) CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21, 2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour Panel and AB 1825 Training: Updates on California's New Wage Laws and Manager Compliance Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section – PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association - PAGA Today and PAGA Tomorrow: Moderate-

1 Advanced Issues In PAGA Litigation (Oct. 20, 2017); 15) California Employment Lawyers Association
2 Advanced Wage and Hour Seminar – Better Know a Venue Roundup (May 17, 2019). Mr. Shimoda
3 has been AV rated by Martindale Hubbell since 2013, was recognized as a Super Lawyer (Rising Star)
4 from approximately 2009 to 2013 and was recognized as a Super Lawyer from 2014 to present.

5 17. Mr. Shimoda has practiced law in California since being admitted to the State Bar in
6 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.
7 Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington &
8 Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is
9 in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and
10 Federal Courts, including up to certification, settlement, preliminary and final approval, and
11 disbursement of monies, and has been found to satisfy the adequacy requirements for class counsel.
12 Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel
13 include the following:

- 14 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 15 • *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- 16 • *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- 17 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 18 • *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- 19 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 20 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 21 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 22 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
23 Sup. Ct.);
- 24 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 25 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
26 Ct.);
- 27 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
28 Ct.);

- 1 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
2 Sup. Ct.);
- 3 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 4 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
5 Ct.);
- 6 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 7 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
8 00209613 (Sac. Sup. Ct.);
- 9 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 10 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 11 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 12 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
13 (San Joaquin Sup. Ct.);
- 14 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 15 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
16 Sup. Ct.);
- 17 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 18 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 19 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.
20 Sup. Ct.);
- 21 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 22 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 23 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 24 • *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 25 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 26 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 27 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 28 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);

- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.);
- *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

18. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

1 19. My associate, Austin D. Sork, Esq., has been a practicing attorney since October 2024,
2 when he was admitted to the Utah State Bar. Mr. Sork holds a Bachelor of Arts in Sociology from
3 Brigham Young University, where he earned Dean’s List recognition and maintained a 3.85 GPA. He
4 earned his Juris Doctor from the University of Utah S.J. Quinney College of Law in April 2024, where
5 he served as the Employment Law Class Representative for the Class of 2024. Mr. Sork joined
6 Shimoda & Rodriguez Law in March 2023 operating out of our Utah office as a law clerk. After
7 becoming barred in Utah, Mr. Sork became a member of the California State Bar in March 2025 while
8 working full-time as an attorney. Prior to this, Mr. Sork was admitted to practice in California on this
9 case pursuant to the Court’s order granting his *pro hac vice* application on December 3, 2024. Since
10 joining the firm, he has developed mentored experience in complex employment litigation, including
11 individual, class, collective, and representative actions brought under the Private Attorneys General Act
12 (“PAGA”) and the Fair Labor Standards Act (“FLSA”). Mr. Sork has actively engaged in drafting
13 pleadings, discovery, extensive motion practice, mediation briefs, and settlement agreements. He has
14 experience in propounding and responding to written discovery, taking and defending depositions,
15 preparing class-wide damage analyses, and maintained regular communication with class
16 representatives, class members, and opposing counsel. In addition to his litigation practice, Mr. Sork
17 serves on the Board of the Utah Employment Lawyers Association and regularly volunteers with the
18 Street Law Pro Bono Clinic at the University of Utah, where he provides employment law advice to
19 individuals on a wide range of workplace issues.

20 20. Mr. Sork has participated in numerous class action and PAGA matters filed by our firm,
21 including *Konrad v. CA Outsource Associates LLC*, Case No. 25CV016968 (Sac. Sup. Ct.); *Valdez v.*
22 *HSSG Inc.*, Case No. 24CV435535 (Santa Clara Sup. Ct.); *Parker v. Napa Valley Ford Lincoln*
23 *Mercury, Inc.*, Case No. 25CV007558 (Sac. Sup. Ct.); *Jimenez v. JQ Events LLC*, Case No.
24 24CV026779 (Sac. Sup. Ct.); *Hernandez v. Quantumscape Battery, Inc.*, Case No. 24CV439603 (Santa
25 Clara Sup. Ct.); *Ramirez v. Arthur Luis Silva dba Art Silva Dairy*, Case No. CV-25-002294 (Stanislaus
26 Sup. Ct.).

27 21. My office is requesting attorneys’ fees and costs pursuant to the common fund doctrine
28 as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25, 34-35

(1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 271 (9th Cir. 1989), and *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980). Plaintiff has been able to secure an identifiable benefit on behalf of Class Members and equity counsels that the cost of the representation should be born equally amongst all Class Members receiving these benefits. The settlement recovery provides a good result and is the product of substantial time and effort in analyzing the facts and law applicable to this case. There was substantial risk in agreeing to take this case on a contingency basis and as a class action with the possibility that our firm would not receive any compensation our time and efforts due to issues regarding the merits and/or certification and have carried that risk over the course of the case. In my experience, the attorney's fee request of thirty-five percent (35%) of the common fund is within ranges typically approved in wage and hour class action litigation. This includes awards in Yolo County Superior Court. *See, e.g., Miller v. Yolo Community Care Continuum*, Case No. CV2023-1150 (Yolo Sup. Ct.) (Order Granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, March 13, 2025, pg. 4). In July 2025, the Sacramento County Superior Court approved a fee request of 35% and the same hourly rates for myself (\$700) and Mr. Shimoda (\$750) in connection with a motion for final approval of a wage and hour class action settlement. *See Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.) (Order Granting Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, July 21, 2025, pg. 4). The *Hercules* Order represented the first increase to our hourly rates since November 17, 2022, where I was approved at \$625 per hour and Mr. Shimoda was approved at \$725 per hour. *See Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.) (Order Granting Plaintiffs' Motion For Final Approval Of Class Action And PAGA Settlement, November 17, 2022, pg. 6). In *Miller*, the Yolo County Superior Court approved the same billing rates as were approved in *Strawn*. Given the close proximity of Sacramento County to Yolo County, I believe judicially approved rates in Sacramento County are also reflective of the prevailing rates in Yolo County.

22. I believe a lodestar cross check supports finding a 35% fee award is appropriate in this case. The total lodestar is approximately \$250,657.50 based on approximately 404.6 hours, which includes approximately 10 hours of time for myself and Mr. Sork preparing for and attending the final

approval hearing, ensuring compliance with the Court's order over the life of the payment plan outlined in the Agreement, and the disbursement of funds consistent with a final approval order. I have reviewed our firm's billing records with Mr. Shimoda and Mr. Sork and have created a summary chart showing the task categories and hours worked by each billing attorney in each category. All hours for Mr. Sork are for work performed after December 3, 2024, when he was admitted to practice as an attorney on this case in California *pro hac vice*. A true and correct copy of this summary chart is being filed with this Motion as Exhibit F. In reviewing the entries with Mr. Shimoda and Mr. Sork, I believe the hours reported are accurate. To the extent we believe it appropriate to do so in any given assignment, we attempt to assign tasks to the billing attorney with the lower rate in order to reduce costs that otherwise might inhibit the likelihood a case will resolve. Our firm uses billing software, which tracks the entries by day and time. Our billing software also records time in 1/10 of an hour increments. Our billing software also enables the use of a start/stop timer that can be used to more accurately record how long a particular task takes. A summary of the entries in Exhibit F by timekeeper is as follows:

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Lodestar</u>
Galen T. Shimoda	128.3	\$750	\$96,225
Justin P. Rodriguez	138.2	\$700	\$96,740
Austin D. Sork	138.1	\$425	\$58,692.50
Total:	404.6		\$250,657.50

23. I believe the requested rates of \$700 per hour for myself, \$750 per hour for Mr. Shimoda, and \$425 for Mr. Sork are within the prevailing market rates for Yolo County and elsewhere. Mr. Shimoda and I have approximately 22 years and 13 years of experience respectively, litigating complex wage and hour class and PAGA actions. Again, the rates have been judicially approved since approximately July 2025, which was the first increase to our previously approved rates since November 2022. *See Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.); *Strawn v. Bridgestone Retail Operations, LLC*, Case No. 34-2018-00242049 (Sac. Sup. Ct.); *Miller v. Yolo Community Care Continuum*, Case No. CV2023-1150 (Yolo Sup. Ct.). Awarding fees at the hourly rate in effect at the time of the fee request is an appropriate and judicially approved method. *See*

1 *Missouri v. Jenkins by Agyei*, 491 U.S. 274, 283 (1989). For the foregoing reasons, I believe the request
2 of \$245,000 (approximately 35%) for attorneys' fees is justified given the results obtained on behalf of
3 the class.

4 24. Although the Agreement set out a maximum of \$12,500.00 for potential attorney's costs,
5 the total costs incurred or that will be incurred through a compliance hearing by Class Counsel is
6 \$7,433.17. A true and correct copy of my firm's itemized costs incurred prior to the filing of this
7 Motion and the expected costs incurred through the final approval and compliance hearings is being
8 filed with the Motion in Exhibit D. These costs were all incurred to advance the interests of Class
9 Members in this litigation and are of the kind that we would normally bill to fee paying clients. The
10 difference in the actual costs and the maximum amount allocated under the Agreement will be added to
11 the Net Settlement Amount and disbursed to Class Members.

12 25. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
13 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
14 2699(1)(2). A true and correct copy of documents demonstrating the settlement documents were
15 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
16 Exhibit E.

17 26. The designated *cy pres* beneficiaries in this case are Capital Pro Bono, Inc. ("CPB") and
18 The Center For Workers Rights ("CFWR"). Only those funds that remain from uncashed settlement
19 checks will be sent to the *cy pres* beneficiaries pursuant to section 5.6 of the Agreement.

20 27. CPB is a 501(c)(3) nonprofit in good standing with the State of California that was
21 established in 1981 and incorporated in 1986 to provide free civil legal services to the indigent,
22 primarily through the use of volunteer attorneys. The formal service area includes Sacramento, Yolo,
23 San Joaquin, El Dorado and Placer counties, however it also regularly provides assistance, whether in
24 person or by phone, to individuals residing outside those counties, including Solano, Nevada, Merced,
25 Sutter, Yuba, and Stanislaus counties. CPB changed its name in 2020 from Voluntary Legal Services
26 Program of Northern California ("VLSP") to Capital Pro Bono, Inc. CPB has been the recipient of *cy*
27 *pres* funds from several jurisdictions in the State of California, including from Yolo County Superior
28 Court.

1 28. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the
2 Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to
3 their current or former employment. This assistance regularly includes, but is not limited to, free legal
4 advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay
5 reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal
6 forms, and direct representation in administrative hearings, including administrative hearings in front of
7 the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator
8 who provide assistance, along with experienced employment law attorney volunteers. These services
9 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP
10 and continuing through today under CPB.

11 29. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a
12 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the
13 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-
14 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with
15 workers and advises them as to the available legal remedies. In addition to individual counseling on
16 employment issues, the CFWR educates workers, unions, and community members about workplace
17 laws and remedies through “Know-Your-Rights” trainings conducted by the CFWR staff and volunteers.

18 30. The CFWR provides limited representation for low-wage workers in wage claims before
19 the California Labor Commissioner. The CFWR has provided services to low-wage workers in a variety
20 of industries across the entire state of California. CFWR primarily focuses on the enforcement of basic
21 workplace protections, including claims for unpaid wages, minimum wage violations, failure to pay
22 overtime, failure to pay reimbursement, waiting time penalties, and meal and rest period violations. The
23 CFWR helps workers navigate the wage claim process before the California Labor Commissioner
24 through advice given at its legal consultation clinics and/or, in some cases, through representing workers
25 in these claims. If the CFWR is approved as a *cy pres* beneficiary, the funds received will be dedicated
26 towards assisting low-wage workers with wage claims and enforcing the California Labor Code with
27 respect to those wage claims.

1 31. I believe the services provided by CPB and the CFWR promote the law consistent with
2 the objective of wage and hour class actions in general and in this case specifically.

3 32. I have spoken with every other attorney at my firm to determine whether they have any
4 relationship with either of the proposed *cy pres* beneficiaries.

5 33. I have volunteered for both organizations numerous times over the past several years,
6 either directly in the advice clinics or by presenting seminars on wage and hour laws for law students
7 seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB's advisory
8 committee. These organizations are non-profits that assist low-income workers throughout California,
9 giving free legal advice regarding employment law issues and representing employees with wage claims
10 before the California Labor Commissioner. I have witnessed firsthand the quality service and attention
11 these entities provide to individuals in need of employment law advice and representation at the
12 California Labor Commissioner.

13 34. Galen T. Shimoda has volunteered for both organizations on and off over the past several
14 years through either presenting wage and hour seminars to law students who staff the free advice clinics
15 or helping at the advice clinics themselves. However, Mr. Shimoda has not performed any volunteer
16 work with either organization since approximately March 2020. Mr. Shimoda has never received
17 payment or compensation of any kind in connection with any work he's done with either of the proposed
18 *cy pres* beneficiaries.

19 35. Renald Konini has volunteered for the Center for Workers' Rights several times since
20 March 2025, by assisting at a free advice clinic for low wage workers who needed advice regarding
21 potential disputes with their employers. Ms. Konini has never volunteered for Capital Pro Bono, Inc.
22 Austin Sork has never done any work, volunteer or otherwise with Capital Pro Bono, Inc. or the Center
23 For Workers' Rights.

24 36. Neither my firm, myself, Mr. Konini, Mr. Sork, nor Mr. Shimoda have ever received any
25 compensation, direct or indirect, for designating CFWR or CPB as *cy pres* beneficiaries or in connection
26 with any of the volunteer work we have done with the organizations.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed on October 28, 2025, in Elk Grove, California.

3
4 
5 Justin B. Rodriguez
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Austin D. Sork (Cal. State Bar No. 360918)
3 **Shimoda & Rodriguez Law, PC**
9401 East Stockton Boulevard, Suite 120
4 Elk Grove, CA 95624
Telephone: (916) 525-0716
5 Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
6 jrodriguez@shimodalaw.com
rkonini@shimodalaw.com
7 asork@shimodalaw.com

8 Attorneys for Plaintiff RAYMOND BARRERAS
individually and on behalf of similarly situated employees
9

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF YOLO**
12

13 RAYMOND BARRERAS, individually and
on behalf of all other similarly situated
14 employees,

15 Plaintiff,

16 vs.
17

18 JESSEE HEATING & AIR CONDITIONING,
a California Corporation; and DOES 1 to 100,
19 inclusive,

20 Defendants.
21
22
23
24
25
26
27
28

Case No. CV2024-2137

Assigned for All Purposes To:
Hon. Samuel T. McAdam
Department 14

CLASS ACTION

**DECLARATION OF PLAINTIFF RAYMOND
BARRERAS IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: November 20, 2025
Time: 9:00 a.m.
Dept.: 14
Judge: Hon. Samuel T. McAdam

Filed: August 21, 2024
Trial Date: None Set

1 I, Raymond Barreras, declare:

2 1. I am a competent adult and I have personal knowledge of the facts set forth in this
3 declaration. I am making this declaration on behalf of myself, as a named plaintiff, and in support of
4 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendant Jessee Heating & Air Conditioning ("Defendant") from
6 approximately April 25, 2020, to February 1, 2024, as a non-exempt employee. I was subject to all of
7 Defendant's policies and practices that have been alleged as unlawful in the Complaint and the notice
8 sent to the Labor and Workforce Development Agency ("LWDA"), including the following: failure to
9 pay overtime, failure to pay minimum wages, failure to provide meal and rest periods or pay premiums
10 in lieu thereof, failure to provide accurate wage statements, failure to timely pay final wages, failure to
11 pay reimbursement, failure to pay sick leave, unlawful deductions and failure to pay contract wages,
12 failure to maintain accurate records, and failure to pay reporting time pay.

13 3. I have actively participated in the litigation of this case for the benefit of all Class
14 Members. Prior to obtaining an attorney, I contacted several law offices and researched potential
15 attorneys to bring the claims. I wanted to make sure the law firm chosen to bring the claims had
16 attorneys with experience and skill in bringing those types of claims. In order to make sure I could have
17 an informed discussion with an attorney about the claims, have a better idea of what to expect moving
18 forward in litigation, and how I could help the case proceed, I also researched the typical difficulties
19 employees have in proving their claim in Court. After securing Shimoda & Rodriguez Law, PC, I
20 continued to be actively involved in the case to help ensure a positive outcome. I began working with
21 Shimoda & Rodriguez Law, PC, to investigate the claims on February 16, 2024, discussing the facts of
22 the case, showing and explaining the context behind the documents I had to support the claims, and
23 discussing potential witnesses to corroborate the information I was providing.

24 4. My attorneys explained to me the risks and benefits of bringing a class action and a claim
25 under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a class and
26 PAGA action meant that it would take substantially longer than pursuing my claims individually,
27 whether in Court or with the California Labor Commissioner, and that I risked getting nothing in the
28 end, but I believed it was important to make sure that Defendant followed the law for everyone. I

1 undertook a professional and financial risk in pursuing the case as a class and PAGA action because my
2 name would be on a publicly available document showing that I had sued a former employer at a time
3 when I was unemployed and searching for a new job and, if unsuccessful in bringing the claims, I would
4 be obligated to pay Defendant's costs incurred over the course of this complex litigation. My
5 understanding is that this is a substantial risk because the costs associated with litigation, in general, are
6 very high and this cost is multiplied many times over in complex litigation like class actions.

7 5. During the course of this litigation, I have given detailed accounts of all the facts related
8 to my employment. I provided my attorneys with extensive documentation that I believe supported the
9 claims brought against Defendant. I met with and assisted my attorneys in understanding these
10 documents and providing context for Defendant's payroll process as it applied to me and how I believed
11 it applied to Defendant's other employees within the class. I worked for Defendant for several years at
12 numerous and different types of sites, reporting to numerous and different supervisors, so I was able to
13 discuss the similarities of the wage and hour policies and practices among all Class Members.

14 6. The work I performed for this case included an extensive review of documents and
15 payroll practices to show and explain to my attorneys what was happening and why I thought it was
16 unlawful. For example, I explained to my attorneys my job duties and responsibilities, the type of tasks
17 and work performed in a typical day and any circumstances that would cause relevant differences to my
18 daily work that affected the class claims. We reviewed payroll, personnel file, and employee
19 handbook/policy documents to see whether and how any of the documents corroborated the validity of
20 the claims and listed potential witnesses related to any issues raised by the documents. Additionally, we
21 reviewed a substantial amount of GPS records, comparing them with corresponding paystubs and
22 timesheets, to determine the extent to which deductions were made, evaluating and rebutting the factual
23 and legal arguments made by Defendant, and calculating potential damages. This addressed all the
24 claims alleged and we continued to discuss and review these items throughout the case as more
25 information was provided by Defendant. The review became even more detailed when reviewing and
26 discussing the discovery responses and documents Defendant produced for all Class Members.

27 7. I participated in the negotiations and settlement discussions in this case, including
28 participating in mediation by phone, speaking with my attorneys to answer questions, provide any

1 additional information needed to assist the negotiations, and discussing the potential terms of the
2 Agreement to evaluate its adequacy. Throughout the course of this litigation I have asked questions
3 when I needed clarification about various aspects of this case to make sure steps were continually taken
4 to advance the interests of Class Members. I have reviewed the final Joint Stipulation of Class Action
5 and PAGA Settlement and Release, discussed the terms with my attorneys, and asked my attorneys any
6 questions I had. I believe the terms of the Settlement and allocations are fair and reasonable given the
7 facts of the case.

8 8. To date, I estimate that I have spent approximately 110-125 hours assisting my attorneys
9 in litigating this case.

10 9. I have not received any benefits as a result of filing this lawsuit. However, I believe I
11 have experienced several substantial burdens as a result of filing this lawsuit that other Class Members
12 were not subject to. As noted above, I took on the professional risk of lengthening my unemployment
13 after working for Defendant because future employers were able to see, from publicly available
14 documents, that I sued my former employer. Additionally, I undertook the risk of having to pay
15 Defendant's litigation costs if the Court or jury ruled against us on the claims. I have spent a substantial
16 amount of time in this case, securing a monetary benefit for many individuals who have not had to do
17 anything whatsoever to have the opportunity to receive it. After I eventually secured another job, the
18 time I have spent on this case has had to occur during my lunch and/or break times, after hours, and on
19 my days off. Rather than spend this time with friends and family, I have spent this time for the benefit
20 of Class Members. Finally, as part of the Settlement, I am the only individual providing a general release
21 of all my individual claims and waiving the protections of California Civil Code section 1542 for
22 unknown claims. No other Class Member is subject to such a broad release. I believe awarding the full
23 Enhancement Payment is warranted given the time I have spent on the case, the benefit secured for Class
24 Members and the LWDA, my general waiver of all claims beyond the more limited release Class
25 Members are subject to, and the risks and burdens I have experienced as a result of this litigation.

26 10. I understand that any Enhancement Payment I may receive is for my participation as a
27 Class Representative and it is not contingent on my support or approval of the Agreement.
28

1 11. I have no interest in the designated *cy pres* beneficiaries, Capital Pro Bono, Inc., and the
2 Center for Workers' Rights, whether financial, in their governance, or otherwise.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing is
4 true and correct. Executed on October 24, 2025, in Oroville, California.

5
6 

7 Raymond t. Barreras (Oct 24, 2025 14:09:08 PDT)

8 Raymond Barreras
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Austin D. Sork (Cal. State Bar No. 360918)
3 **Shimoda & Rodriguez Law, PC**
9401 East Stockton Boulevard, Suite 120
4 Elk Grove, CA 95624
Telephone: (916) 525-0716
5 Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
6 jrodriguez@shimodalaw.com
rkonini@shimodalaw.com
7 asork@shimodalaw.com

8 Attorneys for Plaintiff RAYMOND BARRERAS
individually and on behalf of similarly situated employees
9

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF YOLO**
12

13 RAYMOND BARRERAS, individually and
14 on behalf of all other similarly situated
employees,

15 Plaintiff,
16

17 vs.

18 JESSEE HEATING & AIR CONDITIONING,
19 a California Corporation; and DOES 1 to 100,
inclusive,

20 Defendants.
21

Case No. CV2024-2137

Assigned for All Purposes To:
Hon. Samuel T. McAdam
Department 14

CLASS ACTION

**DECLARATION OF GARVIN BROWN OF
ILYM GROUP, INC., IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: November 30, 2025
Time: 9:00 a.m.
Dept.: 14
Judge: Hon. Samuel T. McAdam

Filed: August 21, 2024
Trial Date: None Set

1 I, Garvin Brown, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case
3 Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional settlement
4 services provider who has been retained by the Parties’ counsel and subsequently appointed by the Court
5 to serve as the Settlement Administrator for the above captioned, *Barreras v. Jessee Heating & Air*
6 *Conditioning*, matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I
7 have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify
8 competently to such facts.

9 2. ILYM Group has extensive experience in administering class action settlements, including
10 direct mail services, database management, claims processing and settlement fund distribution services
11 for Class Actions ranging in size from 26 to 4.5 million settlement class members.

12 3. ILYM Group was engaged by the Parties’ counsel and subsequently approved and
13 appointed by the Court to provide notification services and settlement administration, pursuant to the terms
14 of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after final
15 approval of the Settlement is granted, include: (a) printing and mailing the *Notice of Proposed Class*
16 *Action and PAGA Settlement*, (referred to as “Notice of Settlement”), in English and Spanish; (b) receiving
17 and processing requests to opt out and objections to the Settlement, if applicable; (c) resolving Class
18 Members’ disputes over the number of work weeks Defendant has record of them working during the
19 Class Period, which was pre-printed on their individualized Notice of Settlement; (d) establishing a QSF
20 account and calculating Individual Settlement Amounts; (e) processing and mailing settlement award
21 checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and
22 filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds
23 pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to
24 and/or the Court orders ILYM Group to perform.

25 4. On August 28, 2025, ILYM Group received the Court approved text for the Notice of
26 Settlement from Class Counsel. ILYM Group prepared a draft of the formatted Notice of Settlement,
27 which was approved by the Parties’ Counsel prior to mailing.
28

1 5. On September 4, 2025, ILYM Group received the class data file from Defendant’s Counsel,
2 which contained the first and last name, last known mailing address, last known telephone number, social
3 security number, and start and end date (if any) of employment of each Class Member and Aggrieved
4 Employee (“Class List”). The data file was uploaded to our database and checked for duplicates and other
5 possible discrepancies. The Class List contained information for 188 unique individuals.

6 6. As part of the preparation for mailing, all 188 names and addresses contained in the Class
7 List were then processed against the National Change of Address (“NCOA”) database, maintained by the
8 United States Postal Service (“USPS”), for purposes of updating and confirming the mailing addresses of
9 the Class Members before mailing of the Notice of Settlement. The NCOA contains requested change of
10 addresses filed with the USPS. To the extent that an updated address was found in the NCOA database,
11 the updated address was used for the mailing of the Notice of Settlement. To the extent that no updated
12 address was found in the NCOA database, the original address provided by Counsel for Defendants was
13 used for the mailing of the Notice of Settlement.

14 7. On September 18, 2025, the Notice of Settlement was mailed via U.S First Class Mail, to
15 all 188 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct copy
16 of the mailed Notice of Settlement.

17 8. As of the date of this declaration, 17 Notice of Settlement mailings have been returned to
18 our office. Of the 17 returned Notice of Settlement mailings, none included a forwarding address. ILYM
19 Group performed a computerized skip trace on the 17 returned Notice of Settlement mailings, in an effort
20 to obtain an updated address for the purpose of re-mailing the Notice of Settlement. As a result of this skip
21 trace, 14 updated addresses were obtained and the Notice of Settlement was promptly re-mailed to those
22 Class Members, via U.S. First Class Mail.

23 9. As of the date of this declaration, a total of 14 Notice of Settlement mailings have been re-
24 mailed. Specifically, 14 were remailed as a result of ILYM Group’s skip tracing efforts.

25 10. As of the date of this declaration, a total of 3 Notice Settlement mailings have been deemed
26 undeliverable as no updated addresses were found notwithstanding the skip tracing.
27
28

11. As of the date of this declaration, ILYM Group has not received any requests for exclusion. The deadline to request exclusion from the Settlement is November 3, 2025.

12. As of the date of this declaration, ILYM Group has not received any objections to the Settlement. The deadline to file an objection to the Settlement is November 3, 2025.

13. As of the date of this declaration, ILYM Group has not received any disputes from a Settlement Class Member. The deadline to submit a dispute is November 3, 2025.

14. As of the date of this declaration, ILYM Group will report a total of 188 Participating Class Members, representing 100.00% of the 188 Class Members. The total number of Workweeks worked by the Participating Class Members during the class period is 14,966.96.

15. Participating Class Members will receive a proportional share of the Net Settlement Amount through individual settlement payments, based on the number of Qualified Workweeks worked by Participating Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for Class Counsel's attorney's fees and costs, an Enhancement Payment to the Class Representative, Settlement Administrator Costs to ILYM Group, and the PAGA Payment, *e.g.*,

Gross Settlement Amount	\$700,000.00
Attorney's Fees	\$245,000.00
Attorney's Costs	\$7,433.17
Enhancement Payment	\$10,000.00
ILYM Group Fees	\$9,350.00
PAGA Payment	\$40,000.00
Net Settlement Amount	\$398,216.83

16. To determine a Participating Class Member's Individual Settlement Amount, the distribution shall be divided among all Participating Class Members on a pro rata basis, based on the ratio of the Qualifying Workweeks worked by each Participating Class Member during the Class Period, to the total number of Qualifying Workweeks worked by all Participating Class Members during the Class

1 Period. Based on these calculations, the Participating Class Members will receive an estimated average
2 gross payment of \$2,118.17, with the estimated highest gross payment being \$6,666.76.

3 17. ILYM Group's total fees and costs for services in connection with the administration of
4 this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for
5 completion of the settlement administration, are \$9,350.00. ILYM Group's work in connection with this
6 matter will continue with the calculation of the settlement award payments, issuance and mailing of the
7 settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that
8 the Parties mutually agree to and/or the Court orders ILYM Group to perform.

9 I declare under penalty of perjury under the laws of the State of California and the United States
10 that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed
11 on the 24th day of October, in Tustin, California.

12
13 *Garvin Brown*

14

GARVIN BROWN

EXHIBIT “A”

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF YOLO

RAYMOND BARRERAS, individually and on behalf of all
other similarly situated employees,

Plaintiff,

vs.

JESSEE HEATING & AIR CONDITIONING, a California
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. CV2024-2137

NOTICE OF PROPOSED CLASS ACTION AND PAGA
SETTLEMENT, AND HEARING DATE FOR FINAL
COURT APPROVAL OF SETTLEMENT

ATTENTION: All non-exempt employees who worked or continue to work for Defendant in California at any time between August 21, 2020, to June 9, 2025 (the “Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Yolo County Superior Court (“Court”) granting Plaintiff’s motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Raymond Barreras (“Plaintiff” or “Class Representative”), and Defendant Jessee Heating & Air Conditioning (“Defendant”) on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant’s records indicate you fall within the definition of “Class Member.” Defendant’s records also indicate that you worked «**Class_Qualifying_Workweeks**» weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be \$«**Est_Individual_Settlement_Payment**». Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On August 21, 2024, Plaintiff filed a Complaint against Defendant in the Yolo County Superior Court of California on behalf of himself and Class Members. The term “Action” means this putative class action pending in Yolo County Superior Court, Case No. CV2024-2137. The Class Period is August 21, 2020, to June 9, 2025 (the “Class Period”).

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendant violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay meal period premiums in lieu thereof, 4) failing to provide rest periods or pay rest period premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to reimburse expenses, 8) failing to maintain accurate records, and 9) failing to pay reporting time pay. Plaintiff also alleged these violations constituted unfair competition and caused derivative liability under the Private Attorney’s General Act (“PAGA”). The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendant continue to deny all allegations and claims. Defendant has entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to Aggrieved Employees,

which are defined as all non-exempt employees who have worked, or continue to work, for Defendant in California at any time between May 31, 2023, to June 9, 2025. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of Seven Hundred Thousand Dollars and Zero Cents (\$700,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney’s fees not to exceed 35% of the Gross Settlement Amount, attorney’s costs not to exceed \$12,500, Settlement Administrator Costs not to exceed \$15,000, an Enhancement Payment to the Class Representative’s not to exceed \$10,000.00, and \$40,000.00 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members during the Class Period. Of the \$40,000.00 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency (“LWDA”) and 25% of the PAGA Payment will be divided among Aggrieved Employees. The Gross Settlement Amount will be paid in four installments which are expected to be completed by July 31, 2026. Participating Class Member’s shares of the Net Settlement Amount will occur over two disbursements during the installment payment plan. The first disbursement is expected to occur in December 2025 and will be based on each Participating Class Member’s proportional share of the Net Settlement Amount funded as of that December 2025 disbursement. The second disbursement is expected to occur in August 2026 after the Gross Settlement Amount has been fully funded. Payment to Aggrieved Employees and the LWDA will come solely from the second disbursement. Any remaining amounts owed after the first disbursement for Class Counsels’ attorney’s fees and costs, the Enhancement Payment, Settlement Administrator Costs, and payment to Participating Class Members will also be paid from the second disbursement.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as May 31, 2023, to June 9, 2025. Defendant’s records indicate that you worked «PAGA_Qualifying_Workweeks» weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be \$«Est_Individual_PAGA_Payment». This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement

or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than **November 3, 2025**. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released any and all class claims that are alleged in the Complaint, and any additional wage and hour claims that could have been brought based on the facts alleged in the Complaint, through the Class Period. This release excludes the release of claims not permitted by law. This release will cover all Class Members who do not opt out.

Aggrieved Employees will be deemed to have released any and all claims for civil penalties that were brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff's notice letter to the LWDA and any additional wage and hour PAGA claims that could have been brought based on the facts alleged in Plaintiff's notice letter to the LWDA during the PAGA Claim Period. Aggrieved Employees cannot opt out of this waiver of claims.

The individuals released ("Released Parties") include Defendant, as well as Defendant's officers, shareholders, directors, agents, employees, attorneys, and insurers.

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by **November 3, 2025**. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Barreras v. Jessee Heating & Air Conditioning*, Case No. CV2024-2137); (d) be signed; and (e) be post-marked no later than **November 3, 2025**. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: (888) 250-6810
Fax: (888) 845-6185
Email: claims@ilymgroup.com

If you submit a request to opt out which is not postmarked by **November 3, 2025**, your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Barreras v. Jessee Heating & Air Conditioning*, CV2024-2137); (e) be signed; and (f) be post-marked no later than **November 3, 2025**. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of entry of judgment will be filed with the Court and available online at <https://portal-cayolo.tylertech.cloud/Portal/>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 14, 1000 Main St, Woodland, California 95695 on **November 20, 2025 at 9:00 a.m.** to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://portal-cayolo.tylertech.cloud/Portal/>. You can also contact Class Counsel or Defendant's Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Austin Sork
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiff

David R. Griffith
Steven J. Chamberlin
Griffith & Horn, LLP
1530 Humboldt Road, Suite 3
Chico, CA 95928
530-812-1000
On behalf of Defendant

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL (888) 250-6810.

BY ORDER OF THE COURT

TRIBUNAL SUPERIOR DE CALIFORNIA
POR EL CONDADO DE YOLO

RAYMOND BARRERAS, individualmente y en nombre
de todos los demás empleados en situación similar,

Demandante,

vs.

JESSEE HEATING & AIR CONDITIONING, una
compañía de California; y todas las demás del 1 al 100,
inclusive,

Demandado.

Case no. CV2024-2137

AVISO DE PROPUESTA DE DEMANDA COLECTIVA
Y ACUERDO PAGA, Y FECHA DE AUDIENCIA
PARA LA APROBACIÓN FINAL DEL ACUERDO
POR PARTE DEL TRIBUNAL

ATENCIÓN: Todos los empleados no exentos que trabajaron o continúan trabajando para el Demandado en California, en cualquier momento entre el 21 de agosto de 2020 y el 9 de junio de 2025 (los "Miembros de la Demanda").

LEA ESTE AVISO DETENIDAMENTE. ESTE AVISO SE RELACIONA CON UNA PROPUESTA DE ACUERDO EN UNA DEMANDA COLECTIVA Y EL POSIBLE DESEMBOLSO DE LOS FONDOS DEL ACUERDO. SI ES MIEMBRO DE LA DEMANDA COLECTIVA, ÉSTE CONTIENE INFORMACIÓN IMPORTANTE SOBRE SU DERECHO A PARTICIPAR O NO EN EL ACUERDO, SEGÚN LOS PROCEDIMIENTOS QUE SE DESCRIBEN A CONTINUACIÓN.

Usted está recibiendo este aviso de conformidad con una orden del Tribunal Superior del Condado de Yolo ("Tribunal") que concede la moción del Demandante para la aprobación preliminar de una Estipulación Conjunta Respecto a la Demanda Colectiva y el Acuerdo y Liberación de PAGA ("Acuerdo" o "Negociación"), así como aprobar que sea justo, razonable y adecuado. El Acuerdo se celebró entre el Demandante Raymond Barreras ("Demandante" o "Representante de la Demanda") y el Demandado Jesse Heating & Air Conditioning ("Demandado") en nombre de los Miembros de la Demanda según se define anteriormente. Los términos del Acuerdo se describen en este documento. Usted está recibiendo este aviso porque los registros del Demandado indican que se encuentra dentro de la definición de "Miembro de la Demanda". Los registros del Demandado también indican que trabajó «Class Qualifying Workweeks» semanas durante el Período de la Demanda aplicable (según se define a continuación), lo que significa que su parte total de los ingresos del acuerdo se estima en \$«Est Individual Settlement Payment». Su parte real de los ingresos del acuerdo variará dependiendo del número total de Miembros de la Demanda que elijan participar y la resolución de cualquier disputa sobre las semanas de trabajo como se describe en este aviso.

Los términos del Acuerdo y una descripción del caso se identifican en este aviso. De conformidad con la orden del Tribunal, SE LE NOTIFICA LO SIGUIENTE:

II. ANTECEDENTES DEL CASO

El 21 de agosto de 2024, el Demandante presentó una Demanda contra el Demandado ante el Tribunal Superior del Condado de Yolo, California, en su nombre y en el de los miembros de la Demanda. El término "Acción" se refiere a esta supuesta demanda colectiva pendiente en el Tribunal Superior del Condado de Yolo, caso no. CV2024-2137. El Período de la Demanda Colectiva abarca del 21 de agosto de 2020 al 9 de junio de 2025 (el "Período de Demanda Colectiva").

En la Acción, el Demandante buscó obtener salarios no pagados, intereses, sanciones legales, sanciones civiles, honorarios y costos en nombre propio, de los Miembros de la Demanda y de los Empleados Agraviados. El Demandante alegó que el Demandado violó la ley de California al 1) no pagar los salarios de horas extras, 2) no pagar los salarios mínimos, 3) no proporcionar períodos de alimentación o pagar primas por períodos de alimentación en su lugar, 4) no proporcionar períodos de descanso o pagar primas por períodos de descanso en su lugar, 5) no proporcionar declaraciones de salario precisas, 6) no pagar los salarios finales, 7) no reembolsar los gastos, 8) no mantener registros precisos y 9) no pagar el pago por horas reportadas. El Demandante también alegó que estas violaciones constituyeron competencia desleal y causaron responsabilidad derivada bajo la Ley General de Fiscales Privados ("PAGA"). La Acción ha sido litigada activamente. Ha habido investigaciones en curso y ha habido un intercambio de amplia documentación e información.

Además, las Partes participaron en una mediación de un día completo, facilitada por un tercero neutral. Con base en las negociaciones y todos los hechos y circunstancias conocidos, incluyendo los diversos riesgos e incertidumbres relacionados con las acciones legales, las Partes llegaron a un acuerdo colectivo. Al llegar a un acuerdo, las partes evitarán los riesgos asociados a un largo proceso de litigio. A pesar de aceptar y apoyar el Acuerdo, el Demandado continúa negando todos los alegatos y reclamaciones. El Demandado ha celebrado este Acuerdo para resolver de forma definitiva y final esta demanda, según los términos establecidos en el Acuerdo, a fin de evitar la carga y los gastos asociados al litigio en curso.

El Acuerdo se aplica a todos los Miembros de la Demanda, según se define anteriormente. El Acuerdo también se aplica a los Empleados Agraviados, que se definen como todos los empleados no exentos que han trabajado o continúan trabajando para el Demandado en California en cualquier momento entre el 31 de mayo de 2023 y 9 de junio de 2025. Si usted es Miembro de la Demanda, tiene la oportunidad de participar en el Acuerdo o de excluirse ("optar por no participar") del mismo. Este aviso tiene como objetivo informar a los Miembros de la Demanda sobre cómo pueden participar en el Acuerdo o ser excluidos de éste. Como se establece a continuación, los Empleados Agraviados no pueden optar por excluirse de este Acuerdo en lo que respecta al Pago de PAGA o a las Reclamaciones PAGA Exoneradas, independientemente de si optan o no ser Miembros de la Demanda. Los Empleados Agraviados recibirán su parte del Pago de PAGA independientemente de si optan por excluirse Miembros de la Demanda.

II. RESUMEN DEL ACUERDO PROPUESTO

A. El monto del Acuerdo

Según los términos del Acuerdo, el Demandado ha acordado pagar una suma total de setecientos mil dólares con cero centavos (\$700.000) ("Monto Bruto del Acuerdo"). De este Monto Bruto del Acuerdo se deducirán las sumas aprobadas por el Tribunal para honorarios de abogados que no excedan el 35% del Monto Bruto del Acuerdo, costas de abogados que no excedan los \$12,500; costos del Administrador del Acuerdo que no excedan los \$15.000; un Pago por Servicios para el Representante de la Demanda que no exceda los \$10.000,00 y \$40.000,00 por presuntas sanciones de PAGA (el "Pago PAGA"), lo que resultará en el "Monto Neto del Acuerdo" para distribuir entre todos los Miembros de la Demanda. Cualquier impuesto adicional del empleador atribuible a pagos asignados como salarios será pagado por el Demandado, además del Monto Bruto del Acuerdo. Como se explica más adelante, la parte que le corresponde a cada Miembro de la Demanda del Monto Neto del Acuerdo dependerá del número de semanas trabajadas por los Miembros Participantes de la Demanda durante el Período de la Demanda. De los \$40.000,00 asignados para resolver las reclamaciones de PAGA, el 75% del Pago de PAGA se abonará a la Agencia de Desarrollo Laboral y de la Fuerza Laboral del Estado de California ("LWDA") y el 25% se dividirá entre los Empleados Agraviados. El Monto Bruto del Acuerdo se pagará en cuatro plazos, que se espera que se completen antes del 31 de julio de 2026. El pago de la parte que le corresponde a cada Miembro Participante de la Demanda del Monto Neto del Acuerdo se realizará en dos desembolsos durante el plan de pago a plazos. Se espera que el primer desembolso se realice en diciembre de 2025 y se basará en la parte proporcional que le corresponde a cada Miembro Participante de la Demanda del Monto Neto del Acuerdo financiado a partir de ese desembolso de diciembre de 2025. Se espera que el segundo desembolso se realice en agosto de 2026, una vez que se haya cubierto la totalidad del Monto Bruto del Acuerdo. El pago a los Empleados Agraviados y a la LWDA se realizará únicamente con cargo al segundo desembolso. Cualquier monto restante adeudado después del primer desembolso por honorarios y costas de los Abogados de la Demanda, el Pago por Servicios, los Costos del Administrador del Acuerdo y el pago a los Miembros Participantes de la Demanda también se pagará con cargo al segundo desembolso.

El número de semanas que trabajó durante el Período de la Demanda Colectiva y su parte total estimada del Monto Neto del Acuerdo y del Pago de PAGA («Monto Individual del Acuerdo») se indica en la primera página de este aviso. El monto real recibido puede ser mayor o menor que el monto indicado, dependiendo del número real de semanas trabajadas por los Miembros Participantes de la Demanda Colectiva (es decir, aquellos que no se excluyan del Acuerdo), la resolución de cualquier disputa sobre las semanas de trabajo y las distribuciones finalmente aprobadas y asignadas por el Tribunal. Sin embargo, la exclusión voluntaria de los Miembros de la Demanda Colectiva no afectará las asignaciones de los Empleados Agraviados para la reclamación PAGA.

A. Montos Individuales del Acuerdo y Distribución entre los Miembros de la Demanda y los Empleados Agraviados

El Demandado pagará los Montos Individuales del Acuerdo a través del Administrador del Acuerdo, como se describe a continuación, a cada Miembro Participante de la Demanda y a los Empleados Agraviados. Todos los Montos Individuales del Acuerdo estarán sujetos a la tributación correspondiente. Las Partes han acordado, con base en los alegatos de la Demanda, que el monto pagadero a los Miembros elegibles de la Demanda del Monto Neto del Acuerdo se asignará y pagará en dos tercios por intereses en disputa, sanciones legales y otros daños no salariales, para los cuales se emitirán los Formularios 1099-MISC y 1099-INT del IRS, y en un tercio por salarios en disputa, para los cuales se emitirán los Formularios W-2 del IRS. El Pago de PAGA a los Empleados Agraviados se

pagará en un 100% como sanciones civiles.

El pago a los Miembros Participantes de la Demanda y a los Empleados Agraviados no requerirá la presentación de un formulario de reclamación. La parte de cada Miembro Participante de la Demanda se determinará dividiendo el total de semanas trabajadas durante el Período de la Demanda entre el total de semanas trabajadas por todos los Miembros Participantes de la Demanda durante dicho Período. Esta fracción se multiplicará por el Monto Neto del Acuerdo para obtener la parte individual del Monto Neto del Acuerdo que le corresponde al Miembro de la Demanda. La parte del 25% del Pago PAGA que le corresponde a cada Empleado Agraviado se determinará dividiendo el total de semanas trabajadas durante el Período de la Reclamación PAGA entre el total de semanas trabajadas por todos los Empleados Agraviados durante dicho Período. Esta fracción se multiplicará por el 25% del Pago PAGA para obtener la parte individual del Empleado Agraviado. El Período de Reclamación PAGA se define del 31 de mayo de 2023 al 9 de junio de 2025. Los registros del Demandado indican que usted trabajó «PAGA_Qualifying_Workweeks» semanas durante el Período de Reclamación de PAGA aplicable, lo que significa que su parte del Pago PAGA se estima en \$«Est_Individual_PAGA_Payment». Este monto está incluido en su Monto estimado Individual del Acuerdo que se indica en la primera página de este aviso, no se suma a él. Recibirá su parte del Pago de PAGA incluso si decide no ser Miembro de la Demanda. La recepción de los Montos Individuales del Acuerdo no dará derecho a ningún Miembro de la Demanda ni a ningún Empleado Agraviado a compensación o beneficios adicionales en virtud de ningún plan o acuerdo de compensación, jubilación o beneficios vigente durante el período cubierto por el Acuerdo.

C. Cálculos basados en los registros del Demandado y resolución de disputas por semanas de trabajo

Para cada Miembro de la Demanda, el Administrador del Acuerdo calculará el monto a pagar a partir de los registros del Demandado. Los registros del Demandado se presumirán correctos a menos que usted proporcione evidencia de lo contrario al Administrador del Acuerdo. El Administrador del Acuerdo revisará los registros del Demandado y cualquier evidencia adicional en caso de una disputa sobre el número de semanas de trabajo laboradas por un Miembro de la Demanda individualmente. Si un Miembro de la Demanda impugna la exactitud de los registros del Demandado, deberá presentar todos los documentos de respaldo que evidencien semanas de trabajo adicionales. La disputa debe (a) identificar la naturaleza de la disputa; (b) proporcionar cualquier información o documentación que la respalde; (c) estar firmada; y (d) tener matasellos no posterior al **3 de noviembre de 2025**. La disputa será resuelta por el Administrador del Acuerdo con base en los registros y la evidencia proporcionada.

D. Exoneración de reclamaciones

Para aquellos Miembros de la Demanda que no opten por excluirse y los Empleados Agraviados, el Acuerdo contiene las siguientes exenciones

Se considerará que los Miembros de la Demanda que no se excluyan han renunciado a todas las reclamaciones del grupo alegadas en la Demanda, así como a cualquier reclamación adicional por salarios y horas que pudiera haberse presentado con base en los hechos alegados en la Demanda, durante el Período de la Demanda. Esta exención excluye la exención de reclamaciones no permitidas por la ley. Esta exención cubrirá a todos los Miembros de la Demanda que no se excluyan.

Se considerará que los Empleados Agraviados han renunciado a todas las reclamaciones por sanciones civiles presentadas en virtud de la Ley General de Finales Privados, Código Laboral, artículos 2698 y siguientes, contenidas en la carta de notificación del Demandante a la LWDA, así como a cualquier reclamación adicional de salarios y horas PAGA que pudiera haberse presentado con base en los hechos alegados en la carta de notificación del Demandante a la LWDA durante el período de reclamación PAGA. Los Empleados Agraviados no pueden renunciar a esta renuncia a las reclamaciones.

Las personas exoneradas (“Partes Exoneradas”) incluyen al Demandado, así como a los funcionarios, accionistas, directores, agentes, empleados, abogados y aseguradores del Demandado.

Los Miembros de la Demanda y/o los Empleados Agraviados pueden hablar con uno de los abogados designados como Abogados de la Demanda (enumerados a continuación) de forma gratuita o hablar con su propio abogado si tienen preguntas sobre los reclamos exonerados y lo que significan.

III. ¿CUÁLES SON SUS DERECHOS COMO MIEMBRO DE LA DEMANDA?

A. Participar en el Acuerdo como Miembro de la Demanda

Si desea ser Miembro Participante de la Demanda y considera que la información sobre sus semanas de trabajo es correcta, **no**

necesita realizar ninguna acción adicional. El pago se le realizará automáticamente de acuerdo con los términos del Acuerdo y la Orden Judicial. Si desea impugnar el cálculo de la semana de trabajo, puede seguir los procedimientos descritos en la Sección II.C anterior. La ley de California protege a los Miembros de la Demanda contra represalias por su decisión de participar en el Acuerdo.

B. ¿Cómo excluirse como Miembro de la Demanda Colectiva?

El Tribunal le excluirá de la Demanda Colectiva si lo solicita antes del **3 de noviembre de 2025**. Si no desea estar sujeto/a al Acuerdo como Miembro de la Demanda, puede solicitar su exclusión (es decir, "excluirse") presentando una solicitud por escrito oportuna al Administrador del Acuerdo. La solicitud de exclusión debe (a) indicar su nombre completo y fecha de nacimiento; (b) una declaración de que no desea ser Miembro de la Demanda, que no desea participar en el Acuerdo y/o desea ser excluido/a de este Acuerdo; (c) identificar el nombre y el número del caso (p. ej., *Barreras v. Jessee Heating & Air Conditioning*, Caso no. CV2024-2137); (d) estar firmada; y (e) tener matasellos no posterior al **3 de noviembre de 2025**. La solicitud de exclusión debe enviarse por correo postal de primera clase de EE. UU., o equivalente, a:

ILYM Group, Inc.
Apartado postal 2031 | Tustin, CA 92781
Teléfono: (888) 250-6810
Fax: (888) 845-6185
Correo electrónico: claims@ilymgroup.com

Si presenta una solicitud de exclusión sin matasellos antes del **3 de noviembre de 2025**, será rechazada y quedará sujeto/a a la exención y a todos los demás términos del Acuerdo. No utilice una máquina de franqueo, ya que esto podría impedir que aparezca el matasello en el sobre que contiene su solicitud de exclusión. Cualquier Miembro de la Demanda que presente una solicitud de exclusión completa y oportuna dejará de ser Miembro de la Demanda al recibirla el Administrador del Acuerdo y no recibirá su parte del Monto Neto del Acuerdo. Los Empleados Agraviados no podrán excluirse de este Acuerdo y recibirán su parte del Pago de PAGA, independientemente de si deciden no ser Miembros de la Demanda o no.

C. Objetar el Acuerdo

Si no se excluye del Acuerdo, puede objetar los términos del mismo. Sin embargo, si el Tribunal rechaza su objeción, seguirá estando sujeto/a a los términos del Acuerdo. Puede solicitar al Tribunal que deniegue la aprobación presentando una objeción. No puede solicitar al Tribunal que ordene un acuerdo mayor; el Tribunal solo puede aprobar o denegar el acuerdo. Si el Tribunal deniega la aprobación, no se realizarán los pagos del Acuerdo y la Demanda continuará. Puede presentar una objeción por escrito, que debe (a) indicar su nombre completo y fecha de nacimiento; (b) proporcionar evidencia de que, de hecho, usted es un Miembro de la Demanda; (c) indicar los motivos de la(s) objeción(es), incluyendo la documentación de respaldo; (d) identificar el nombre y el número del caso (es decir, *Barreras v. Jessee Heating & Air Conditioning*, CV2024-2137); (e) estar firmada; y (f) tener matasellos no posterior al **3 de noviembre de 2025**. Las objeciones por escrito deben enviarse al Administrador del Acuerdo a la dirección identificada en la Sección III.B.

Además, o como alternativa a enviar una objeción por escrito al Administrador del Acuerdo, puede comparecer en la Audiencia de Aprobación Final para expresar su objeción. Cualquier Miembro de la Demanda que no solicite la exclusión puede, si así lo desea, comparecer a través de un abogado. Si comparece a través de su propio abogado, usted será responsable de pagarle.

IV. EFFECTO DE ACUERDO: DERECHOS Y RECLAMACIONES EXONERADAS

Si el Tribunal otorga la aprobación final del Acuerdo, dictará sentencia conforme a ella. Se presentará ante el Tribunal una notificación de la entrada de sentencia, disponible en línea en <https://portal-cayolo.tylertech.cloud/Portal/>. La sentencia, sea favorable o no, vinculará a todos los Miembros de la Demanda que no soliciten la exclusión. Tras la aprobación final, todos los Miembros de la Demanda que no se excluyan del Acuerdo y los Empleados Agraviados exonerarán al Demandado y a las Partes Exoneradas de las Reclamaciones Colectivas Exoneradas y de las Reclamaciones PAGA Exoneradas descritas anteriormente. En otras palabras, si usted fue empleado como Miembro de la Demanda por el Demandado en California durante el Período de la Demanda y no se excluye del Acuerdo, se considerará que ha aceptado estas exoneraciones y que ha renunciado a las reclamaciones descritas anteriormente. Además, se le prohibirá demandar al Demandado y a las Partes Exoneradas con respecto a las reclamaciones cubiertas por este Acuerdo. Si el Acuerdo no es aprobado por el Tribunal o no se vuelve definitivo por alguna otra razón, el litigio continuará.

V. AUDIENCIA FINAL DE APROBACIÓN DEL ACUERDO

El Tribunal celebrará una audiencia en el Departamento 14, 1000 Main St, Woodland, California 95695, el **20 de noviembre de 2025** a las **9:00 a. m.** para determinar si el Acuerdo debe aprobarse definitivamente como justo, razonable y adecuado. También se solicitará al Tribunal que apruebe la solicitud de los Abogados de La Demanda en cuanto a sus honorarios profesionales y costas legales, las costas del Administrador del Acuerdo y el Pago por Servicios del Representante de la Demanda. La audiencia podrá aplazarse sin previo aviso. No es necesario que comparezca en esta audiencia.

VI. INFORMACIÓN ADICIONAL

Puede acceder a la Demanda, a la solicitud de aprobación preliminar de los Abogados de la Demanda, al Acuerdo y a cualquier otro documento requerido por el Tribunal en <https://portal-cayolo.tylertech.cloud/Portal/>. También puede contactar a los Abogados de la Demanda o a los Abogados del Demandado con la siguiente información de contacto.

Galen T. Shimoda
Justin P. Rodríguez
Renald Konini
Austin Sork
Shimoda & Rodríguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Teléfono: (916) 525-0716
En representación del Demandante

David R. Griffith
Steven J. Chamberlin
Griffith & Horn, LLP
1530 Humboldt Road, Suite 3
Chico, CA 95928
530-812-1000
En representación del Demandado

NO LLAME AL TRIBUNAL, NI AL/LA SECRETARIO/A DEL TRIBUNAL PARA PREGUNTAR SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIÓN. SI TIENE ALGUNA PREGUNTA, LLAME AL (888) 250-6810.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL (888) 250-6810.

POR ORDEN DEL TRIBUNAL

Raymond Barreras v. Jesse Heating & Air Conditioning

c/o ILYM Group, Inc.

P.O. Box 2031

Tustin, CA 92781

«ILYM_ID

QR

Code»

ILYM ID: «ilym_id» «PC»

«first_name» «last_name»

«Address_1»

«City», «state» «Zip_Code»

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Austin D. Sork (Cal. State Bar No. 360918)
3 **Shimoda & Rodriguez Law, PC**
9401 East Stockton Boulevard, Suite 120
4 Elk Grove, CA 95624
Telephone: (916) 525-0716
5 Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
6 jrodriguez@shimodalaw.com
rkonini@shimodalaw.com
7 asork@shimodalaw.com

8 Attorneys for Plaintiff RAYMOND BARRERAS
individually and on behalf of similarly situated employees
9

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF YOLO**
12

13 RAYMOND BARRERAS, individually and
on behalf of all other similarly situated
14 employees,

15 Plaintiff,

16 vs.

17 JESSEE HEATING & AIR CONDITIONING,
18 a California Corporation; and DOES 1 to 100,
inclusive,

19 Defendants.
20

Case No. CV2024-2137

Assigned for All Purposes To:
Hon. Samuel T. McAdam
Department 14

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN SUPPORT
OF PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: November 20, 2025
Time: 9:00 a.m.
Dept.: 14
Judge: Hon. Samuel T. McAdam

Filed: August 21, 2024
Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	Plaintiff's Itemized Costs
E	Proof of Submission to LWDA
F	Summary of Plaintiff's Counsel's Hours

Dated: October 28, 2025

Shimoda & Rodriguez Law, PC

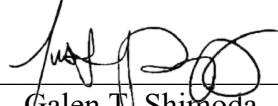
By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Austin D. Sork
 Attorneys for Plaintiff

Exhibit A

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Austin Sork (Cal. State Bar No. 360918)
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
rkonini@shimodalaw.com
asork@shimodalaw.com

Attorneys for Plaintiff RAYMOND BARRERAS
individually and on behalf of similarly situated employees

David R. Griffith (SBN - 170172)
Steven J. Chamberlin (SBN - 350239)
GRIFFITH & HORN, LLP
1530 Humboldt Road, Suite 3
Chico, CA 95928
530-812-1000
david@davidgriffithlaw.com
steven@griffithandhorn.com

Attorneys for JESSEE HEATING & AIR CONDITIONING

SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YOLO

RAYMOND BARRERAS, individually and on
behalf of all other similarly situated employees,

Plaintiff,

vs.

JESSEE HEATING & AIR CONDITIONING,
a California Corporation; and DOES 1 to 100,
inclusive,

Defendant.

Case No.: CV2024-2137

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: August 21, 2024
Trial Date: None Set

1 This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and
2 entered into between the Plaintiff Raymond Barreras (“Plaintiff”), on behalf of himself, the Labor and
3 Workforce Development Agency, Class Members, and Aggrieved Employees, and Defendant Jessee
4 Heating & Air Conditioning, (“Defendant”). This Agreement is subject to the terms and conditions set
5 forth below and the approval of the Court.

6 **1. DEFINITIONS**

7 The following terms, when used in this Agreement, have the following meanings:

8 1.1 “Action” means the above stated lawsuit, *Barreras v. Jessee Heating & Air Conditioning*,
9 Yolo County Superior Court, Case No. CV2024-2137, filed August 21, 2024.

10 1.2 “Aggrieved Employee(s)” means all non-exempt employees who have worked, or continue
11 to work, for Defendant in California at any time between May 31, 2023, up to either (1) the Preliminary
12 Approval Date, or (2) June 9, 2025, whichever is earlier.

13 1.3 “Agreement” or “Settlement” or “Settlement Agreement” means this Joint Stipulation
14 Regarding Class Action and PAGA Settlement and Release.

15 1.4 “Class Counsel” means Galen T. Shimoda, Justin P. Rodriguez, Renald Konini, and Austin
16 Sork of Shimoda & Rodriguez Law, PC.

17 1.5 “Class Member(s)” means all non-exempt employees who worked or continue to work for
18 Defendant in California at any time between August 21, 2020, up to either (1) the Preliminary Approval
19 Date, or (2) June 9, 2025, whichever is earlier.

20 1.6 “Class Period” means August 21, 2020, up to either (1) the Preliminary Approval Date, or
21 (2) June 9, 2025, whichever is earlier.

22 1.7 “Class Representative” means Plaintiff Raymond Barreras.

23 1.8 “Class Representative’s Released Claims” means all claims arising from, could have been
24 asserted, or related in any way to the Class Representative’s employment with Defendant, under federal,
25 state, or local laws, and/or ordinances, or tort or contract theories, whether known or unknown, and whether
26 anticipated or unanticipated, including without limitation statutory, constitutional, contractual or common
27 law claims for lost wages, unpaid wages, emotional distress, punitive damages, special damages, damages,
28 unpaid costs, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, restitution, equitable

1 relief or other similar relief or claims. The Class Representative's Released Claims exclude claims for
2 workers' compensation, unemployment insurance benefits, or other claims that cannot be released as a
3 matter of law.

4 1.9 "Complaint" means the operative Complaint on file in the Action with the Court.

5 1.10 "Court" means the Yolo County Superior Court.

6 1.11 "Defendant" means Jessee Heating & Air Conditioning.

7 1.12 "Defendant's Counsel" means Griffith & Horn, LLP.

8 1.13 "Enhancement Payment" means the amount approved by the Court to be paid to the Class
9 Representative in recognition of the time and effort expended on behalf of Class Members for the benefit
10 of Class Members, which is in addition to any Individual Settlement Amount paid to the Class
11 Representative as a Participating Class Member.

12 1.14 "Effective Date" means twenty-one (21) calendar days after the Final Approval Date unless
13 there is a timely objection lodged that has not later been withdrawn, in which case the Effective Date will
14 be either (a) the 60th calendar day after a signed order approving this settlement has been filed provided
15 no appellate proceeding has been filed; or (b) seventh (7th) calendar day after any appellate proceeding
16 opposing the settlement has been finally dismissed with no material change to the terms of this settlement
17 and there is no right to pursue further remedies or relief, whichever is later.

18 1.15 "Final Approval Date" means the date a signed order granting final approval of this
19 Agreement is filed with the Court.

20 1.16 "Gross Settlement Amount" is the sum of Seven Hundred Thousand Dollars and Zero Cents
21 (\$700,000.00).

22 1.17 "Individual Settlement Amount" means an individual Class Member's and Aggrieved
23 Employee's allocation of the Net Settlement Amount and PAGA Payment respectively, as defined in
24 Sections 1.19, 1.23, 5.5, and 5.8.

25 1.18 "LWDA" means the California Labor and Workforce Development Agency.

26 1.19 "Net Settlement Amount" is the portion of the Gross Settlement Amount available for
27 distribution to Class Members, as described in this Agreement, after deduction of Class Counsel's
28

attorneys' fees and litigation costs, Settlement Administrator Costs, the PAGA Payment, and Enhancement Payment to the Class Representative.

1.20 "Notice of Settlement" means the document substantially in the form attached hereto as Exhibit 1.

1.21 "Notice Period" means forty-five (45) calendar days from the initial mailing of the Notice of Settlement to Class Members and Aggrieved Employees.

1.22 "PAGA" means Private Attorneys General Act.

1.23 "PAGA Payment" means the amount allocated from the Gross Settlement Amount towards resolving claims under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

1.24 "PAGA Claim Period" means May 31, 2023, up to either (1) the Preliminary Approval Date or (2) June 9, 2025, whichever is earlier.

1.25 "Parties" mean Defendant and Plaintiff.

1.26 "Participating Class Member" means any and all Class Members who have not made any timely request to opt-out of the Agreement.

1.27 "Preliminary Approval Date" means the date a signed order granting preliminary approval of this Agreement is filed with the Court.

1.28 "QSF" means a Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Participating Class Members and/or Aggrieved Employees and from which the payments under this Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement shall remain the property of Defendant until the payments required under the Agreement are made.

1.29 "Qualifying Workweeks" are weeks worked by Class Members and/or Aggrieved Employees during the Class Period and/or PAGA Claim Period, respectively, in California. For Class Members, workweeks shall be defined as the total length of service (in days) in California during the Class Period divided by seven. For Aggrieved Employees workweeks shall be defined as the total length of service (in days) in California during the PAGA Claim Period divided by seven. The calculation of a Class Member's and/or Aggrieved Employee's workweeks and a determination as to whether a Class Member and/or Aggrieved Employee was actively employed in California in a particular workweek shall be construed from Defendant's records.

1 1.30 “Released Class Claims” means any and all class claims that are alleged in the Complaint,
2 and any additional wage and hour claims that could have been brought based on the facts alleged in the
3 Complaint, through the Class Period. This release excludes the release of claims not permitted by law.
4 This release will cover all Class Members who do not opt out.

5 1.31 “Released PAGA Claims” means any and all claims for civil penalties that were brought
6 under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, contained in Plaintiff’s notice letter
7 to the LWDA and any additional wage and hour PAGA claims that could have been brought based on the
8 facts alleged in Plaintiff’s notice letter to the LWDA during the PAGA Claim Period. Aggrieved
9 Employees cannot opt out of this waiver of claims.

10 1.32 “Released Parties” means Defendant, as well as Defendant’s officers, shareholders,
11 directors, agents, employees, attorneys, and insurers.

12 1.33 “Settlement Administrator” means and refers to ILYM Group, Inc., the third-party entity
13 that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party administrator
14 agreed to by the Parties and approved by the Court for the purposes of administering this Agreement. The
15 Parties each represent that they do not have any financial interest in the Settlement Administrator.

16 1.34 “Settlement Administrator Costs” means the fees and expenses reasonably incurred by the
17 Settlement Administrator as a result of the procedures and processes expressly required by this Agreement,
18 and shall include all costs of administering the Agreement, including, but not limited to, all tax document
19 preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees
20 associated with preparing, issuing and mailing any and all notices and other correspondence to Class
21 Members and/or Aggrieved Employees; all costs and fees associated with communicating with Class
22 Members and/or Aggrieved Employees, Class Counsel, and Defendant’s Counsel; all costs and fees
23 associated with computing, processing, reviewing, and paying the Individual Settlement Amounts, and
24 resolving disputes; all costs and fees associated with calculating tax withholdings and payroll taxes, if any,
25 making related payment to federal and state tax authorities, if any, and issuing tax forms relating to
26 payments made under the Agreement; all costs and fees associated with preparing any tax returns and any
27 other filings required by any governmental taxing authority or agency; all costs and fees associated with
28 preparing any other notices, reports, or filings to be prepared in the course of administering Individual

Settlement Amounts; and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

2. DESCRIPTION OF THE LITIGATION

2.1 On or about May 31, 2024, Plaintiff sent notice to the LWDA to exhaust administrative remedies under the PAGA for (1) Failure to Pay Minimum Wages, (2) Failure to Pay Overtime Wages, (3) Failure to Pay Contract Wages and Unlawful Deductions, (4) Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof, (5) Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof, (6) Failure to Provide Accurate Wage statements, (7) Failure to Pay Final Wages, (8) Failure to Pay Reimbursement for Expenses, (9) Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order), (10) Failure To Maintain Accurate Records, and (11) Failure to Pay Reporting Time Pay. The LWDA did not respond to the notice within the statutorily required time frame and, as such, Plaintiff became authorized to act as a Private Attorney General on all alleged PAGA claims.

2.2 After exhausting administrative remedies, Plaintiff filed a class action Complaint on August 21, 2024, in Yolo County Superior Court on behalf of himself, Class Members and Aggrieved Employees alleging claims for (1) Failure to Pay Overtime Wages, (2) Failure to Pay Minimum Wages, (3) Meal Period Violations, (4) Rest Period Violations, (5) Wage Statement Violations, (6) Waiting Time Penalties, (7) Failure to Reimburse Expenses, (8) Unfair Competition, and (9) a PAGA claim based on the claims alleged in the May 31, 2024, notice to the LWDA.

2.3 Through extensive formal discovery, Defendant and Defendant's Counsel provided Class Counsel with copies of all applicable versions of its policies and procedures, employee handbooks, information on Class Members including, but not limited to, Class Members' workweeks, dates of employment, total number of Class Members, their rates of pay, and pay periods as well as timecard data and payroll reports for all Class Members.

2.4 After Class Counsel received the data, the Parties participated in a lengthy mediation with private mediator Russ Wunderli, Esq., on February 26, 2025. At the conclusion of the mediation, the Parties were able to come to a resolution. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at arm's length.

1 2.5 Discussions between Plaintiff and Class Counsel, between counsel for the Parties, document
2 productions, extensive legal analysis, the provision of information by Defendant to Plaintiff and the
3 detailed analysis of the records have permitted each side to assess the relative merits of the claims and the
4 defenses to those claims.

5 2.6 In the Action, Plaintiff contends that Defendant violated California law by 1) requiring
6 employees to work off-the-clock before their shift, after their shift, and during times they were clocked out
7 for meal periods and unilaterally deducted hours worked from employees' timecards based on inaccurate
8 GPS records, resulting in unpaid minimum wages and overtime, 2) engaging in unlawful rounding of
9 employees' hours worked, 3) failing to properly calculate the regular rate of pay for premium wage
10 payments, including overtime, sick leave, reporting time pay, and meal and rest period premiums, 4) not
11 authorizing and permitting employees to take all meal and rest periods owed to them, 5) failing to reimburse
12 employees for the use of their personal vehicles, cell phones, and home internet, and 6) issuing inaccurate
13 and incomplete wage statements. Plaintiff also alleges that these policies and practices resulted in waiting
14 time penalties, unfair competition, and derivative PAGA penalties. Defendant has denied each of
15 Plaintiff's claims and Defendant has denied that this Action is appropriate for class certification for
16 anything other than settlement purposes. The agreed upon Gross Settlement Amount was reached after
17 evaluating the Parties' theories of potential exposure for the underlying claims and the class data supporting
18 these claims. The Parties, with the assistance of the mediator, also assessed appropriate discounts to the
19 potential liability based on Defendant's factual and legal contentions and defenses.

20 2.7 The Parties agree that the above-described investigation and evaluation, as well as discovery
21 and the information exchanged to date, are more than sufficient to assess the merits of the respective
22 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class Counsel,
23 Defendant, and Defendant's Counsel have concluded that it is desirable that the Action be settled in a
24 manner and upon such terms and conditions set forth herein in order to avoid further expense,
25 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
26 Parties potentially face in the Action. Therefore, the Parties desire to resolve the claims in the Action.
27 Plaintiff, Class Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement, for
28

1 the consideration and terms set forth herein, is fair, reasonable, and adequate in light of all known facts and
2 circumstances.

3 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

4 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
5 settling the Action. This Agreement and the settlement it evidences are made in compromise of disputed
6 claims. Because the Action was pled as a class action, this Agreement must receive preliminary and final
7 approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a
8 conditional basis. If the Effective Date does not occur, or if the Court's approval of the settlement is
9 reversed or materially modified on appellate review, this Agreement shall be deemed null and void; it shall
10 be of no force or effect whatsoever; it shall not be referred to or utilized for any purpose whatsoever; and
11 the negotiation, terms and entry of the Agreement shall remain subject to the provisions of California
12 Evidence Code Sections 1119 and 1152, Federal Rule of Evidence 408, and any other analogous rules of
13 evidence that may be applicable.

14 3.2 Defendant has denied all claims as to liability, damages, liquidated damages, penalties,
15 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Action. Defendant
16 has agreed to resolve the Action via this Agreement, but to the extent this Agreement is deemed void or
17 the Effective Date does not occur, Defendant does not waive, but rather expressly reserve, all rights to
18 challenge all such claims and allegations in the Action upon all procedural and factual grounds, including,
19 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
20 any and all other potential defenses or privileges.

21 **4. SCOPE OF THE CLASS**

22 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
23 obligations and duties required under the Agreement, shall include all Class Members as defined in Section
24 1.5 and all Aggrieved Employees as defined in Section 1.2. However, it shall not include any Class
25 Members who submit valid and timely requests to opt-out of the Agreement and settlement, as set forth in
26 Section 7.5.1.

27 4.2 Only Participating Class Members and Aggrieved Employees are entitled to recover under
28 this Agreement.

1 4.3 Any person who believes that he or she is a Class Member or Aggrieved Employee and
2 wishes to participate in the Agreement, but did not receive a Notice of Settlement because his or her name
3 did not appear on the class list provided to the Settlement Administrator prior to mailing, may submit a
4 data request to the Settlement Administrator. The data request must contain all of the following
5 information: (a) the full name and, if applicable, Social Security Number of the individual making the
6 request; (b) the name used by such employee as of the time his or her employment with Defendant ended;
7 (c) the individual's dates of employment with Defendant; and (d) a return address to which a response may
8 be sent. Every data request must be postmarked on or before the conclusion of the Notice Period or
9 otherwise submitted to the Settlement Administrator such that it is received before the conclusion of the
10 Notice Period. Upon receipt of any data requests, the Settlement Administrator shall promptly (in no event
11 more than two business days) transmit the data requests to Defendant's Counsel and request that Defendant
12 review its records.

13 4.4 If Defendant agrees that the person listed in a data request is a Class Member and/or
14 Aggrieved Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the
15 person who submitted the data request, at the address designated for that purpose in the data request. All
16 provisions of this Agreement relating to the Notice of Settlement shall apply to Notice of Settlements sent
17 in response to data requests, and any person who submits a data request and is sent a Notice of Settlement
18 in response shall be treated by the Settlement Administrator as a Class Member and/or Aggrieved
19 Employee for all other purposes.

20 4.5 If Defendant does not agree that the person listed in a data request is a Class Member and/or
21 Aggrieved Employee, Defendant's Counsel and Class Counsel shall attempt to resolve any such dispute in
22 good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
23 dispute. Defendant's records shall control unless the individual submitting the data request provides
24 persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendant's
25 Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The
26 Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve
27 the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7)
28 calendar days after Defendant's Counsel and Class Counsel submit the dispute to the Settlement

1 Administrator. The decision by the Settlement Administrator shall be final as between the parties, subject
2 to Court review.

3 **5. TERMS OF THE SETTLEMENT**

4 The Parties agree as follows:

5 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
6 Section 6, Defendant shall pay the Gross Settlement Amount (\$700,000.00). Funding of the Gross
7 Settlement Amount shall be due and paid according to the following schedule:

8 5.1.1 The first installment (\$100,000) shall be paid on or before May 10, 2025;

9 5.1.2 The second installment (\$100,000) shall be paid on or before July 31, 2025;

10 5.1.3 The third installment (\$300,000) shall be paid on or before November 30, 2025;

11 5.1.4 The fourth installment (\$200,000) shall be paid on or before July 31, 2026.

12 5.1.5 Any installments made before the Agreement is given preliminary Court approval
13 shall be delivered to Plaintiff's Counsel, who will hold the funds in trust until a Court has approved a
14 Settlement Administrator in this case. After the Court has appointed a Settlement Administrator at
15 preliminary approval, Plaintiff's Counsel will cause any and all installment payments of the Gross
16 Settlement Amount to be transmitted to the Settlement Administrator, who will hold the funds in trust in a
17 Qualified Settlement Fund pursuant to Court order for the benefit of Class Members. Any installment
18 payments due after preliminary approval shall be made directly to the Settlement Administrator. No
19 distributions of the Gross Settlement Amount will be made to Class Members, Class Counsel, the Class
20 Representative or any other person or party until after the Effective Date. The Gross Settlement Amount
21 includes payments to Participating Class Members, Aggrieved Employees, all attorneys' fees, costs and
22 litigation expenses related to the Action incurred to date, as well as all such fees and costs incurred in
23 documenting the Agreement, administering the Agreement (including Settlement Administrator Costs),
24 and obtaining final approval of the Agreement, the Enhancement Payment to the Class Representative and
25 the PAGA Payment. Any monies necessary to satisfy Defendant's tax obligations (*e.g.* employer FICA,
26 FUTA and SDI contributions on wage payments) on any monies distributed to Participating Class Members
27 will be paid in addition to the Gross Settlement Amount.

1 5.2 Attorneys' Fees and Costs: Class Counsel will apply to the Court for attorney's fees of 35%
2 of the Gross Settlement Amount, which shall be paid from the Gross Settlement Amount. Defendant has
3 agreed to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35%
4 threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to
5 exceed \$12,500.00, which shall be paid from the Gross Settlement Amount. Defendant has agreed to not
6 oppose Class Counsel's request for reimbursement for advanced litigation expenses so long as they do not
7 exceed the \$12,500.00 threshold. The Settlement Administrator will issue Class Counsel an IRS Form
8 1099 for the attorneys' fees and costs paid under this Agreement. In the event that the Court awards less
9 than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class
10 Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on
11 a pro rata basis.

12 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
13 Gross Settlement Amount and shall not exceed \$15,000.00. The difference between any actual costs and
14 the allocated \$15,000.00 shall be added to the Net Settlement Amount to be distributed to Participating
15 Class Members on a pro rata basis.

16 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
17 an Enhancement Payment to the Class Representative in an amount not to exceed Ten Thousand Dollars
18 and Zero Cents (\$10,000.00) to compensate for the risks, time, and expense of his involvement in the
19 Action and securing the benefits of this Agreement for Class Members. The Enhancement Payment is in
20 addition to the Individual Settlement Amount Plaintiff would otherwise be due under the Agreement as a
21 Participating Class Member. Defendant has agreed to not oppose Class Counsel's request for an
22 Enhancement Payment to Plaintiff so long as it does not exceed the amount stated herein. The
23 Enhancement Payment will be designated as a non-wage payment and reported on an IRS Form 1099-
24 MISC. In the event that the Court awards less than the Enhancement Payment amount requested, then any
25 portion of the requested amount not awarded to the Class Representative shall be added to the Net
26 Settlement Amount to be distributed to Participating Class Members on a pro rata basis.

27 5.5 PAGA Payment: Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross
28 Settlement Amount shall be allocated to resolving claims under the PAGA. Seventy-Five percent (75%) of

1 the PAGA Payment will be paid to the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved
2 Employees on a pro rata basis as described below in Section 5.8. Any amount not approved by the Court
3 for the allocated PAGA Payment shall be added to the Net Settlement Amount to be distributed to
4 Participating Class Members on a pro rata basis.

5 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
6 Payment allocated to Participating Class Members and/or Aggrieved Employees that were not claimed by
7 cashing their respective settlement checks before the deadline to do so, that remaining amount shall be
8 donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights under the doctrine
9 of *cy pres*. No portion of the Gross Settlement Amount will revert to Defendant for any reason.

10 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
11 Participating Class Members and Aggrieved Employees shall be deemed to be income solely in the year in
12 which such amounts were actually received. It is expressly understood and agreed that the receipt of such
13 Individual Settlement Amounts will not entitle any Participating Class Member or Aggrieved Employee to
14 any new or additional compensation or benefits under any company bonus or other compensation or benefit
15 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating
16 Class Member Aggrieved Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching
17 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement
18 Amounts provided for in this Agreement are the sole payments to be made by Defendant to the Participating
19 Class Members and Aggrieved Employees in connection with this Agreement (notwithstanding any
20 contrary language or agreement in any benefit or compensation plan document that might have been in
21 effect during the period covered by this Agreement).

22 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and Aggrieved
23 Employees of their Individual Settlement Amount will not require the submission of a claim form. A Net
24 Settlement Amount will be determined by subtracting from the Gross Settlement Amount any amounts for
25 approved attorneys' fees and costs, any Enhancement Payment to the Class Representative, the Settlement
26 Administrator Costs, and the PAGA Payment. Each Class Member's share will be initially determined by
27 dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of
28 all Class Members. That fraction will then be multiplied by the Net Settlement Amount to arrive at the

Class Member's individual share of the Net Settlement Amount. Any funds allocated to Class Members under this formula who timely opt out of the Settlement will be redistributed to Participating Class Members on a pro rata basis, *i.e.* each Participating Class Member's share will be determined by dividing their total Qualifying Workweeks within the Class Period by the total Qualifying Workweeks of all Participating Class Members and that fraction will then be multiplied by the Net Settlement Amount to arrive at the Participating Class Member's individual share of the Net Settlement Amount. Each Aggrieved Employee's share of the 25% portion of the PAGA Payment will be determined by dividing their total Qualifying Workweeks within the PAGA Claim Period by the total Qualifying Workweeks by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share.

5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Participating Class Members and/or Aggrieved Employees reflect a settlement of a dispute over claimed penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Participating Class Members as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Individual Settlement Amounts to Participating Class Members and Aggrieved Employees are as follows:

5.9.1 one-third (1/3) of each Participating Class Members' share of the Net Settlement Amount shall be allocated for payment of disputed wages and shall be subject to required employer taxes. Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual Settlement Amount.

5.9.2 two-thirds (2/3) of each Participating Class Members' share of the Net Settlement Amount shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Participating Class Members shall receive IRS Forms 1099-MISC and 1099-INT and this payment shall be divided equally among the 1099-MISC and 1099-INT designations.

5.9.3 The entirety (100%) of each Aggrieved Employee's share of the 25% portion of the PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted

1 for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for
2 which the Aggrieved Employees shall receive an IRS Form 1099-MISC.

3 5.10 Participating Class Members and Aggrieved Employees shall be solely responsible for the
4 reporting and payment of their share of any federal, state and/or municipal income or other taxes on
5 payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendant's
6 Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable,
7 including the treatment of such payments as not subject to withholding or deduction for payroll and
8 employment taxes. No party has made any representation to any of the other Parties as to the taxability of
9 any payments pursuant to this Agreement, including the payments to Participating Class Members, the
10 payments to Aggrieved Employees, the payments to Class Counsel, the payments to the Class
11 Representative, the payroll tax liability of Defendant, or the allocation of the Net Settlement Amount or
12 PAGA Payment to wage and non-wage income as provided in this Section, or otherwise as to tax
13 implications of any provision of this Agreement.

14 5.11 No Additional Contribution by Defendant: Defendant's monetary obligation under this
15 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
16 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
17 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
18 expressly provided otherwise herein. However, in the event this agreement is deemed null and void as
19 described in Section 3 because the Court, in its independent determination, finds that the Agreement does
20 not meet the standards for settlement approval, then Defendant and Plaintiff shall be equally responsible
21 for the costs of the Settlement Administrator incurred between the date the Agreement was executed and
22 the date of such event.

23 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
24 only, certification of the class as defined in Section 1.5 and 4.1 is appropriate and the requisites for
25 establishing class certification have been met and are met.

26 5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes
27 of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and
28 Aggrieved Employees.

1 **6. RELEASE**

2 6.1 Release of Claims by Participating Class Members: Upon the Effective Date, all
3 Participating Class Members will be deemed to fully, finally and forever release the Released Class Claims
4 as to all Released Parties. In addition, on the Effective Date, all Participating Class Members and their
5 successors in interest will be permanently enjoined and forever barred from prosecuting any of Released
6 Class Claims against any of the Released Parties.

7 6.2 Release of Claims by Aggrieved Employees: Upon the Effective Date, all Aggrieved
8 Employees will be deemed to fully, finally and forever release the Released PAGA Claims as to all
9 Released Parties. In addition, on the Effective Date, all Aggrieved Employees and their successors in
10 interest will be permanently enjoined and forever barred from prosecuting any of the Released PAGA
11 Claims against any of the Released Parties.

12 6.3 Release by Plaintiff: Upon the Effective Date, Plaintiff will be deemed to fully, finally and
13 forever release the Released Class Claims, Released PAGA Claims, and Class Representative's Released
14 Claims as to all Released Parties. In addition, on the Effective Date, Plaintiff and any successors in interest
15 will be permanently enjoined and forever barred from prosecuting any of the Released Class Claims,
16 Released PAGA Claims, and Class Representative's Released Claims against any of the Released Parties.

17 **7. SETTLEMENT ADMINISTRATION**

18 7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:
19 1) receiving Class Member and Aggrieved Employee contact information and confirming addresses are
20 valid; 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the
21 Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate
22 any individual Class Members and Aggrieved Employee whose address or contact information as provided
23 to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class
24 Members; 4) providing notification to the appropriate state and federal officials of this Agreement as
25 required under the law; 5) receiving, independently reviewing, and resolving any challenges (in
26 consultation with Class Counsel and Defendant's Counsel) from Class Members or Aggrieved Employees,
27 including any associated documentation, regarding their Qualified Workweek calculations; 6) receiving
28 and serving on Class Counsel, Defendant's Counsel, and the Court, copies of any written objections, and/or

any opt out statements; 7) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members and/or Aggrieved Employees; 8) maintaining a QSF; 9) determining and paying the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability to locate Class Members or Aggrieved Employees; 10) determining the validity of any disputes or late opt-outs by previously unidentified Class Members or Aggrieved Employees; 11) paying any residual funds from uncashed checks; 12) reporting to Class Counsel and Defendant's Counsel regarding the statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes received; (j) the number of disputes resolved; 13) providing a declaration to the Court regarding the final statistics of the administration and compliance with all payment obligations under the Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Individual Settlement Amounts to Participating Class Members and Aggrieved Employees; and 15) carrying out other related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

7.2 Notice to Class Members and Aggrieved Employees: The Notice of Settlement will be sent in both English and Spanish. The Notice of Settlement will provide Class Members and Aggrieved Employees with a summary of the terms and conditions of the Agreement, how to participate in the settlement, how to object to the Agreement, how to dispute the individual's Qualifying Workweeks, and how to opt-out from the Agreement. The Notice of Settlement will also inform Class Members and Aggrieved Employees of the Gross Settlement Amount, Net Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments, proposed Settlement Administrator Cost

1 allocations, proposed PAGA Payment allocations, the scope of the class, the nature and extent of the
2 released claims, dates set for a fairness hearing and hearing on Class Counsels' motion for attorneys' fees
3 and costs. The Notice of Settlement shall include information regarding Class Member's and Aggrieved
4 Employee's estimated Individual Settlement Amount. The Notice of Settlement will provide information
5 on how to access electronic copies online of the Notice of Settlement, any motions for approval of the
6 Agreement, any motions for approval of attorneys' fees and costs, and any other documents as the Court
7 directs.

8 7.3 Class Member Data and Mailing: No later than seven (7) calendar days after the Preliminary
9 Approval Date, the Parties shall provide the Settlement Administrator with the first and last name, last
10 known mailing address, last known telephone number, Social Security Number, start and end date (if any)
11 of employment of each Class Member and Aggrieved Employee, and any other information the Settlement
12 Administrator needs to effectuate notice to Class Members and Aggrieved Employees as outlined herein.
13 The Settlement Administrator shall review the data to determine the number of Qualifying Workweeks for
14 each Class Member and Aggrieved Employee. No later than fourteen (14) calendar days after receipt of
15 such address information, the Settlement Administrator will perform a national change of address
16 ("NCOA") search, update the addresses per the results of the NCOA search, and then mail the Notice of
17 Settlement, substantially in the form attached as Exhibit 1, to each Class Member and Aggrieved Employee
18 by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information received
19 from Defendant confidential to itself, and Defendant's Counsel. However, Class Counsel shall be able to
20 review the breakdown of Qualified Workweeks and estimated Individual Settlement Amounts for Class
21 Members and Aggrieved Employees prior to mailing for quality assurance provided the personal
22 identifying information is redacted and/or omitted.

23 7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement
24 is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice
25 Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5)
26 calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly
27 attempt to determine a correct address using a skip-trace, computer or other search using the name, address
28 and/or Social Security number of the individual involved, and shall then perform a single re-mailing within

1 five (5) calendar days to any more recent address found as a result of the search. Following each search
2 that does not result in a corrected address, for those Class Members who appear to be current employees
3 of Defendant at the time of the Preliminary Approval Date, the Settlement Administrator shall contact
4 Defendant's Counsel for assistance and Defendant shall cooperate in good faith with the Settlement
5 Administrator's reasonable efforts to obtain valid mailing addresses for Class Members to the extent they
6 are active employees of Defendant. In the event the Notice of Settlement is forwarded to a new address
7 and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out,
8 a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-
9 mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are
10 followed and the Class Member does not timely and properly request to opt-out, the Class Member shall
11 be bound by all terms of the Agreement, including the releases contained in Section 6.

12 7.5 Responses to Notice of Settlement:

13 7.5.1 *Opt-Outs*: The Notice of Settlement shall provide that Class Members who wish to
14 exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The
15 request to opt-out must (a) state the Class Member's full name and date of birth; (b) a statement that he or
16 she does not want to be a Class Member, does not want to participate in the settlement, and/or wants to be
17 excluded from the settlement; (c) identify the case name and number (*i.e. Barreras v. Jessee Heating &*
18 *Air Conditioning*, Case No. CV2024-2137); (d) be signed; and (e) be post-marked no later than the
19 conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class Member must
20 personally sign the request to opt-out. No request to opt-out may be made on behalf of a group of Class
21 Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to
22 determine whether a request to opt-out has been timely submitted. Any Class Member who requests to
23 opt-out of the Agreement will not be entitled to any portion of the Net Settlement Amount nor will they
24 have any right to object, appeal or comment thereon. The name of any Class Member who submits a valid
25 and timely opt out request will be specifically identified in any proposed order granting final approval.
26 Class Members who fail to submit a valid and timely request to opt-out shall be bound by all terms of the
27 Agreement and any order or final judgment thereon. Regardless of whether an Aggrieved Employee opts
28

1 out of being a Class Member, they will still receive their share of the PAGA Payment as Aggrieved
2 Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

3 7.5.2 *Objection Procedures:* Any Class Member who does not opt-out, but who wishes
4 to object to this Agreement or otherwise to be heard concerning this Agreement, may submit a written
5 objection to the Settlement Administrator, who will promptly provide copies of the objection to Class
6 Counsel and Defendant's Counsel. The Notice of Settlement shall make clear that the Court can only
7 approve or deny the Agreement, not change the terms of the Agreement. The written objection should (a)
8 state the Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact, a
9 Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d)
10 identify the case name and number (*i.e. Barreras v. Jessee Heating & Air Conditioning*, Case No. CV2024-
11 2137); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-
12 mailing timeline stated in Section 7.4. Additionally, or in the alternative to sending a written objection to
13 the Settlement Administrator, any Class Member may appear at the final approval hearing to state their
14 objection.

15 7.5.3 *Dispute Procedures:* Any Class Member who disputes the number of Qualifying
16 Workweeks on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a)
17 identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c)
18 be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing
19 timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two
20 business days) forward all such disputes to Defendant's Counsel and request that Defendant review the
21 dispute. Defendant's records shall presumptively control unless the Class Member can produce
22 documentation evidencing other periods of employment worked. If Defendant agrees with submitted
23 information, the Class Member shall be credited or subtracted Qualifying Workweeks in accordance with
24 their submitted dispute and that final number of Qualified Workweeks shall govern the calculation of that
25 Class Member's Individual Settlement Amount. If Defendant disagrees with the submitted information,
26 Defendant's Counsel will promptly advise Class Counsel of the dispute, which includes turning over any
27 documentation submitted by the Class Member as part of the dispute. Defendant's Counsel and Class
28 Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class

Counsel being advised of the dispute. Each dispute that Defendant's Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

7.5.4 *Deficient Opt-Outs, Objections, or Disputes:* In the event that a deficient opt-out, objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency letter, whichever is later.

7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Action and the Agreement and shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class Counsel or Defendant's Counsel to provide notice of the proposed Agreement.

7.7 Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14) calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the statistics and responses of settlement administration to date and all the Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and Plaintiff: Within seven (7) calendar days after the Effective Date and the Court's determination of the amount of attorneys' fees and costs payable to Class Counsel, the Enhancement Payment payable to Plaintiff, the PAGA Payment, and Settlement Administrator Costs, the Settlement Administrator shall calculate the final Net Settlement Amount, and the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees and report the results of these calculations Class Counsel and Defendant's Counsel. Any applicable taxes on the Individual Settlement Amounts for Participating Class Members shall be calculated at the time distributions to Participating Class Members are scheduled to occur.

7.9 Defendant shall wire the Gross Settlement Amount and applicable taxes necessary to fund the Settlement as described in Sections 5.1 to 5.1.5. Amounts necessary to fund the employer tax obligation

on amounts designated as wages shall be funded at the time distributions to Participating Class Members are scheduled to occur. There shall be two (2) disbursements over the course of the installment payment plan identified in Sections 5.1-5.1.5. Within fourteen (14) calendar days after the Effective Date or December 15, 2025, whichever is later, the Settlement Administrator shall deliver payment of Class Counsels' attorney's fees and costs, the Enhancement Payment payable to Plaintiff, Settlement Administrator Costs, and Participating Class Members share of the Net Settlement Amount from the amount of installment payments funded at that time as required under this Agreement and approved by Court. Within seven (7) calendar days after the fourth installment or August 7, 2026, whichever is later, the Settlement Administrator shall deliver payment of the 75% portion of the PAGA Payment payable to the LWDA, payment to Aggrieved Employees, and all remaining amounts owed after the first disbursement for Class Counsels' attorney's fees and costs, the Enhancement Payment payable to Plaintiff, Settlement Administrator Costs, and payment to Participating Class Members.

7.9.1 The Settlement Administrator shall wire the Court-approved attorneys' fees and costs to Class Counsel unless another method is requested by Class Counsel. Class Counsel shall provide the Settlement Administrator with the pertinent taxpayer identification number and payment instructions after the Final Approval Date.

7.9.2 The Settlement Administrator shall send a check by mail for the Court-approved Enhancement Payment to the Class Representative, care of Class Counsel unless another method is requested by Class Counsel.

7.9.3 Only Participating Class Members and Aggrieved Employees will receive their Individual Settlement Amount.

7.9.4 The Settlement Administrator shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this Agreement. Defendant agree to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the amount of the payroll tax payment required.

7.10 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall issue Individual Settlement Amounts to Participating Class Members and Aggrieved Employees in the form of a check, which shall become null and void if not deposited within one hundred eighty (180)

1 calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be
2 voided. Any unclaimed funds from voided checks issued in the first disbursement will be added to the
3 Participating Class Member's and/or Aggrieved Employee's check in the second disbursement. Any
4 unclaimed funds from voided checks after the second disbursement shall be transmitted in accordance with
5 Section 5.6. The Settlement Administrator shall deliver these funds within fourteen (14) calendar days
6 after the check cashing deadline.

7 7.11 Settlement Administrator Declaration Regarding Compliance and Settlement
8 Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members
9 and Aggrieved Employees to cash their settlement checks from the second disbursement, the Settlement
10 Administrator shall provide Class Counsel and Defendant's Counsel with a signed declaration under
11 penalty of perjury providing a complete and detailed report regarding the settlement administration
12 documenting that all payments under the Agreement have been made, that the Court's final approval order
13 has been complied with, and that all the obligations of the Settlement Administrator have been completed.

14 **8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE**

15 8.1 The schedule may be modified depending on whether and when the Court grants necessary
16 approvals, orders notice to Class Members and Aggrieved Employees, and sets further hearings. The
17 schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as
18 described above. In the event of such modification, the Parties shall cooperate to complete the settlement
19 procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and
20 payment procedures carrying out the Agreement is as follows:

21 Last day for Defendant to provide Settlement 22 Administrator with Class Member and Aggrieved 23 Employee information	Within 7 calendar days after the Preliminary Approval Date
24 Last day for Settlement Administrator to 25 complete NCOA search, update Class Member 26 and Aggrieved Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendant

Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	45 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Last day for Settlement Administrator to deliver first disbursement of Class Counsel's attorney's fees and costs, Enhancement Payment, Settlement Administrator Costs, and payment to Participating Class Members.	Within fourteen (14) calendar days after the Effective Date or December 15, 2025, whichever is later
Last day for Settlement Administrator to deliver second disbursement for PAGA Payment, payment to Aggrieved Employees, and remaining amounts owed for Class Counsel's attorney's fees and costs, Enhancement Payment, Settlement Administrator Costs, payment to Participating Class Members.	Within seven (7) calendar days after the fourth installment or August 7, 2026, whichever is later
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after the settlement check cashing deadline from the second disbursement
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline from the second disbursement

1 **9. DUTIES OF THE PARTIES**

2 9.1 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed
3 motion to be filed as soon as reasonably practicable, an order from the Court preliminarily approving this
4 Agreement at the earliest possible date concurrently with the Court's certification of the Action as a class
5 action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or filing of
6 any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may
7 be requested by the Court relating to, or that are otherwise necessary to the approval and implementation
8 of this Agreement and shall otherwise use their respective best efforts to obtain certification for settlement
9 purposes, approval of, and implementation of this Agreement. The Parties will submit this Agreement to
10 the Court for preliminary approval of its terms and for approval of the steps to be taken to obtain its final
11 approval. Within one week of signing this Agreement Class Counsel shall provide a draft of the
12 Preliminary Approval Motion to Defendant's Counsel. Defendant's Counsel will provide comments and/or
13 proposed revisions within two weeks after receipt of the draft Preliminary Approval Motion from Class
14 Counsel. With regard to the final approval documents, a similar two-week maximum review and response
15 time shall be observed by the Parties. The Parties will request that the Court's preliminary approval of this
16 Agreement be embodied in an Order Granting Preliminary Approval of Class Action and PAGA
17 Settlement.

18 9.1.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement; 2)
19 Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice
20 of Settlement by first class mail to Class Members and Aggrieved Employees; 4) Preliminarily appointing
21 Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement
22 administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the
23 proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of
24 reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)
25 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
26 approved as fair, reasonable and adequate as to the Class Members.

27 9.1.2 Defendant shall not oppose Plaintiff's motion for approval of the proposed
28 Agreement.

1 9.1.3 The Parties shall cooperate with each other and the Settlement Administrator during
2 the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and
3 appropriate to assure effective communication to individual Class Members of information about their
4 rights and obligations under this Agreement.

5 9.2 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the
6 Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if
7 any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the
8 Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the
9 Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results
10 of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement
11 Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid
12 request to opt out during the Notice Period.

13 9.2.1 Class Counsel and Defendant shall work in good faith to draft a mutually agreeable
14 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The
15 Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall
16 include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable
17 and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an
18 Enhancement Payment to the Class Representative; 3) Approving Class Counsel's application for an award
19 of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the Settlement
20 Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee administration and
21 enforcement of the terms of the Agreement and the Court's orders.

22 9.2.2 Following entry of the Court's order granting final approval of the Agreement, the
23 Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following:
24 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement
25 be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel will assist
26 the Settlement Administrator as needed or requested in the process of identifying and locating Participating
27 Class Members and Aggrieved Employees entitled to payments under the Agreement and assuring delivery
28 of such payments; 3) Class Counsel and Defendant's Counsel will cooperate with each other and assist the

Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as specified above, to the *cy pres* beneficiaries; 4) Class Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

9.3 Final Judgment: If the Court approves this Agreement at the final approval and fairness hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment.

9.4 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development Agency (“LWDA”) of this settlement in accordance with Labor Code § 2699(1)(2).

10. MISCELLANEOUS TERMS

10.1 Defendant’s Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date, 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendant may rescind the Agreement and all actions taken in its furtherance will be thereby null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs shall be paid by Defendant. Defendant has represented that there are no more than 13,891 workweeks during the Class Period. In the event the number of workweeks during the Class Period is more than 15,281 (*i.e.*, greater than 10% more than 13,891), then the Gross Settlement Amount shall be increased proportionally by the workweeks in excess of 13,891. For example, if there were 11,000 workweeks represented to exist during the Class Period, but there are actually 12,500 workweeks in the Class Period, then Defendant would have to increase the Gross Settlement Amount by 13.6% ($12,500 - 11,000$ workweeks = 1,500 excess workweeks. $1,500$ divided by $11,000 = 13.6\%$). Alternatively, Defendant may elect to shorten the end date of the Class Period to an earlier date such that the total workweeks in the Class Period do not exceed 15,281. If Defendant elects this option, then the PAGA Claim Period end date shall be similarly shortened to the same date.

10.2 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND

1 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN
2 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
3 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH
4 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON
5 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
6 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
7 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
8 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
9 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
10 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
11 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
12 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
13 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
14 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
15 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
16 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
17 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
18 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
19 THIS AGREEMENT.

20 10.3 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
21 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
22 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
23 and discharged in this Agreement.

24 10.4 Waiver of Appeal and Ability to Opt Out: To the extent permitted by applicable law, by
25 signing this Agreement Defendant is waiving any rights to appeal from the Court's approval of the
26 settlement unless the Court materially modifies the settlement. Furthermore, by signing this Agreement
27 Plaintiff is waiving any right or ability to opt out of this Agreement during the Notice Period or otherwise.
28

1 10.5 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
2 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
3 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

4 10.6 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will
5 be entered according to this Agreement. The Parties stipulate and agree that the Yolo County Superior
6 Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil Procedure
7 Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the Agreement
8 after default by the other party may recover reasonable attorney's fees and costs related thereto.

9 10.7 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
10 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution
11 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the
12 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
13 contemplated by this Agreement and any other efforts that may become necessary by Court order, or
14 otherwise, to effectuate this Agreement and the terms set forth herein.

15 10.8 No Admission of Liability: Neither the acceptance nor the performance by Defendant of
16 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
17 be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the
18 Complaint, the representative character of the Action, the validity of any of the claims that were or could
19 have been asserted by Plaintiff and/or Class Members in the Action, or of any liability or guilt of Defendant
20 in the Action. Nothing in this Agreement shall be construed to be or deemed an admission by Defendant
21 of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or any other
22 person, and Defendant specifically disclaim any liability, culpability, negligence, or wrongdoing toward
23 Plaintiff, the Class Members, or any other person. Each of the Parties has entered into this Stipulation with
24 the intention to avoid further disputes and litigation.

25 10.9 Notices: Unless otherwise specifically provided herein, all notices, demands, or other
26 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the
27 third business day after mailing by United States certified mail, return receipt requested, addressed as
28 follows:

To Plaintiff and the Class:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Austin Sork
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendant:

David R. Griffith
Steven J. Chamberlin
Griffith & Horn, LLP
1530 Humboldt Road, Suite 3
Chico, CA 95928

10.10 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.11 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement.

10.12 No Modifications: This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be discharged except by performance in accordance with its terms.

10.13 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement.

10.14 Class Member Signatories: Because the Action has not yet been certified, and the Class Members are so numerous, the Parties agree that it is impossible or impractical to have each Class Member

sign this Agreement. It is agreed that, for purposes of seeking approval of the Agreement, this Agreement may be executed on behalf of all Class Members by the Class Representative.

10.15 Counterparts: This Agreement shall become effective upon its execution by all of the undersigned. Plaintiff, Class Counsel, Defendant and Defendant's Counsel may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force and effect of originals.

10.16 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California without giving effect to that State's choice of law principles.

10.17 Headings and Captions: Section titles or captions contained in the Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, or any provision thereof.

10.18 No Retaliation or Discouragement: The Parties agree they will take no action that could be construed as retaliation against any Class Members for participating or seeking to participate in this class action settlement. The Parties will not discourage any class member from participating or seeking to participate in this class action settlement. This is a material term of the Agreement and non-breaching Parties will seek court intervention if this provision is breached.

10.19 Integrated Agreement: This Agreement sets forth the entire understanding between the Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof. Each party acknowledges that there is no representation, inducement, promise or agreement which has been made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the terms of this Agreement are fully understood and voluntarily accepted by the Parties.

10.20 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

1 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
2 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
3 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

4 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
5 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
6 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

7 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
8 attorneys, as of the day and year herein set forth.

9
10 For Plaintiff:

11 Date: 07/07/25



Raymond Barreras (Jul 8, 2025 23:47 PDT)

Raymond Barreras

12 For Defendant:

13 Date: _____

14 By: _____

For Jessee Heating & Air Conditioning

16 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

18 Dated: 7/9/25

19 By: _____

Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Austin Sork

Attorneys for Plaintiff, Class Members and
Aggrieved Employees

23 APPROVED AS TO FORM

GRIFFITH & HORN, LLP

24 Dated: _____

25 By: _____

David R. Griffith

Steven J. Chamberlin

Attorneys for Defendant

1 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
2 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
3 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

4 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
5 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
6 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

7 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
8 attorneys, as of the day and year herein set forth.

9
10 For Plaintiff:

11 Date: _____

Raymond Barreras

12 For Defendant:

13 Date: _____

By:
For Jessee Heating & Air Conditioning

14
15
16 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

17
18 Dated: _____

By: _____
Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Austin Sork
Attorneys for Plaintiff, Class Members and
Aggrieved Employees

19
20
21
22 APPROVED AS TO FORM

GRIFFITH & HORN, LLP

23
24 Dated: July 15, 2025

By: David R. Griffith
David R. Griffith
Steven J. Chamberlin
Attorneys for Defendant

1 10.21 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
2 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
3 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

4 10.22 Waiver of Compliance: No waiver of any condition or covenant contained in this
5 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
6 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

7 IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized
8 attorneys, as of the day and year herein set forth.

9
10 For Plaintiff:

11 Date: _____

Raymond Barreras

12 For Defendant:

13 Date: 7-21-2025

Bryan S. Gray

Digitally signed by Bryan S. Gray
DN: C=US,
E=bryangray@jesseeheatingandair.com,
O=Jessee Heating & Air Conditioning,
CN=Bryan S. Gray
Date: 2025.07.21 23:45:12-0700'

By: BRYAN S. GRAY
For Jessee Heating & Air Conditioning

16 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

18 Dated: _____

19 By: _____
20 Galen T. Shimoda
21 Justin P. Rodriguez
22 Renald Konini
23 Austin Sork
24 Attorneys for Plaintiff, Class Members and
25 Aggrieved Employees

26 APPROVED AS TO FORM

Griffith & Horn, LLP

27 Dated: _____

28 By: _____
David R. Griffith
Steven J. Chamberlin
Attorneys for Defendant

Exhibit 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF YOLO

RAYMOND BARRERAS, individually and on behalf of all
other similarly situated employees,

Plaintiff,

vs.

JESSEE HEATING & AIR CONDITIONING, a California
Corporation; and DOES 1 to 100, inclusive,

Defendant.

Case No. CV2024-2137

NOTICE OF PROPOSED CLASS ACTION AND PAGA
SETTLEMENT, AND HEARING DATE FOR FINAL
COURT APPROVAL OF SETTLEMENT

ATTENTION: All non-exempt employees who worked or continue to work for Defendant in California at any time between August 21, 2020, [REDACTED] (the "Class Members").

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice pursuant to an order from the Yolo County Superior Court ("Court") granting Plaintiff's motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Agreement" or "Settlement") as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Raymond Barreras ("Plaintiff" or "Class Representative"), and Defendant Jessee Heating & Air Conditioning ("Defendant") on behalf of Class Members as defined above. The terms of the Settlement are outlined herein. You are receiving this notice because Defendant's records indicate you fall within the definition of "Class Member." Defendant's records also indicate that you worked [REDACTED] weeks during the applicable Class Period (as defined below), which means your total share of the settlement proceeds is estimated to be [REDACTED]. Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any workweek disputes as described in this notice.

The terms of the Agreement and a description of the case are identified in this notice. Pursuant to the Court's order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On August 21, 2024, Plaintiff filed a Complaint against Defendant in the Yolo County Superior Court of California on behalf of himself and Class Members. The term "Action" means this putative class action pending in Yolo County Superior Court, Case No. CV2024-2137. The Class Period is August 21, 2020, to [REDACTED] (the "Class Period").

In the Action, Plaintiff sought to obtain unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and Aggrieved Employees. Plaintiff alleged that Defendant violated California law by 1) failing to pay overtime wages, 2) failing to pay minimum wages, 3) failing to provide meal periods or pay meal period premiums in lieu thereof, 4) failing to provide rest periods or pay rest period premiums in lieu thereof, 5) failing to provide accurate wage statements, 6) failing to pay final wages, 7) failing to reimburse expenses, 8) failing to maintain accurate records, and 9) failing to pay reporting time pay. Plaintiff also alleged these violations constituted unfair competition and caused derivative liability under the Private Attorney's General Act ("PAGA"). The Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendant continue to deny all allegations and claims. Defendant has entered into this Settlement to fully, finally, and forever resolve this Action, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members, as defined above. The Agreement also applies to Aggrieved Employees,

which are defined as all non-exempt employees who have worked, or continue to work, for Defendant in California at any time between May 31, 2023, to [REDACTED]. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself (“opt out”) from the Settlement. This notice is to advise Class Members of how they can either participate in the Settlement or be excluded from the Settlement. As set forth below, Aggrieved Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. Aggrieved Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of Seven Hundred Thousand Dollars and Zero Cents (\$700,000) (“Gross Settlement Amount”). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney’s fees not to exceed 35% of the Gross Settlement Amount, attorney’s costs not to exceed \$12,500, Settlement Administrator Costs not to exceed \$15,000, an Enhancement Payment to the Class Representative’s not to exceed \$10,000.00, and \$40,000.00 for alleged PAGA penalties (the “PAGA Payment”), which will result in a “Net Settlement Amount” for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member’s share of the Net Settlement Amount will depend on the number of weeks worked by Participating Class Members during the Class Period. Of the \$40,000.00 allocated to resolving the PAGA claims, 75% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency (“LWDA”) and 25% of the PAGA Payment will be divided among Aggrieved Employees. The Gross Settlement Amount will be paid in four installments which are expected to be completed by July 31, 2026. Participating Class Member’s shares of the Net Settlement Amount will occur over two disbursements during the installment payment plan. The first disbursement is expected to occur in December 2025 and will be based on each Participating Class Member’s proportional share of the Net Settlement Amount funded as of that December 2025 disbursement. The second disbursement is expected to occur in August 2026 after the Gross Settlement Amount has been fully funded. Payment to Aggrieved Employees and the LWDA will come solely from the second disbursement. Any remaining amounts owed after the first disbursement for Class Counsels’ attorney’s fees and costs, the Enhancement Payment, Settlement Administrator Costs, and payment to Participating Class Members will also be paid from the second disbursement.

The number of weeks you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment (“Individual Settlement Amount”) is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of weeks worked by Participating Class Members (*i.e.*, those who do not opt out of the Settlement), the resolution of any disputes regarding workweeks, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on Aggrieved Employees’ allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and Aggrieved Employees

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to Aggrieved Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 2/3 for disputed interest, statutory penalties, and other non-wage damages for which an IRS Forms 1099-MISC and 1099-INT will issue and 1/3 for disputed wages for which IRS Forms W-2 will issue. The PAGA Payment to Aggrieved employees will be paid as 100% for civil penalties.

Payment to Participating Class Members and Aggrieved Employees will not require the submission of a claim form. Each Participating Class Member’s share will be determined by dividing their total weeks worked within the Class Period by the total weeks worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member’s individual share of the Net Settlement Amount. Each Aggrieved Employee’s share of the 25% portion of the PAGA Payment will be determined by dividing their total weeks worked within the PAGA Claim Period by the total weeks worked by all Aggrieved Employees within the PAGA Claim Period. That fraction will then be multiplied by the 25% portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share. The PAGA Claim Period is defined as May 31, 2023, to [REDACTED]. Defendant’s records indicate that you worked [REDACTED] weeks during the applicable PAGA Claim Period, which means your share of the PAGA Payment is estimated to be [REDACTED]. This amount is included in your estimated Individual Settlement Amount stated on the first page of this notice, not in addition to it. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the

Settlement.

C. Calculations to Be Based on Defendant's Records and Resolution of Workweek Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [redacted]. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and Aggrieved Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released [insert 1.30 text].

Aggrieved Employees will be deemed to have released [insert 1.31 text].

The individuals released ("Released Parties") include [insert 1.32 text].

Class Members and/or Aggrieved Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your workweek information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the workweek calculation, you may follow the procedures outlined in Section II.C above. California law protects Class Members from retaliation based on their decision to participate in the Settlement.

B. Excluding Yourself from the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request this by [redacted]. If you do not wish to be bound by the Settlement as a Class Member, you may request to be excluded (*i.e.*, "opt out") by submitting a timely written request to the Settlement Administrator. The request to opt-out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or wants to be excluded from this Settlement; (c) identify the case name and number (*i.e.* *Barreras v. Jessee Heating & Air Conditioning*, Case No. CV2024-2137); (d) be signed; and (e) be post-marked no later than [redacted]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [redacted], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their share of the Net Settlement Amount. Aggrieved Employees cannot opt out of this Agreement and will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You **cannot**

ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Barreras v. Jessee Heating & Air Conditioning*, CV2024-2137); (e) be signed; and (f) be post-marked no later than [REDACTED]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at <https://portal-cayolo.tylertech.cloud/Portal/>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 14, 1000 Main St, Woodland, California 95695 on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://portal-cayolo.tylertech.cloud/Portal/>. You can also contact Class Counsel or Defendant's Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Austin Sork
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiff

David R. Griffith
Steven J. Chamberlin
Griffith & Horn, LLP
1530 Humboldt Road, Suite 3
Chico, CA 95928
530-812-1000
On behalf of Defendant

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [REDACTED]

BY ORDER OF THE COURT

Exhibit B

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Renald Konini (Cal. State Bar No. 312080)
4 **Shimoda & Rodriguez Law, PC**
5 9401 East Stockton Boulevard, Suite 120
6 Elk Grove, CA 95624
7 Telephone: (916) 525-0716
8 Facsimile: (916) 760-3733

ELECTRONICALLY FILED
by Superior Court of CA,
County of Yolo,
on 8/21/2024 10:37 AM
By: J. Duran, Deputy

Attorneys for **Plaintiff RAYMOND BARRERAS** and similarly situated employees

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF YOLO COUNTY**

RAYMOND BARRERAS,

Plaintiff,

vs.

JESSEE HEATING & AIR CONDITIONING,
a California Corporation; and DOES 1 to 100,
inclusive,

Defendants.

Case No. CV2024-2137

CLASS ACTION

COMPLAINT FOR DAMAGES:

1. **Failure to Pay Overtime Wages**
2. **Failure to Pay Minimum Wages**
3. **Meal Period Violations**
4. **Rest Period Violations**
5. **Wage Statement Violations**
6. **Waiting Time Penalties**
7. **Failure to Reimburse Expenses**
8. **Unfair Competition**
9. **Private Attorney General Act**

DEMAND FOR JURY TRIAL

Plaintiff RAYMOND BARRERAS ("Plaintiff"), on behalf of himself and all other similarly situated employees, hereby files this Complaint against Defendants JESSEE HEATING & AIR CONDITIONING, a California Corporation; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants"). On information and belief, Plaintiff alleges the following:

1
2 **INTRODUCTION**

3 1. This is a class action lawsuit brought by Plaintiff for failure to provide overtime wages,
4 failure to provide minimum wages, meal and rest period violations, wage statement violations, waiting
5 time penalties, failure to reimburse expenses, and unfair competition. Plaintiff has also submitted a
6 notice to the Labor and Workforce Development Agency of Plaintiff's intent to bring a Private Attorneys
7 General Act ("PAGA") cause of action.

8 **JURISDICTION AND VENUE**

9 2. The Yolo County Superior Court has jurisdiction in this matter pursuant to California
10 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code,
11 California Business and Professions Code, and Wage Order No. 4.

12 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that some of
13 the wrongful acts and violations of law asserted herein occurred within Yolo County, and Defendants'
14 obligation to pay wages arose in Yolo County pursuant to *Madera Police Officers Assn. v. City of*
15 *Madera*, 36 Cal.3d 403, 414 (1984).

16 4. Plaintiff sought permission pursuant to California Labor Code section 2699 *et seq.* to
17 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
18 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
19 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
20 ("LWDA") on approximately May 31, 2024. Plaintiff provided facts and legal bases for his claims
21 within the notice to the LWDA on all violations asserted under the PAGA cause of action. Plaintiff also
22 submitted the \$75.00 filing fee. The notice was also sent via certified mail to Defendants on the same
23 day. To date, the LWDA has not provided any response to Plaintiff's notice correspondence.
24 Accordingly, Plaintiff has exhausted all administrative remedies pursuant to the Private Attorneys
25 General Act ("PAGA") and may bring this action on behalf of himself and all similarly situated
26 employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber*
27 *Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees
28

1 include, but is not limited, to the following: all non-exempt employees who have worked, or continue to
2 work, for Defendants in California as hourly, non-exempt employees from May 31, 2023 to the present.

3 **PARTIES**

4 5. RAYMOND BARRERAS is an individual over the age of eighteen (18) and is a resident
5 of the State of California.

6 6. On information and belief, Plaintiff alleges JESSEE HEATING & AIR
7 CONDITIONING is now and/or at all times mentioned in this Complaint was a California Corporation
8 and the owner and operator of an industry, business and/or facility doing business in the State of
9 California.

10 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
11 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
12 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
13 names and capacities of these DOE Defendants when they are ascertained.

14 8. At all times mentioned herein, each Defendant was the agent or employee of each of the
15 other Defendants and was acting within the course and scope of such agency or employment. The
16 Defendants are jointly and severally liable to Plaintiff.

17 9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
18 were members of and/or engaged in a joint employment, joint venture, partnership and common
19 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
20 joint venture, partnership and common enterprise.

21 10. Defendants, and each of them, now and/or at all times mentioned in this Complaint
22 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.
23 Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints,
24 injuries and/or damages alleged in this Complaint.

25 **CLASS ALLEGATIONS**

26 11. Plaintiff brings the First through Eighth Causes of Action on behalf of himself and all
27 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
28 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

1 All non-exempt employees who worked or continue to work for
2 Defendants in California at any time between four (4) years prior to the
filing of this Complaint to the present.

3 12. This action has been brought and may be properly maintained as a class action, pursuant
4 to the provision of California Code of Civil Procedure section 382, because there is a well-defined
5 community of interests in the litigation and the proposed class is easily ascertainable.

6 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
7 is impracticable under the circumstances of this case. While the exact number of class
8 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
9 Defendants have employed as many as fifty (50) individuals falling within the above
10 stated class definition throughout the State of California during the applicable statute of
11 limitations, who were subjected to the policies and practices outlined in this Complaint.
12 As such, joinder of all members of the putative class is not practicable.

13 (b) Common Questions Predominate: Common questions of law and fact exist as to all
14 members of the putative class and predominate over questions that affect only individual
15 members of the class. These common questions of law and fact include, without
16 limitation, the following:

- 17 (1) Whether Defendants maintained accurate payroll records;
- 18 (2) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
19 class members were not paid all overtime wages owed;
- 20 (3) Whether Defendants paid Plaintiff and putative class members for all hours
21 worked;
- 22 (4) Whether Defendants failed to pay meal and rest period premiums for meal and
23 rest period violations;
- 24 (5) Whether Defendants failed to reimburse Plaintiff and putative class members for
25 the use of personal cell phones and personal cars for work purposes;
- 26 (6) Whether as a result of Defendants' policies and practices Plaintiff's and putative
27 class members received all wages, due and owing, at the time of their termination
28 or separation; and

(7) Whether Defendants provided Plaintiff's and putative class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees who were not paid all minimum wages owed, overtime wages owed, meal and rest period premiums, as a result of Defendants' policies and practices resulting in inaccurate wage statements that did not itemize the accurate minimum wages owed, overtime wages owed, meal and rest period premiums. Additionally, Defendants issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. As a result, Plaintiff and each member of the putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiff resided in California and worked for Defendants in California. Moreover, Plaintiff is an adequate representative of the putative class as Plaintiff has no interests that are adverse to those of putative class members. Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by

addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

13. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

14. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 13 as though fully set forth herein.

15. Plaintiff worked for Defendants as an HVAC Service Technician from April 25, 2020, to February 1, 2024.

16. Upon hire, Mr. David Arrs trained Plaintiff on how to fill out his timecard. Plaintiff was instructed to write his hours on a timecard in 15-minute increments. From 2020 to 2022, Plaintiff did not document his actual time worked but did so based on 15-minute increments. For example, if Plaintiff started at 7:06 a.m., he would write 7:00 a.m. on his timecard. If Plaintiff started work at 7:12 a.m., he would then write 7:15 a.m. on his timecard.

17. In addition, Plaintiff was instructed that he should start his day by logging in to the JONAS application. Mr. Arrs provided Plaintiff with a company tablet and instructed him to log-in each morning to the JONAS application to see the scope of work for the day. This application notified Plaintiff if he should start his day at the warehouse or if he should travel directly to the jobsite and notified him of job assignments so he could verify that he had the parts he needed to complete the job. Plaintiff was instructed to log in to the JONAS application every time he started his work truck. Although Plaintiff would write his start-time from the time that he started the application to check his work scope for the day, he later found out (by inquiry) that Defendants did not count that time as hours worked. Defendants would only pay him from the time he arrived at his first jobsite.

18. Plaintiff was also instructed by Mr. Arrs that when he completed his last job, he had to clock out. This meant that sometimes, Plaintiff travelled an additional hour after clocking out.

19. Plaintiff was told that he had to add a 30-minute lunch period to each day worked, regardless of whether he took a 30-minute lunch during the workday. Most workdays, Plaintiff worked

1 through his meal breaks. This led to inaccurate GPS tracking. Plaintiff would write “lunch” on his
2 timecard, but actually continued to work at a jobsite. There are occasions in which his work at the
3 jobsite took more than thirty minutes. Since the GPS did not show a change of location, his manager
4 would mark him for a longer lunch, even up to 1.5 hours, while he worked at a jobsite. Defendants’
5 timecard practices and reliance on GPS led to inaccurate timekeeping.

6 20. Starting in approximately September 2023, Defendants began using GPS to track
7 working hours. During his employment, Plaintiff complained to Mr. Arrs and, later, to human resources
8 personnel regarding missing hours on his timecard. After complaining, Mr. Arrs told him that they
9 would make adjustments on the following paycheck. However, Plaintiff’s following paycheck would
10 also have hours missing. In or about September 2023, Plaintiff started receiving timecards that noted,
11 “This is edited off GPS. Corrections made to match.” Commencing in January 2024, all timesheets had
12 a disclaimer printed on them stating, “Timecard adjusted to agree with GPS.” From September 2023 to
13 termination, Plaintiff’s timesheets contain management notes and scribbles deducting time from his
14 timecard to ‘match’ the GPS entries. Defendants did not provide its employees with copies of the
15 adjusted timecards, so Plaintiff was unaware that management was unilaterally deducting time from his
16 timecard.

17 21. Plaintiff noticed a decrease to his regular paycheck after the GPS time keeping system
18 was implemented. He spoke to Bianca Tudor at human resources and asked how the GPS was being
19 used to determine employee’s hours worked. Bianca responded, “Don’t worry about it. This is for our
20 records.” It was not until Plaintiff ordered a copy of his personnel file in 2024, that he saw that Michelle
21 Cooper and Mr. Tudor were crossing out his timecard entries, initialing the changes, and using solely
22 GPS to track his hours worked.

23 22. There were also occasions in which Plaintiff would arrive to work, per his normal
24 schedule, and he was told that there was no work for him for that day. Usually, it was Ms. Cooper or
25 Ms. Tudor who would notify him that he should not have come in. Plaintiff never received notice that
26 his services were not needed on those days. Defendants did not provide Plaintiff with reporting time pay
27 when Plaintiff showed up and this occurred.
28

1 23. Plaintiff usually took his lunch while driving from one jobsite to another and typically ate
2 his lunch after completing his fifth hour of work. Plaintiff estimates that he only took about 3 or 4
3 completely free 30-minute meal breaks during his employment and these instances only occurred due to
4 family issues or pre-scheduled appointments. Defendants did not have set hours for meal breaks.

5 24. During his employment, Ms. Tudor, Ms. Cooper and Mr. Arrs told Plaintiff to make sure
6 that his timecard showed a lunchtime every day. Plaintiff told Ms. Cooper, Ms. Tudor, and Mr. Arrs
7 that sometimes he could not take a break. They each responded similarly, “just put it on the timecard.”
8 One of the three said, “If you do not put the lunchbreak on your timecard, you will not be working here
9 much longer. We don’t tolerate that here.” On the few occasions when Plaintiff decided not to write a
10 lunch entry because he did not take a lunch, Ms. Tudor or Ms. Cooper would call him to their office to
11 notify him that he was required to add an artificial lunch entry for 30 minutes to each day worked.

12 25. Plaintiff was also not made aware that he could take ten-minute rest breaks for every four
13 hours worked. Defendants never told him that he was permitted to take a ten-minute rest break.
14 Plaintiff worked every day of his employment without a designated ten-minute duty-free rest break.

15 26. During Plaintiff’s employment there were also times Plaintiff showed up to scheduled
16 jobs only to find out that there was no work for him. Defendants refused to pay Plaintiff reporting time
17 pay when this occurred. Plaintiff complained about this and demanded that they pay him.

18 27. Upon hire, Defendants offered a bonus plan or incentive plan that offered a four percent
19 (of the total sale price) bonus to each employee that sold an air conditioning unit. Plaintiff and similarly
20 situated employees often sold units and sporadically received sale bonuses on their paychecks. These
21 sales bonuses were not included in calculating the regular rate of pay for overtime or for sick leave pay.

22 28. Plaintiff also had to use his personal computer to look up parts. Defendants had
23 knowledge that Plaintiff was working during off hours and was not being paid his regular rate of pay or
24 being reimbursed for expenses. The first few weeks of his employment, Plaintiff failed to receive
25 reimbursement for personal vehicle use or phone use (he later received a company car and phone).

26 29. Plaintiff’s paystubs show the employer entity as “Jesse Heating & AC”. However, this
27 entity does not exist in a business search in the California Secretary of State website. Plaintiff contends
28 that the listed entity on Plaintiff’s paystubs is invalid and incorrect.

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **FAILURE TO PAY OVERTIME WAGES**
4 **(As to all Defendants)**

5 30. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 28 as though fully
6 set forth herein.

7 31. During the period Plaintiff was employed by Defendants, Defendants were required to
8 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
9 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
10 hours worked in excess of twelve (12) hours per day. *See, e.g.*, IWC Wage Order No. Four, section
11 (3)(A); Cal. Lab. Code §§ 510, 1194.

12 32. Plaintiff worked in excess of eight (8) hours per day and/or forty (40) hours per week on
13 several occasions while employed by Defendants. However, Defendants failed to compensate Plaintiff
14 for all overtime hours worked at the regular rate of pay.

15 33. Plaintiff was not exempt from overtime protections under the California Wage Orders
16 and Labor Code.

17 34. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
18 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
19 the extent pertinent as if set forth here in full.

20 **SECOND CAUSE OF ACTION**
21 **FAILURE TO PAY MINIMUM WAGES**
22 **(As to all Defendants)**

23 35. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 33 as though fully
24 set forth herein.

25 36. For the period preceding the filing of this Complaint, Defendants were required to
26 compensate Plaintiff with at least California's applicable minimum for every hour worked. *See MW-*
27 *Order 2019; IWC Wage Order, No. Four, section 4(A); Cal. Lab. Code § 1194.*

28 37. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants were aware of
their obligation to pay the minimum wage for each hour worked but failed to do so.

1 38. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees
2 have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to
3 the extent pertinent as if set forth here in full.

4 **THIRD CAUSE OF ACTION**
5 **MEAL PERIOD VIOLATIONS**
6 **(As to all Defendants)**

7 39. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 37 as though fully
8 set forth herein.

9 40. An employer must provide an employee a meal period in accordance with the applicable
10 Wage Order, and California Labor Code sections 226.7 and 512.

11 41. California Labor Code sections 226.7 and 512 and IWC Wage Order No. Four, section
12 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes
13 for each work period of more than five (5) hours.

14 42. California Labor Code section 512 and Wage Order No. Four section 11(B) further
15 provide that employers may not employ employees for a work period for more than ten (10) hours per
16 day without providing the employee with a second meal period of at least thirty (30) minutes. However,
17 if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so
18 long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at
19 their regular rate of compensation for each meal period not provided.

20 43. Defendants employed Plaintiff for periods of more than five (5) hours without providing
21 meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when
22 Plaintiff worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff to take their
23 first meal period before the completion of their fifth hour of work and failed to allow Plaintiff to take
24 their second meal period before the completion of their tenth hour of work. Plaintiff did not waive their
25 rights to all meal periods throughout their employment.

26 44. Defendants further failed to pay Plaintiff the applicable meal period premiums for any
27 such missed meal periods.
28

45. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

46. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 44 as though fully set forth herein.

47. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

48. California Labor Code section 226.7 and Wage Order No. Four, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

49. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

50. Defendants further failed to pay Plaintiff the applicable rest period premiums for any such missed rest periods.

51. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

52. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 50 as though fully set forth herein.

53. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or

any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

54. Plaintiff allege(s) that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked, and corresponding rates of pay, and gross and net wages earned. The paystubs also did not accurately itemize Plaintiff's total hours worked due to Defendants' practice and polity that resulted in off-the-clock work. Plaintiff was not able to promptly and easily determine his total hours worked from paystubs alone. Additionally, Plaintiff suffered confusion over whether all wages owed were received and was prevented from effectively challenging information on wage statements.

55. Plaintiff's listed entity name of "Jesse Heating & AC" is not the correct name for Defendants.

56. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

57. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 56 as though fully set forth herein.

58. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

59. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

60. Plaintiff did not receive all wages, including minimum and overtime wages and meal and rest period premiums at his termination, or within the required time after their separation from employment.

61. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

62. Defendants knew of their obligation to pay Plaintiff's his final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff was not paid for all regular and overtime hours worked as he was not provided with compliant meal and rest breaks and was told to add thirty-minute meal periods whether he received a compliant meal break or not. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

63. As a proximate result of the Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of wages and thereby seek the daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

64. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 63 as though fully set forth herein.

65. California Labor Code section 2802(a) states that “An 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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

66. Defendants required Plaintiff to use his vehicle and cell phone but failed to reimburse for such use. During Plaintiff's first three weeks of employment, Plaintiff used his own vehicle and cell phone to complete job assignments. He was told that he would be reimbursed for those items but never received reimbursement.

67. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

EIGHTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to All Defendants)

68. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 67 as though fully set forth herein.

69. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See California Business and Professions (“B&P”) Code § 17200.*

70. Plaintiff was not paid all wages owed, including minimum and overtime wages and meal and rest period premiums, or reimbursed for business expenses, during his employment or any time thereafter.

71. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

72. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to

1 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
2 sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an
3 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

4
5 **NINTH CAUSE OF ACTION**
6 **PRIVATE ATTORNEY GENERAL ACT**
7 **(As to all Defendants)**

8 73. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 72 as though fully
9 set forth herein.

10 74. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
11 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated
12 current and former employees:

- 13 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 4, § 3 (Failure to Pay Overtime
14 Wages)
- 15 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 4, § 4 (Failure to Pay Minimum
16 Wages)
- 17 • Violation of Labor Code §§ 221, 223, 225 (Failure to Pay Contract Wages and Unlawful
18 Deductions)
- 19 • Violation of Labor Code §§ 226.7, 512 and Wage Order No. 4, §§ 11(A) and 11(B) (Failure
20 to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 21 • Violation of Labor Code § 226.7 and Wage Order No. 4, § 12(A) and 12(B) (Failure to
22 Provide Rest Periods or Pay Premiums in Lieu Thereof)
- 23 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 24 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 25 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 26 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in
27 Any Industrial Welfare Commission Order)
- 28 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

- Violation of Wage Order No. 4, § 5(A) (Failure to Pay Reporting Time Pay)

75. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

76. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

77. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

1
2 5. As to the Fourth Cause of Action:

- 3 a. Wages in an amount to be proven at trial;
4 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
5 section 1021.5;

6 6. As to the Fifth Cause of Action:

- 7 a. Penalties as provided for in Labor Code section 226, including the greater of all
8 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
9 violation occurred and one hundred dollars (\$100.00) per employee for each
10 violation in the subsequent pay periods, but not to exceed four thousand dollars
11 (\$4,000.00);
12 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
13 226(e);

14 7. As to the Seventh Cause of Action:

- 15 a. An amount to be proven at trial;
16 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

17 8. As to the Ninth Cause of Action

- 18 a. For civil penalties as provided in the Labor Code for each enumerated
19 violation;
20 b. For those Labor Code sections where there is no civil penalty provided for their
21 violation, the default penalty provided in Labor Code section 2699(f): for any
22 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
23 period; For any subsequent violation, two hundred dollars (\$200) for each
24 aggrieved employee per pay period;
25 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
26 d. For any other remedies as allowed by law and/or deemed appropriate by the
27 Court;
28

- 1 9. For such other and further relief as this Court may deem just and proper,
2 including, but not limited to:
3 a. Wages as proved at trial;
4 b. Injunctive and Declaratory relief;
5 c. Attorney's fees and costs as provided for by law; and
6 d. Interest.

7
8 Dated: August 20, 2024

Shimoda & Rodriguez Law, PC

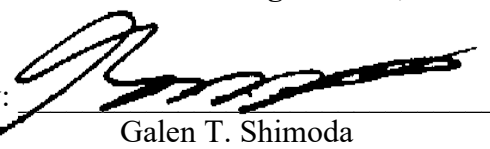
9
10 By: 
11 Galen T. Shimoda
12 Justin P. Rodriguez
13 Attorneys for Plaintiff

Exhibit C



Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

May 31, 2024

For Online Filing:

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

Re: *Barreras v. Jessee Heating & Air Conditioning*

Dear Labor Commissioner,

As counsel for Raymond Barreras (“Plaintiff”), I am writing to provide you and the following “employers” notice pursuant to California Labor Code section 2699.3:

Jessee Heating & Air Conditioning
3025 Southgate Lane
Chico, California 95928

Jessee Heating & AC
3025 Southgate Lane
Chico, California 95928

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Jessee Heating & Air Conditioning and Jessee Heating & AC (“Defendants”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: All nonexempt employees who have or continue to work for Defendant in California. Plaintiff is entitled to bring a Private Attorneys General Act (“PAGA”) claim for civil penalties on behalf of these individuals pursuant to *Huff v. Securitas Security Services USA, Inc.*, 23 Cal.App.5th 745, 757 (2018) (finding a plaintiff has PAGA standing if affected by one of the alleged violations; the plaintiff need not have personally experienced all the violations pursued in PAGA action).

A. FACTS

Mr. Barreras worked for Defendants as an HVAC Service Technician from April 25, 2020 to February 1, 2024.



Upon hire, Mr. David Arrs trained Mr. Barreras on how to fill out his timecard. Mr. Barreras was instructed to write his hours on a timecard in 15-minute increments. From 2020 to 2022, Mr. Barreras did not document his actual time worked but did so based on 15-minute increments. For example, if Mr. Barreras started at 7:06 a.m., he would write 7:00 a.m. on his timecard. If Mr. Barreras started work at 7:12 a.m., he would then write 7:15 a.m. on his timecard.

In addition, Mr. Barreras was instructed that he should start his day by logging in to the JONAS application. Mr. Arrs provided Mr. Barreras with a company tablet and instructed him to log-in each morning to the JONAS application to see the scope of work for the day. This application notified Mr. Barreras if he should start his day at the warehouse or if he should travel directly to the jobsite and notify him of job assignments so he could verify that he had the parts he needed to complete his job assignments. Mr. Barreras was instructed to log in to the JONAS application every time he started his work truck. Although Mr. Barreras would write his start-time from the time that he started the application to check his work scope for the day, he later found out (by inquiry) that Defendants did not count that time as hours worked. Defendants would only pay him from the time he arrived at his first jobsite.

Mr. Barreras was also instructed by Mr. Arrs that when he completed his last job, he had to clock out. This meant that sometimes, Mr. Barreras travelled an additional hour after clocking out.

Mr. Barreras was told that he had to add a 30-minute lunch period to each day worked, regardless of whether he took a 30-minute lunch during the workday. Most workdays, Mr. Barreras worked through his meal breaks. This led to inaccurate GPS tracking. Mr. Barreras would write “lunch” on his timecard, but actually continued to work at a jobsite. There are occasions in which his work at the jobsite took more than thirty minutes. Since the GPS did not show a change of location, his manager would mark him for a longer lunch, even up to 1.5 hours, while he worked at a jobsite. Defendants’ timecard practices and reliance on GPS led to inaccurate timekeeping.

From approximately September 2023, Defendants began using GPS to track working hours. During the course of his employment, Mr. Barreras complained to Mr. Arrs and, later, to human resources associates regarding missing hours on his timecard. After complaining, Mr. Arrs told him that they would make adjustments on the following paycheck. However, his following paycheck would also have hours missing. In or about September 2023, Mr. Barreras started receiving timecards that noted, “This is edited off GPS. Corrections made to match.” Commencing in January 2024, all timesheets had a disclaimer printed on them stating, “Timecard adjusted to agree with GPS.” From September 2023 to termination, Mr. Barreras’ timesheets contain management notes and scribbles deducting time from his timecard to match the GPS entries. Defendants did not provide its employees with copies of the adjusted timecards



so Mr. Barreras was unaware that management was unilaterally deducting time from his timecard.

Mr. Barreras did notice a decrease to his regular paycheck after this GPS time keeping system was implemented. He spoke to Bianca Tudor at human resources and asked how the GPS was being used to determine their hours worked. Bianca responded, "Don't worry about it. This is for our records." It was not until Mr. Barreras ordered a copy of his personnel file in 2024, that he saw that Michelle Cooper and Mr. Tudor were crossing out his timecard entries, initialing the changes, and using solely GPS to track his hours worked.

There were also occasions in which Mr. Barreras would arrive to work, per his normal schedule, and be told that there was no work for him for that day. Usually, it was Ms. Cooper or Ms. Tudor who would notify that he should not have come in though he did not receive notice that his services were not needed on that workday. Defendants did not provide reporting time pay.

Mr. Barreras typically took his lunch while driving from one jobsite to another and typically ate his lunch after completing his fifth hour of work. Mr. Barreras estimates that he only took about 3 or 4 completely free 30-minute meal breaks during his employment on occasions where he made special arrangements to take a lunch due to family issues or appointments. Defendants did not have set hours for meal breaks. During his employment, Ms. Tudor, Ms. Cooper and Mr. Arrs told Mr. Barreras to make sure that his timecard showed a lunchtime every day. Mr. Barreras told Ms. Cooper, Ms. Tudor, and Mr. Arrs that sometimes he could not take a break. They each responded similarly, "just put it on the timecard." One of the three said, "If you do not put the lunchbreak on your timecard, you will not be longer working here. We don't tolerate that here." On the few occasion when Mr. Barreras decided not to write a lunch entry because he did not take a lunch, either Ms. Tudor or Ms. Cooper would call him to their office to notify him that he was required to add an artificial lunch entry for 30 minutes to each day worked.

Likewise, Mr. Barreras was not aware that he could take ten-minute rest breaks for every four hours worked. Defendants never told him that he could take ten-minute rest break. Mr. Barreras just worked through his day without a true ten-minute duty-free rest break.

There were times Mr. Barreras showed up to scheduled jobs only to find out that there was no work for him. Defendants refused to pay reporting time pay. Mr. Barreras complained about this and demanded that they pay him.

Upon hire, Defendants offered a bonus plan or incentive plan that offered a four percent (of the total sale price) bonus to each employee that sold an air conditioning unit. Mr. Barreras and similarly situated employees often sold units and sporadically received some sale bonuses.



However, these sale bonuses were not included the regular rate of pay for overtime or for sick leave pay.

There were times when Mr. Barreras had to use his personal computer to look up parts. Defendants had knowledge that Mr. Barreras was working during off hours without being paid his regular rate of pay or without reimbursement for expenses. The first few weeks of his employment, Mr. Barreras failed to receive reimbursement for personal vehicle use or phone use (he later received a company car and phone).

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 16, § 4 (Failure to Pay Minimum Wages)

During the period Mr. Barreras and Aggrieved Employees were employed by Defendants they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.*, IWC Wage Order MW-2019; IWC Wage Order No. 4 § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did not pay Mr. Barreras and Aggrieved Employees for all hours worked. Thus, Mr. Barreras and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count 2 – Violation of Labor Code §§ 510, 1194; IWC Wage Order Four, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Mr. Barreras and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Mr. Barreras and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

//
//
//



Count 3 – Violation of Labor Code §§ 221, 223, 225 (Failure to Pay Contract Wages and Unlawful Deductions)

Labor Code section 221 states that “[it] 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.” Labor Code section 223 prohibits employers from paying an employee less than a contractually obligated amount. As stated above, Defendants deducted wages owed to Mr. Barreras and Aggrieved Employees, failing to pay them their contracted pay for all hours worked. This was against the law.

Count 4 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. Four, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. Four, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. Four, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Mr. Barreras and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendants also failed to pay any meal period premiums for their failure to provide meal periods. This was in violation of the law.

Count 5 – Violation of Labor Code § 226.7 and Wage Order No. Four, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. Four, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Mr. Barreras and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendants also failed to pay any rest period premiums for their failure to provide rest periods. This was in violation of the law.

Count 6 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on



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

Defendants’ wage statements do not include an hourly rate or overtime rate. For the reasons stated above, Defendants failed to comply with these requirements with respect to Mr. Barreras and Aggrieved Employees. This is in violation of the law.

Count 7– Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including non-productive time, meal and rest period violations, and overtime, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Mr. Barreras and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 8 – Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

Labor Code section 2802(a) states that “An 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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Defendants failed to pay any reimbursements for the use of his personal computer and Internet. During the first three weeks of employment, Mr. Barreras used his personal vehicle and personal cellphone to perform all job duties without reimbursement from Defendants. This was in violation of the law.

Count 9 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf on an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1193.6, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendants agents, violated Mr. Barreras and Aggrieved Employees’ rights provided for under Labor Code sections 558 and 558.1 as well as the incorporated Wage Orders and incorporated



statutes therein. Mr. David Arrs, Michelle Cooper and Bianca Tudor were officers, directors, shareholders, and/or managing agents of Defendants responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count 10 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendants failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Mr. Barreras and Aggrieved Employees' wage records and hours worked. This was against the law.

Count 11 – Violation of IWC Wage Order No. 4 § 5(A) (Failure to Pay Reporting Time Pay)

Reporting time pay must be paid for "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." IWC Wage Order No. 4 § 5(A). Defendant failed to pay reporting time pay.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Very truly yours,

Shimoda & Rodriguez Law, PC

By: 
Galen T. Shimoda

GTS/jl
cc: Client via e-mail

Exhibit D

Date	Description	Amount
5/31/2024	Certified Mail - PAGA Letters to Employers (2)	\$17.86
5/31/2024	Payment to LWDA - PAGA Filing Fee	\$75.00
8/21/2024	One Legal Filing/Service Fee -E-filing Charge	\$13.85
8/21/2024	Administration/Copy Fee - Class Action - Phone, Fax, Scan, Copying, Westlaw Legal Research Fees	\$500.00
8/22/2024	One Legal Filing/Service Fee-first paper file, cover sheet, summons order 23572065	\$1,496.58
9/5/2024	One Legal - Service of Process to Defendant 23652025	\$141.56
9/6/2024	One Legal Filing/Service Fee- Proof of Service 23677204	\$19.25
10/29/2024	One Legal Filing/Service Fee- Peremptory Challenge 24029069	\$19.31
11/1/2024	One Legal Filing/Service Fee - Application to Appear Pro Has Vice 24064796	\$536.59
11/4/2024	One Legal Filing/Service Fee - Stipulation 24017105	\$40.99
12/11/2024	One Legal Filing/Service Fee- Supplemental filing Re: Pro Hac Vice Application	\$19.31
12/20/2024	One Legal Filing/Service Fee - Case Management Statement 24369290	\$21.17
1/29/2025	Mediation - Mediator Fee	\$4,200.00
6/7/2025	One Legal Filing/Service Fee - Notice of Association of Counsel	\$23.43
6/30/2025	One Legal Filing/Service Fee - Case Management Statement	\$23.43
8/5/2025	One Legal Filing/Service Fee- Motion for Preliminary Approval	\$86.41
8/5/2025	One Legal Filing/Service Fee- Supp. Decl. Re: Motion for Preliminary Approval & Amended Order	\$23.43
Anticipated	One Legal Filing/Service Fee - Motion for Final Approval	\$125.00
Anticipated	One Legal Filing/Service Fee - Notice of Entry Re Final Approval Order	\$25.00
Anticipated	One Legal Filing/Service Fee - Compliance Declaration	\$25.00

Total: \$7,433.17

Exhibit E

Exhibit F

TASK CATEGORY				GTS	JPR	AS
<u>Pre-filing investigation, Pleadings, Admin Exhaustion, and Related Law & Motion.</u> Includes time spent during initial client meetings and review of claims and documents; Pre-filing investigation/research; Review of payroll records and prior filings against Defendant; Drafting pleadings, notices, administrative filings; Reviewing and responding to pleadings and Court filings; Legal research and drafting for peremptory challenge; Legal research and drafting for pro hac vice application; Attending hearings and related meet and confer regarding same; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.				40.3	13.7	3.6
<u>Case Review, Management, Strategy Meetings, Dispositive Motions.</u> Includes time spent discussing general plan of action updates and strategies in weekly meetings; Research and analysis regarding claim elements and issues affecting representative litigation; Preparing for case management conferences and related meet/confer, drafting of statements, and attendance for hearings; Reviewing minute orders and general correspondence from the Court regarding case management and assignments; Research regarding certification; Research/monitoring for potential other filed cases and potential overlap in claims; Research regarding trial plan and discovery schedule; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.				9.8	12.3	16
<u>Discovery (Pre-Mediation/Non-Mediation Related), Related Law & Motion, and Hearings.</u> Includes time spent preparing discovery requests, Belaire Notice, and Protective Order; Research regarding discovery issues and objections; Reviewing discovery responses, related meet and confer; Document review and analysis; Review of GPS Records and location/time comparisons; Review public records requests regarding prior labor commissioner filings, Dept. of Labor enforcement actions, and prior wage and hour lawsuits; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.				14.8	15.6	14.1
<u>Discovery / Investigation for Mediation.</u> Includes time spent preparing and performing data analysis based on time records, payroll records, and GPS records; Perform damages analysis; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.				7.6	32.5	13.9
<u>Mediation / Settlement Conference / Direct Negotiations.</u> Includes time spent drafting/revising mediation brief and accompanying exhibits; Drafting pocket briefs; Review documents productions for potential exhibits; Preparing for and attending mediation; Pre-mediation calls/correspondence with mediator; Legal research relating to issues raised at mediation; Direct negotiations with opposing counsel after mediation; Preparing working draft of MOU; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.				37.2	28.1	32.6
<u>Drafting Settlement Agreements.</u> Includes time spent preparing long form agreement and exhibits, revisions relating thereto; Research regarding any approval procedures or issues regarding disputed terms; Solicit and review settlement administrator bids; Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same.				12.1	8.9	19.4
<u>Settlement Approval and Administration.</u> Includes time spent drafting motion for preliminary approval and supporting declarations and order; Class data and settlement calculation review; Speaking with Settlement Administrator regarding calculations, distributions, and final approval logistics; Review/revise class notice to conform with Court's orders; Review weekly reports from Settlement Administrator; Respond to Class Member calls and inquiries regarding the settlement; Draft motion for final approval and supporting declarations, review and finalize exhibits relating thereto; Legal research regarding approval issues. Communications with opposing counsel regarding same, internal communications regarding same, and communications with client regarding same. Includes estimated 10 hours for J. Rodriguez and 10 hours for A. Sork supervising final distributions and compliance with Court final approval order and attending compliance hearings.				6.5	27.1	38.5
TOTAL				128.3	138.2	138.1

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Austin D. Sork (Cal. State Bar No. 360918)
3 **Shimoda & Rodriguez Law, PC**
9401 East Stockton Boulevard, Suite 120
4 Elk Grove, CA 95624
Telephone: (916) 525-0716
5 Facsimile: (916) 760-3733
Email: attorney@shimodalaw.com
6 jrodriguez@shimodalaw.com
rkonini@shimodalaw.com
7 asork@shimodalaw.com

8 Attorneys for Plaintiff RAYMOND BARRERAS
individually and on behalf of similarly situated employees
9

10 **SUPERIOR COURT OF CALIFORNIA**

11 **FOR THE COUNTY OF YOLO**

12 RAYMOND BARRERAS, individually and
13 on behalf of all other similarly situated
14 employees,

15 Plaintiff,

16 vs.

17 JESSEE HEATING & AIR CONDITIONING,
18 a California Corporation; and DOES 1 to 100,
19 inclusive,

20 Defendants.
21
22
23
24

Case No. CV2024-2137

Assigned for All Purposes To:
Hon. Samuel T. McAdam
Department 14

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: November 20, 2025
Time: 9:00 a.m.
Dept.: 14
Judge: Hon. Samuel T. McAdam

Filed: August 21, 2024
Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Final Approval of Class Action and PAGA Settlement (“Motion”) in the above
3 referenced case came before this Court, on November 20, 2025, at 9:00 a.m., in Department 14 before
4 the Honorable Samuel T. McAdam, presiding. Plaintiff Raymond Barreras (“Plaintiff”) filed this
5 putative class action on August 21, 2024. The operative Complaint alleges that Defendant Jessee
6 Heating & Air Conditioning (“Defendant”), violated California law by failing to pay overtime wages,
7 failing to pay minimum wages, failing to provide meal period or pay premiums in lieu thereof, failing
8 to provide rest periods or pay premiums in lieu thereof, failing to provide accurate wage statements,
9 failing to pay final wages, failing to reimburse expenses, and engaging in unfair competition. Plaintiff
10 has also alleged Defendant is liable for civil penalties under the Private Attorney’s General Act
11 (“PAGA”) based on these violations. Plaintiff sought attorneys’ fees and costs as part of this Action.
12 Defendant denied all of Plaintiff’s claims and denied that this case was appropriate for class treatment.
13 No class has been certified. The class settlement was preliminarily approved by this Court on August
14 28, 2025.

15 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
16 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
17 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
18 (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as set forth
19 in the Agreement. The Court, having received and considered Plaintiff’s Motion for Final Approval of
20 Class Action and PAGA Settlement, the declarations in support, the Agreement, the proposed Notice
21 of Settlement, and other evidence, HEREBY ORDERS AND MAKES DETERMINATIONS AS
22 FOLLOWS:

23 **I. CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF CLASS**
24 **REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

25 The Court finds that certification of the following class for settlement purposes only is
26 appropriate under the California Code of Civil Procedure and related case law:

27 All non-exempt employees who worked or continue to work for Defendant
28 in California at any time between August 21, 2020, up to June 9, 2025.

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

4 For settlement purposes only, the Court finds that Class Members meet the ascertainability and
5 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
6 records, individuals who fall within the definition and the number of Class Members would make
7 joinder impractical. The commonality and predominance requirements are met for settlement purposes
8 since there are questions of law and fact common to Class Members. The common questions of law or
9 fact in this case all stem from Plaintiff's contentions that Defendant caused the violations outlined above
10 by 1) requiring employees to work off-the-clock before their shift, after their shift, and during times they
11 were clocked out for meal periods and unilaterally deducted hours worked from employees' timecards
12 based on inaccurate GPS records, resulting in unpaid minimum wages and overtime, 2) engaging in
13 unlawful rounding of employees' hours worked, 3) failing to properly calculate the regular rate of pay
14 for premium wage payments, including overtime, sick leave, reporting time pay, and meal and rest
15 period premiums, 4) not authorizing and permitting employees to take all meal and rest periods owed to
16 them, 5) failing to reimburse employees for the use of their personal vehicles, cell phones, and home
17 internet, and 6) issuing inaccurate and incomplete wage statements. The PAGA, waiting time penalty,
18 wage statement violation, and unfair competition claims also derive from these violations.
19 Additionally, Class Members seek the same remedies under state law. The typicality requirement for
20 settlement purposes is also satisfied since the claims of the Class Representative is based on the same
21 facts and legal theories as those applicable to the Class Members.

22 The Court also finds that certifying the settlement class is required to avoid each Class Member
23 from litigating similar claims individually. This Settlement will achieve economies of scale for Class
24 Members with relatively small individual claims and conserve the resources of the judicial system.

25 The Court finds that Plaintiff Raymond Barreras and Plaintiff's counsel, Galen T. Shimoda,
26 Justin P. Rodriguez, and Austin Sork of Shimoda & Rodriguez Law, PC, to be adequate representatives
27 of the settlement class. The Court appoints them as Class Representative and Class Counsel,
28 respectively.

II. APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has again reviewed the preliminarily approved Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds that the Settlement is fair, reasonable, and adequate and falls within a range of reasonableness for a settlement that could ultimately be given final approval by this Court. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court also acknowledges that Class Members were able to object to the Agreement and its terms through the administration process and at a fairness hearing or opt-out of being bound by the preliminarily approved Agreement.

No objections were made by Class Members and no Class Members opted out of the settlement. Because the Court finds the Parties' settlement to have been agreed upon only after an extensive investigation and arms-length negotiations, and in an attempt to avoid further delays and costs, the Court gives final approval to the Agreement and all terms therein as if stated here in full, including the \$700,000 Gross Settlement Amount.

The Court approves of the Forty Thousand Dollars and Zero Cents (\$40,000) PAGA Payment, which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement Amount, to resolve the alleged PAGA claims. Seventy-Five percent (75%) of the PAGA Payment will be paid to the Labor and Workforce Development Agency ("LWDA") and Twenty-Five percent (25%) will be paid to Aggrieved Employees on a pro rata basis as described in the Agreement. The Court also finds that based on the facts of this case and the disputed issues, the Agreement provides a recovery that creates an effective, substantial deterrent to any potential future non-compliance, furthering the purpose of the Labor Code and LWDA.

The Court approves of the identified *cy pres* beneficiaries and distribution plan wherein any checks issued to Participating Class Members and/or Aggrieved Employees that are not cashed by the deadline to do so shall be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers' Rights. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718 (2006). No portion of the Gross Settlement Amount will revert to Defendant for any reason.

1 The releases and waivers for Class Members who do not opt out of being bound by the
2 Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representative are
3 also approved by the Court as set forth in the Agreement.

4 Class Counsel sought an award of attorneys' fees of \$245,000, attorney's costs of \$7,433.17, an
5 Enhancement Payment to the Class Representative in the amount of \$10,000, and for Settlement
6 Administrator Costs in the amount of \$9,350. Defendant does not oppose these requests. The Notice of
7 Settlement sent to Class Members included information regarding these amounts and that they would be
8 requested in connection with final approval of the Agreement. Class Members have been given the
9 opportunity to object to these amounts and no objections have been submitted in any respect whatsoever.
10 The Court has reviewed the evidence submitted by Class Counsel regarding their hourly rates, including
11 prior fee awards in Sacramento County Superior Court at the requested rates, and the amount of time
12 expended in the litigation for the benefit of Class Members. The Court finds that the rates requested and
13 hours expended are reasonable. The Court has also reviewed the updated itemized costs submitted by
14 Class Counsel, the information provided by the Class Representative regarding the efforts and burdens
15 undertaken for the benefit of the class, and the cost information provided by the Settlement
16 Administrator in its declaration. The Court finds that these amounts requested for attorneys' fees and
17 costs, the Enhancement Payment, and the Settlement Administrator Costs are fair and reasonable, and
18 awarded as requested and deducted from the gross settlement amount. This finding is further supported
19 by the lack of objection by Class Members to these amounts. The difference between the actual
20 attorney's costs and Settlement Administrator Costs awarded and the originally allocated \$10,000 for
21 each payment will be added to the Net Settlement Amount pursuant to the terms of the Agreement.

22 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR** 23 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

24 The Court finds that the Notice of Settlement, attached as Exhibit A to the Declaration of Garvin
25 Brown and incorporated by reference, fairly and adequately advised Class Members of the terms of the
26 Agreement, the rights being waived, their right to opt out, the ability to dispute the number of
27 workweeks worked during the Class Period, their pro rata share of the Net Settlement Amount, how to
28 participate in the settlement, how to file documentation in opposition to the proposed settlement, and

when to appear at the fairness hearing. The Court further finds that the Notice of Settlement and proposed distribution of such notice by first class mail to each identified Class Member at his or her most recent address based on a National Change of Address database search from the Class Members' last known address and a skip trace on any Class Members who have the Notice of Settlement returned as "undeliverable" or "not at this address" comported with all constitutional requirements, including those of due process.

IV. IMPLEMENTATION SCHEDULE

Accordingly, with good cause shown, the Court hereby approves and orders that the following implementation schedule be adhered to:

Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or Aggrieved Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Gross Settlement Amount Funding Schedule	As set forth in Sections 5.1.1 through 5.1.5 of the Agreement
Last day for Settlement Administrator to deliver first disbursement of Class Counsel's attorney's fees and costs, Enhancement Payment, Settlement Administrator Costs, and payment to Participating Class Members as set forth in Section 7.9 of the Agreement	Within fourteen (14) calendar days after the Effective Date or December 15, 2025, whichever is later
Last day for Settlement Administrator to deliver second disbursement for PAGA Payment, payment to Aggrieved Employees, and remaining amounts owed for Class Counsel's attorney's fees and costs, Enhancement Payment, Settlement Administrator Costs, payment to Participating Class Members as set forth in Section 7.9 of the Agreement	Within seven (7) calendar days after the fourth installment or August 7, 2026, whichever is later
Last day for Participating Class Members and Aggrieved Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and Aggrieved Employees

Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after the settlement check cashing deadline from the second disbursement
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline from the second disbursement

IT IS FURTHER ORDERED that this final approval order is effective as a judgment with each party to bear its own fees and costs outside of what has been ordered herein. This matter is subject to the Court's continuing jurisdiction to monitor and enforce the terms of this order and the approved Agreement.

IT IS SO ORDERED.

Date: _____

By: _____

Judge of the Superior Court