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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.
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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 PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: August 28, 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 August 28, 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, will move for entry of an Order for
5 the following:

- 6 1. Preliminarily certifying the proposed class herein for purposes of settlement;
- 7 2. Preliminarily appointing Plaintiff Raymond Barreras as Class Representative for purposes of
8 settlement;
- 9 3. Preliminarily appointing Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of
10 settlement;
- 11 4. Preliminarily approving the proposed class action and Private Attorney's General Act
12 settlement, in the amount of \$700,000, which is incorporated herein by reference;
- 13 5. Preliminarily approving the appointment of ILYM Group, Inc. as the Settlement
14 Administrator and for payment to ILYM Group, Inc., for administering said class action
15 settlement in an amount not to exceed \$15,000;
- 16 6. Preliminarily approving the settlement of claims under the Private Attorneys General Act for
17 the total amount of \$40,000, 75% of which will be paid to the Labor and Workforce
18 Development Agency and 25% of which will be paid to Aggrieved Employees;
- 19 7. Approving as to form and content the Notice of Settlement, which provides Class Members
20 information regarding the Settlement, their ability to opt out of, or object to, the Settlement,
21 and which provides instruction on how to dispute an individual's settlement allocation under
22 the proposed Settlement;
- 23 8. Approving the proposed procedures to notify the class and determining that they comply with
24 Class Members' due process rights and directing the Notice of Settlement to be sent by first
25 class mail to Class Members;
- 26 9. Directing Defendant to report employment information as set forth in the Agreement to the
27 Settlement Administrator to administer the settlement proceeds;
- 28

1 10. Scheduling a fairness hearing on the question of whether the proposed Settlement should be
2 finally approved as fair, reasonable, and adequate;

3 11. Directing that any funds from settlement checks that were not cashed by the check cashing
4 deadline be donated equally, *i.e.* 50/50, to Capital Pro Bono, Inc., and the Center for Workers
5 Rights under the doctrine of *cy pres*; and

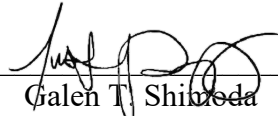
6 12. Preliminarily approving and adopting the Proposed Order and its implementation schedule,
7 which is filed herewith and incorporated by reference.

8 This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
9 2699(l)¹, and California Rules of Court 3.769 and 3.764, on the grounds that the proposed class action
10 and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members
11 and should be approved by the Court. This motion will be based on the notice of motion, memorandum
12 of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of Raymond Barreras,
13 exhibits, the record and files of this case, and any further oral or documentary evidence introduced at the
14 hearing of this motion.

15 **Pursuant to Local Rule 11.2, the court will issue a tentative ruling on the merits of the matter by**
16 **3:00 p.m. on the court day before the hearing. The tentative rulings are available by phone at**
17 **(530) 406-6806 and on the Court's web site after 3:00 p.m. The tentative ruling shall become the**
18 **ruling of the court, unless a party desiring to be heard so advises the courtroom clerk of the**
19 **designated department no later than 4:00 p.m. on the court day preceding the hearing, and**
20 **further advises the courtroom clerk that such party has notified the other party(s) of its intention**
21 **to appear.**

22 Dated: August 4, 2025

Shimoda & Rodriguez Law, PC

23 By: 
24 Galen T. Shimoda
25 Justin P. Rodriguez
26 Renald Konini
27 Austin D. Sork
28 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.

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8 Attorneys for Plaintiff RAYMOND BARRERAS
individually and on behalf of similarly situated employees
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10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF YOLO**
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13 RAYMOND BARRERAS, individually and
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15 Plaintiff,

16 vs.
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18 JESSEE HEATING & AIR CONDITIONING,
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19 inclusive,

20 Defendants.
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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 PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: August 28, 2025
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I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiff Raymond Barreras (“Plaintiff”) seeks preliminary approval of a non-reversionary wage and hour class action and Private Attorneys General Act (“PAGA”) settlement in the gross amount of \$700,000. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release [“Agreement”]). Plaintiff brought this class action individually and on behalf of similarly situated employees who worked for Defendant Jessee Heating & Air Conditioning, (“Defendant”) (Plaintiff and Defendant sometimes collectively referred to as the “Parties”). *See generally* Exhibit B (Plaintiff’s Operative Complaint). There are approximately 170 Class Members.

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

It is well within the discretion of this Court to grant preliminary approval of the Agreement as it satisfies all applicable criteria under California law. Accordingly, Plaintiff is requesting that the Court:

(1) certify the proposed settlement class on a preliminary and conditional basis; (2) grant preliminary and conditional approval of the proposed Agreement (Exhibit A); (3) approve the form and content of the Notice of Settlement (Exhibit F) and the method for providing notice to Class Members as set forth in the Agreement; and (4) adopt the implementation schedule contained in the proposed order.

II. PROCEDURAL AND LITIGATION HISTORY

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

III. INVESTIGATION AND DISCOVERY CONDUCTED

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

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 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.

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 170 Class Members and 99 Aggrieved Employees. *See id.*

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.

4. Subject to Court approval, the Parties have selected ILYM Group, Inc. to act as the Settlement Administrator, who has provided a maximum cost estimate of \$9,350. *See* Exhibit D (ILYM Group, Inc., Bid); Exhibit A, ¶ 1.33; Decl. Rodriguez, ¶ 20.

1 5. The Parties agree that \$40,000 of the Gross Settlement Amount shall be allocated to
2 resolving claims under the PAGA. Seventy-Five percent (75%) of the PAGA Payment will be paid to
3 the LWDA and Twenty-Five percent (25%) will be paid to Aggrieved Employees. *See* Exhibit A, ¶
4 5.5. Given the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts
5 by Defendant to maintain compliant policies and take corrective action, the presence of what may likely
6 be deemed good faith disputes, and the Court's discretion to reduce any penalty award, the \$40,000
7 PAGA Payment allocation represents a meaningful settlement aimed at deterring non-compliance given
8 the facts of this case. *See* Decl. Rodriguez, ¶¶ 10-11; *see also Nordstrom Com. Cases*, 186 Cal.App.4th
9 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on their being
10 disputed and being part of a class settlement which was evaluated based on the terms of the agreement
11 overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting
12 cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*,
13 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total
14 estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D.
15 Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure was
16 approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc'ns California,*
17 *LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in
18 \$275,000 settlement); *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving
19 \$2,500 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford*
20 *Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in
21 \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D. Cal. 2010);
22 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA
23 allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017)
24 (approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to California
25 class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated potential
26 value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving
27 \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL
28 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund); *Chu v.*

1 *Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from
2 \$6,900,000 settlement fund).

3 6. The Parties agree that up to thirty-five percent (35%) of the Gross Settlement Amount
4 (\$245,000) will be paid for Plaintiff's attorneys' fees incurred in the litigation of this case. Defendant
5 will not oppose any application for attorneys' fees so long as it is within this threshold. *See id.* at ¶ 5.2.
6 Additionally, the Parties agree that Plaintiff will also be entitled to the actual litigation costs as
7 approved by the Court in an amount not to exceed \$12,500. *See id.* The proposed notice to be sent to
8 Class Members will state this information. *See* Exhibit F.

9 7. Any amounts allocated under the Agreement for Settlement Administrator Costs, any
10 Enhancement Payment, and attorney's fees and costs that are not ultimately awarded by the Court will
11 remain part of the Net Settlement Amount and be paid out to Participating Class Members on a pro rata
12 basis as set forth in the Agreement. *See* Exhibit A, ¶¶ 5.1-5.5, 5.8. These amounts will be paid out
13 from the Gross Settlement Amount, not in addition to the Gross Settlement Amount. *See* Exhibit A, ¶¶
14 5.1-5.5.

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

19 9. For any portion of the Net Settlement Amount or PAGA Payment allocated to
20 Participating Class Members and/or Aggrieved Employees that is not claimed by them by cashing their
21 respective settlement checks within 180 calendar days of issuance, that remaining amount shall be
22 donated equally, *i.e.*, 50/50 to Capital Pro Bono, Inc., and the Center for Workers' Rights under the
23 doctrine of *cy pres*. *See* Exhibit A, ¶ 5.6. Because the Agreement provides for the distribution of all
24 funds such that there is no residue, the provisions of California Civil Procedure Code section 384 are
25 inapplicable. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006). The designated
26 beneficiaries clearly promote the law consistent with the objectives and purposes underlying the lawsuit
27 as they are non-profits aimed at assisting employees with wage and hour claims who cannot afford
28

1 legal representation, including providing representation for employees in wage claims before the
2 California Labor Commissioner. *See id.* at 722-724; *see also* Decl. Rodriguez, ¶¶ 23-28.

3 **c. Allocation of Settlement Funds**

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

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

20 **V. THE PROPOSED PROCEDURES TO NOTIFY CLASS MEMBERS SATISFY DUE**
21 **PROCESS AS THEY PROVIDE THE BEST NOTICE PRACTICABLE UNDER THE**
22 **CIRCUMSTANCES**

23 It is not required that Class Members be given actual notice of a class settlement; instead, the
24 best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d
25 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017);
26 *Walsh v. CorePower Yoga LLC*, 2017 WL 4390168, *5 (N.D. Cal. 2017); *Wright v. Linkus Enters.*, 259
27 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court
28 rejected a class member's argument that he had not received due process because he did not receive
notice until after the opt out period, finding that, so long as the notice process utilized is the best

1 practicable under the circumstances, due process is satisfied even if there is no actual receipt of the
2 notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. Conagra Foods,*
3 *Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any potential for undeliverable notice mailings, the
4 Court in *Rannis v. Recchia*, 380 F.App'x 646 (9th Cir. 2010) found that class members who did not
5 receive actual notice due to their mailings being deemed undeliverable were still properly held to be
6 part of the class settlement because they received the best notice practicable under the circumstances.
7 *See Rannis v. Recchia*, 380 F.App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-
8 984 (2019), the California Supreme Court noted that California has adopted a similar approach
9 regarding providing notice to class members.

10 Under the proposed notice procedures, Class Members will have sixty (60) days from the date
11 of mailing to review and respond to the Notice of Settlement, which will also be available online. *See*
12 Exhibit A, ¶¶ 1.21, 7.2. The Notice of Settlement contains all information necessary for Class
13 Members to assess the litigation, the Settlement, and whether they want to participate, object, or opt-
14 out. *See id.* at ¶¶ 7.2, 7.5.1-7.5.3; Exhibit F. National change of address database searches, skip-traces,
15 and surveying of current employees will be utilized as set out in the Agreement to provide the best
16 practical means of ensuring Class Members receive the notice mailing. *See* Exhibit A, ¶¶ 7.3-7.4. Any
17 individual whose initial mailing was deemed undeliverable will have additional time to respond. *See*
18 *id.* at ¶ 7.4. Additional time to respond will also be provided to cure any deficiencies in opt-outs,
19 objections, or disputes. *See id.* ¶ 7.5.4. This notice method is regularly utilized in wage and hour class
20 actions and similar to the one approved in *Rannis*. Thus, the proposed procedures for notifying Class
21 Members satisfy due process and should be approved in this case.

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

25 A class action may not be dismissed, compromised, or settled without Court approval and the
26 decision to approve or reject a settlement is committed to the Court's sound discretion. *See* Cal. Rules
27 of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)²; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th

28 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).

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).

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

The purpose of the Court’s preliminary evaluation of a proposed class action settlement is to determine only whether it is within the range of possible approval such that notice to the class of its terms and conditions and the scheduling of a formal fairness hearing is warranted. *See Wershba*, 91 Cal.App.4th at 234-35. If the Court finds a proposed settlement falls within “the range of reasonableness,” it should grant preliminary approval of the class action settlement. *See, e.g., North County Contr.’s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal.App.4th 1085, 1089-90 (1994); *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 133 (2008). Factors to consider in determining whether the settlement is fair, reasonable, and adequate include the strength of the Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery 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. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed settlement is fair. “A presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act

intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small.” *Id.* at 1802.

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

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

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

The Parties were in possession of all necessary information during the negotiations. The Parties engaged in substantial formal discovery covering the time and payroll data for all Class Members, not just a sample, which included all necessary components for evaluating the class claims and creating an accurate damages model. *See id.* at ¶¶ 6-8, 10-11. Plaintiff was in possession of this information prior to calculating any damages in this case. *See id.* As a result, Plaintiff was able to make a reasonable estimation of Defendant’s potential liability. *See id.* For these reasons, the settlement now before the Court was reached at a stage where “the parties certainly have a clear view of the strengths and weaknesses of their cases” sufficient to support the settlement. *See Kang v. Credit Bureau Connection, Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023); *Monterrubio v. Best Buy Stores, L.P.*, 291 F.R.D. 443, 454 (E.D. Cal. 2013).

iii. Plaintiff’s Counsel are Experienced in Similar Litigation

Plaintiff’s counsel have considerable experience in complex litigation such as class and PAGA actions. *See* Decl. Rodriguez, ¶¶ 13-18. Thus, Plaintiff’s counsel are qualified to evaluate the class claims, the value of settlement versus moving forward with litigation, and viability of possible affirmative defenses. Plaintiff’s counsel believe that the Agreement is fair, reasonable, and adequate in light of the risks associated with the claims, the uncertainties of complex litigation, and the secured benefit to Class Members. *See id.*

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

3 Plaintiff's claims and the ability to obtain and maintain certification all the way through trial
4 were heavily disputed by Defendant. *See* Decl. Rodriguez, ¶¶ 5-8, 10-11. Based on the records and
5 facts of this case, Plaintiff has secured a gross recovery of approximately 13% of the maximum value
6 of the claims in this matter (\$5,371,840) and between 20.9% and 47% of the more realistic range of
7 recovery (\$1,489,262.65 to \$3,344,375.77). *See* Decl. Rodriguez, ¶¶ 10-11. The net recovery
8 represents approximately 7% of the maximum value of the claims in this matter and between 11% and
9 25% of the more realistic range of recovery. The average net award is approximately \$2,220.59, which
10 equates to approximately \$27.18 per workweek. *See id.* at ¶ 11.

11 This settlement is a reasonable compromise of the class and PAGA claims, and is within the
12 percentile ranges of the total available damages that have been approved in other class settlements. *See*
13 *Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139
14 (1990); *Officers for Justice v. Civil Serv. Comm'n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re*
15 *Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in
16 settlement of 6% of maximum potential recovery after reduction for attorney's fees was higher than
17 median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from
18 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, *2, *10 (C.D. Cal. 2017)
19 (approving a settlement where the net recovery to class members was approximately 7.5% of the
20 projected maximum recovery amount [\$210,500/\$2,750,000]); *Avila v. Cold Spring Granite Co.*, 2018
21 WL 400315, *2, *6 (E.D. Cal. 2018) (approving a settlement with a gross recovery of 11% of the
22 projected maximum damages available [\$500,000/\$4,441,633.60]) and a net recovery of approximately
23 6.7% of the projected maximum recovery [\$297,332.98/\$4,441,633.60]); *Bellinghausen v. Tractor*
24 *Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a settlement where the gross recovery
25 was approximately 8.5% of the projected maximum recovery [\$1,000,000/\$11,565,677]); *Schiller v.*
26 *David's Bridal, Inc.*, 2012 WL 2117001, *13 (E.D. Cal. 2012) ("Class Members will receive an
27 average of approximately \$198.70, with the highest payment to a Class Member being \$695.78 . . .
28 Overall, the Court finds that the results achieved are good, which is highlighted by the fact that there

1 was no objection to the settlement amount or the attorneys' fees requested"), *report and*
2 *recommendation adopted*, 2012 WL 13040405 (E.D. Cal. 2012); *Gardner v. GC Servs., LP*, 2012 WL
3 1119534, *7 (S.D. Cal. 2012) ("the results achieved in this case were very favorable. Class members
4 are provided with immediate monetary relief, with an average award of around several hundred dollars
5 and a minimum award of \$50").

6 **v. The Proposed Settlement is a Reasonable Compromise of Claims**

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

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

1 **b. Provisional Certification of the Class is Appropriate**

2 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
3 defined community of interest in the questions of law and fact involved affecting the parties to be
4 represented.” *Dunk*, 48 Cal.App.4th at 1806. The “community of interest” element “embodies three
5 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
6 defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*
7 Here, the Parties agree that, for the purposes of settlement, these prerequisites are met. *See* Exhibit A.

8 **i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous**

9 The proposed settlement class is ascertainable because all putative Class Members can be
10 readily identified through employee personnel and payroll files. *See Noel*, 7 Cal.5th at 980; *Rose v.*
11 *City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166 Cal.App.4th 1325, 1334
12 (2008). The numerosity requirement is met because there are 170 individuals who fall within the
13 definition of Class Member, which makes joinder of all members impracticable. *See Gay v. Waiters’ &*
14 *Dairy Lunchmen’s Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff’d* 694 F.2d 531 (9th Cir. 1982);
15 *Hebbard v. Calgrove*, 28 Cal.App.3d 1017, 1030 (1972) (noting no set minimum to meet the
16 numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these
17 requirements are satisfied.

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

19 The commonality requirement is met when there are questions of law or fact regarding the class
20 as a whole. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Commonality requires
21 only that some common legal or factual questions exist; Plaintiff need not show that all issues in the
22 litigation are identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v.*
23 *Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate
24 over individual questions and class-wide treatment of a dispute must be superior to individual
25 litigation.³ *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently
26 cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality
27

28 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 wishes to opt-out of the settlement may do so, and he or she may also dispute the number
28 of workweeks stated in the Notice of Settlement (Exhibit F).

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. ATTORNEY'S FEES AND COSTS, ENHANCEMENT PAYMENT TO THE CLASS**
10 **REPRESENTATIVE, AND SETTLEMENT ADMINISTRATOR COSTS TO BE**
11 **REQUESTED IN CONNECTION WITH FINAL APPROVAL**

12 Plaintiff is not requesting any determination with respect to attorney's fees and costs,
13 Enhancement Payment, or Settlement Administrator Costs at this time. Rather, should the Court grant
14 preliminary approval, Plaintiff will make the request for these amounts as set out in the Agreement as
15 part of their final approval briefing. Specifically, Plaintiff will request the Court award attorney's fees
16 in the amount of \$245,000 (35% of the Gross Settlement Amount), costs in an amount not to exceed
17 \$12,500, Settlement Administrator Costs in an amount not to exceed \$15,000, and an Enhancement
18 Payment for the Class Representative in the amount of \$10,000.

19 Plaintiff believes an award of attorney's fees under the common fund doctrine is appropriate as
20 there is a sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the benefits received
21 can be accurately traced to the settlement Plaintiff and Class Counsel were able to negotiate on behalf
22 of Class Members, and the fee can be shifted with exactitude to those benefiting as the fee request is a
23 specific, lump-sum percentage of the fund. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480,
24 506 (2016); *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v.*
25 *Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of
26 persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole.").
27 In this case, the Agreement allocates thirty-five percent (35%) of the Gross Settlement Amount
28 (\$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]).

Similarly, the amounts allocated for any Enhancement Payment and Settlement Administrator Costs are also within ranges that have been approved in similar cases. *See Cellphone Termination Fee Cases*, 186 Cal.App.4th at 1393 (approving \$10,000 awards to each of the four (4) named plaintiffs); *West v. Circle K Stores, Inc.*, 2006 WL 8458679, *2–3, *7–*8 (E.D. Cal. 2006) (awarding \$15,000 to each of the named representatives who spent 100 hours and 80 hours, respectively, prosecuting the case on behalf of class members)⁴; *Dent v. ITC Serv. Grp., Inc.*, 2013 WL 5437331, *4, *7, *9 (D. Nev. 2013) (awarding a \$15,000 representative enhancement out of a \$150,000 settlement for approximately 530 class members); *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). Any allocated amounts for attorney’s fees and costs, any Enhancement Payment, and/or Settlement Administrator Costs that are not ultimately awarded by the Court will be distributed to Class Members pro rata. *See* Exhibit A, ¶¶ 5.2–5.4, 5.8.

Plaintiff’s final approval briefing will include information and analysis regarding the appropriateness of the fee percentage sought, a lodestar cross check of the requested fee, a detailed declaration from Plaintiff regarding their time spent on the case as well as any risks and burdens

⁴ In *West*, information necessary to assess enhancement payments relative to average payments received by class members was stated in connection with preliminary approval proceedings. There were 1,752 class members in the vacation subclass 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.

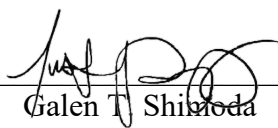
1 incurred as the Class Representative, an itemized costs spreadsheet, and a declaration from the
2 Settlement Administrator detailing the work performed and Settlement Administrator Costs incurred.
3 *See Decl. Rodriguez ¶ 19.* The Notice of Settlement will state the amounts to be requested to provide
4 Class Members the ability to comment thereon, providing evidence of whether the requested amounts
5 are reasonable. *See Exhibit F at pg. 2, § II.A; see also In re Heritage Bond Litig., 2005 WL 1594403,*
6 **21 (C.D. Cal. 2005) (“The absence of objections or disapproval by class members to Class Counsel’s*
7 *fee request further supports finding the fee request reasonable”).*

8 **VIII. CONCLUSION**

9 For all of the foregoing reasons, the Court should preliminarily and conditionally certify the
10 class for settlement purposes; grant preliminary and conditional approval of the proposed settlement;
11 approve the proposed notification procedures, including the Notice of Settlement and proposed
12 deadlines relating thereto; and schedule the final approval hearing. A copy of Plaintiff’s proposed
13 order is being filed concurrently herewith.

14
15 **Shimoda & Rodriguez Law, PC**

16
17 Dated: August 4, 2025

By: 

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Justin P. Rodriguez
Renald Konini
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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
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 28, 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 Preliminary Approval of Class Action and PAGA Settlement (“Motion”). A true
6 and 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.

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

24 3. Plaintiff is the only named representative in this matter. We began investigating the
25 claims on February 16, 2024, which included interviewing Plaintiff, reviewing their documents, and
26 seeking out potential witnesses to corroborate the claims. From our initial investigations into Plaintiff’s
27 claims and documents, we believed the claims had merit and could be maintained as a class action. We
28 filed the action on or about August 21, 2024. Plaintiff exhausted administrative remedies through the

1 Labor and Workforce Development Agency (“LWDA”) . Plaintiff filed a notice with the LWDA on
2 May 31, 2024, setting forth the facts and theories of liability. A true and correct copy of the notice
3 filed with the LWDA is being filed with this Motion as Exhibit C. A copy of the notice was also sent
4 to Defendant via certified mail and the \$75.00 filing fee was remitted to the LWDA at that time. There
5 was no response by the LWDA regarding its intent to investigate the claims alleged in Plaintiff’s notice
6 for more than 65 days and Defendant did not utilize the cure procedures under the statute. As such,
7 Plaintiff became authorized to commence a civil action under the PAGA . . A true and correct copy of
8 Plaintiff’s operative Complaint is filed with this Motion as Exhibit B. A copy of the Complaint was
9 uploaded to the LWDA after we received a file stamped copy back from Court.

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

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

23 6. We have reviewed a substantial number of documents and formal discovery during our
24 investigation of the claims. Based on the expected testimony from Plaintiff and Class Members, a
25 review of Defendant’s policies and procedures and other documents relating to the alleged claims,
26 information on the number of Class Members, Class Members’ total workweeks within the Class Period,
27 pay periods within the one (1) year penalty statute of limitations, the number of Class Members who
28 separated employment within three (3) years of this case being filed, and Class Members’ time and

1 payroll data, the scope of the potential damages in light of the claims alleged, the uncertainty in the law
2 with regard to certification, and the negotiations that have taken place, I am convinced that the proposed
3 settlement is in the best interest of the class. The length and risk of continued litigation and trial, as well
4 as other normal perils of complex litigation that impact the value of the claims, were also considered and
5 weighed in reaching the Agreement. In addition, I carefully considered the prospects of class
6 certification and maintaining class certification through trial notwithstanding the numerous challenges
7 raised by Defendant. I further considered the fact that penalties under the PAGA could be substantially
8 cut at the discretion of the Court even if Plaintiff was successful on proving those claims and there was
9 risk that a Court could find no willfulness in the failure to pay wages at separation or the existence of a
10 good faith dispute, which would eliminate the value of several claims entirely. Overall, I believe it is
11 more beneficial to secure a guaranteed benefit to the class now rather than to proceed with litigation and
12 potentially obtain zero funds for the class due to legal or factual issues in the case.

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

25 8. My office, including my partner, Galen T. Shimoda, my associate, Austin D. Sork, our
26 paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims
27 and potential damages for such claims. The parties engaged in formal discovery and exchange of
28 documents that included, but was not limited to, producing all Class Member data, including, but not

1 limited to, time records, paystubs, and payroll summaries, job descriptions, relevant handbooks,
2 bulletins, and memoranda containing Defendant's policies for the entirety of the statute of limitations
3 applicable to the alleged claims. This was not a mere representative sample of information. Instead, this
4 was for *all* Class Members. GPS records and vehicle use agreements were also produced, which were
5 reviewed and compared to the time and payroll data to assess the claims. Review of this data included
6 comparing the time records, payroll data, GPS records, and vehicle use agreements with Defendant's
7 wage and hour policies pay period by pay period, which evolved over the course of the Class Period.
8 The production of data for all Class Members allowed for an in-depth analysis of damages for the entire
9 class, which allowed for a much more accurate depiction of damages associated with the claims. From
10 this production we were able to determine information critical to a reliable damages analysis such as the
11 average hourly rate, average daily hours worked, shifts eligible for meal and rest periods and the number
12 of potential shifts that may correspond to liability under our theories of liability, average number of
13 workweeks and pay periods that had potential violations based on the asserted claims, the frequency
14 with which violations occurred in a given week and/or pay period, and the number of former employees.
15 This information allowed my office to assess both liability and damages and create an accurate damages
16 model. Plaintiff assisted in all aspects of this litigation including providing factual information relating
17 to Plaintiff's and Class Members' employment conditions, providing a substantial number of documents,
18 reviewing documents and GPS records with counsel, and answering questions regarding Defendant's
19 factual contentions in this matter. This was important because it directly related to our ability to
20 maintain this case as a class action and our ability to obtain a favorable settlement for the class.

21 9. Throughout this litigation our office had numerous communications with Defendant's
22 Counsel discussing our respective positions. The parties engaged in mediation on February 26, 2025,
23 using an experienced mediator, Russ Wunderli, Esq. It was only after approximately one year of
24 extensive investigations and arm's length negotiations that the parties were able to reach a settlement,
25 which only occurred after a full-day mediation. The negotiations were, at all times, contentious,
26 adversarial, and at arms-length, though still professional in nature.

27 10. Based on my office's analysis of the formal discovery outlined above, there were
28 approximately 170 Class Members who worked 13,891 weeks in the Class Period, 99 Aggrieved

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

- 9 a) Minimum Wages: This claim is based on allegations that Defendant failed to pay
10 Plaintiff and Class Members at least the minimum wage for all hours worked due to
11 Defendant requiring employees to work off-the-clock, failing to accurately record
12 employee's hours worked, and underpaying employees as a result of rounding their
13 actual hours worked, deducting time from employee's time records for meal and/or rest
14 breaks that were not actually taken and/or shorter than the amount of time deducted.
15 The maximum damages for this claim are approximately \$247,433.44. The maximum
16 damages available were calculated based on an average of approximately 1.25 hours
17 worked off-the-clock per week. Based on the weighted average minimum wage rate of
18 \$14.25 during the Class Period, this equals approximately \$247,433.44 in unpaid
19 minimum wages ([13,891 workweeks x 1.25 hours off-the-clock per week] x \$14.25
20 average minimum wage rate). Because we also assumed that all unpaid time qualified
21 for overtime, only liquidated damages is being claimed to avoid double recovery of
22 substantive wage loss. This amount does not take into account any potential risks with
23 respect to Plaintiff certifying the claim, proving the merits, or proving damages.
24 Defendant heavily disputed this theory of liability. First, Defendant's disputed the
25 existence and extent of any off-the-clock work, arguing that GPS records instead
26 showed that the hours submitted on timecards were consistent with the hours paid.
27 Second, Defendant also argued that the GPS records also demonstrated that the extent of
28 any large gaps in time between job sites and/or time at locations having nothing to do

1 with any dispatched work on that day demonstrated no actual work being performed and
2 that breaks were being taken. Finally, Defendant strenuously argued that it maintained
3 and strictly enforced policies against working off-the-clock and that overtime was
4 regularly paid, undermining any contention that there was any practice or policy
5 promoting off-the-clock work. This presented a substantial challenge to both
6 certification and the merits of the claim. The written policy prohibiting off-the-clock
7 work would require Plaintiff to demonstrate, on a class wide basis, that Defendant
8 effectively maintained “a policy to violate the policy” against off-the-clock work and
9 that Defendant knew or should have known the off-the-clock work was occurring
10 despite the policies and payment of overtime. *See Brinker Rest. Corp. v. Superior Ct.*,
11 53 Cal.4th 1004, 1051-1052 (2012). Finally, the presence of a good faith dispute would
12 eliminate liability for liquidated damages for unpaid minimum wages. *See Cal. Lab.*
13 *Code § 1194.2(b); Ridgeway v. Walmart Inc.*, 946 F.3d 1066, 1089-1090 (9th Cir. 2020).
14 While Defendant may be able to establish a good faith dispute defense as to some
15 categories of off-the-clock work, I believe it is unlikely that the defense would be
16 established for all categories of off-the-clock work. Taking all these factors into
17 account, I believe a more likely range of recovery for this claim is between \$74,230.03
18 to \$123,716.72 (50% to 70% reduction based on risk);

19 b) Unpaid Overtime Wages (Off-the-Clock): The off-the-clock theory of overtime liability
20 is based on the same factual allegations that formed the basis for the minimum wage
21 claims, which are stated above. The maximum damages for this claim are \$558,418.20
22 ([13,891 workweeks x 1.25 hours off-the-clock per week] x \$32.16 average overtime
23 rate). This amount does not take into account any potential risks with respect to Plaintiff
24 certifying the claim, proving the merits, or proving damages. Plaintiff has assumed that
25 all unpaid hours qualified as overtime. Because this theory of liability is based on the
26 same facts supporting the minimum wage claim, it is subject to the same risks identified
27 above with the exception that a good faith dispute defense would not apply to these
28 claims. Taking all these factors into account, I believe a more likely range of recovery

for this claim is between \$390,890.64 to \$446,732.16, (20% to 30% reduction based on risk);

c) Unpaid Overtime (Regular Rate of Pay): This theory of liability for unpaid overtime is based on allegations that Defendant failed to incorporate the value of all non-discretionary remuneration beyond an employee's base hourly wage, *e.g.* incentive based compensation such as bonuses, commissions, etc., when calculating the regular rate of pay for premium purposes such as overtime. The regular rate of pay theory of liability was also based on Plaintiff's contention that Defendant failed to incorporate the value of prevailing wages into the regular rate of pay for overtime worked on non-prevailing wage projects during the same week. The maximum damages for this claim are \$68,795.18. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Based on formal discovery, approximately 28.3% of the approximately 13,891 total pay periods during the Class Period included overtime with these additional incentive payments and/or prevailing wage earnings with non-prevailing wage overtime earned over the same period. Based on the average unpaid overtime premiums per occurrence (\$17.50), this equals \$68,795.18 total unpaid wages resulting from regular rate of pay violations (\$17.50 in additional premiums owed per pay period x 3,931.15 pay periods). Defendant heavily disputed this claim. For example, Defendant contended that there was no need to separately calculate any overtime owed as a result of the incentive payments because they were discretionary in nature. *See* 29 C.F.R. § 778.208 (discretionary bonuses need not be included in the regular rate). To the extent the Court agreed with either of this factual contention, the value of this claim would be substantially narrowed as approximately one-third of the 3,931.15 pay period affected were due to incentive based compensation rather than prevailing wage issues. Taking these risks into account factors into account, I believe a more realistic recovery for this theory of liability would be approximately \$45,404.82 (limiting the regular rate of pay theory of liability to those pay periods wherein prevailing wages were earned and non-

1 prevailing wage project overtime was worked, approximately 2,594.56 pay periods in
2 total);

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

23 e) Rest Breaks: This claim was based on the same allegations as the meal period claim
24 except that Plaintiff also contended that Defendant's rest period policy was defective for
25 failing to include the "major fraction thereof" authorizing language. Plaintiff contended
26 that Class Members were not provided with lawful rest periods approximately 16.3% of
27 the time. After accounting for the additional affected pay periods by the "major fraction
28 thereof" policy deficiency, this increased the 15% violation rate by 1.3%. Plaintiff's

calculations assumed that the same working conditions that caused Class Members to miss lawful meal periods based on the time records would have also caused Class Members to miss at least one of their two rest periods on a given day. Based on 5 shifts per week, 13,891 total weeks during the Class Period, and an average \$21.44 hourly rate, this equates to a maximum exposure of approximately \$242,725.78. 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 based on the same factual basis as the meal period claims, it is also subject to the same risks as detailed above. However, there is no requirement that an employer keep records of rest periods, so this claim does not benefit from any presumptive violation based on time records under the law like meal period claims do. This presented an even greater risk for Plaintiff's rest period claims than is present for the meal period claims. Limiting the claim to the 1.3% violation rate associated with the alleged defective rest period policy would substantially reduce the potential recovery of the claim. Taking these factors into account, I believe a more realistic range of recovery for this claim would be between \$24,272.58 to \$97,090.31 (60% to 90% reduction based on risk);

- f) Sick Leave: This claim was based on allegations that Defendant failed to incorporate the value of all non-discretionary remuneration beyond an employee's base hourly wage, *e.g.* incentive based compensation such as bonuses, commissions, prevailing wages, etc., when calculating the regular rate of pay for premium purposes such as sick leave. The maximum damages for this claim are approximately \$13,335.36. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Based on the formal discovery, approximately 6.4% of all pay periods included a form of sick leave as well as additional incentive payments or prevailing wages earned over the same period. The average amount of unpaid wages per occurrence, *i.e.* the difference between what was paid and the amount that should have been paid after the regular rate recalculation, was approximately \$15. At 6.4% of all pay periods affected, this equated to \$13,335.36 owed in total. Defendant

1 heavily disputed this claim. As detailed above, the incentive payments forming the basis
2 for the regular rate calculation in approximately one-third of affected pay periods were
3 still subject to the risk of being found to be discretionary. *See* 29 C.F.R. § 778.208.
4 Limiting the scope of this claim to those instances that were based on the failure to
5 incorporate the value of prevailing wage payments into the regular rate for sick leave
6 pay, the potential recovery for this claim would drop to approximately \$8,801.34.
7 Taking these factors into account, I believe a more realistic recovery for this claim
8 would be \$8,801.34 (limiting the theory of liability to those pay periods wherein
9 prevailing wages were earned and sick leave was paid, approximately 586.76 pay
10 periods in total);

11 g) Reimbursement: This claim was based on Plaintiff's contention that Class Members
12 were required to use their personal cell phones to order parts, use required scheduling
13 and time clock applications, make warranty calls, and make calls throughout the day to
14 the office and customers. The maximum exposure for this claim is \$80,140.38. This is
15 based on a monthly cell phone bill of approximately \$100 and 25% work usage rate,
16 which equates to approximately \$5.77 owed per week. This amount does not take into
17 account any potential risks with respect to Plaintiff certifying the claim, proving the
18 merits, or proving damages. Defendant heavily disputed whether use of personal cell
19 phones was required given that Defendant regularly ordered parts, which could be
20 regularly stocked in work vehicles at Defendant's warehouse before traveling to job sites
21 each day. Defendant also contended that the use of any applications on a personal
22 device or using cell phones to communicate with supervisory employees and/or clients
23 was, at most, a personal choice of convenience by Class Members as alternative
24 methods of communication and record keeping in paper form were provided. Based on
25 these risks, I believe a more realistic range of recovery for this claim would be between
26 \$28,049.13 to \$48,084.23 (40% to 65% reduction based on risk);

27 h) Reporting Time Pay: This claim was based on Plaintiff's contention that Class
28 Members were regularly required to report to work, but sent home due to lack of work

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

- 20 i) Wage Statement Violations: This claim is derivative of Plaintiff's overtime, minimum
21 wage, reporting time, meal and rest period, and sick leave claims. The maximum
22 exposure for this claim is \$215,614.50, which is calculated based on an initial violation
23 of \$50 per pay period per employee and assumes a violation in each of the 4,312.29 pay
24 periods within the one (1) year penalty statute of limitations. This amount does not take
25 into account any potential risks with respect to Plaintiff certifying the claim, proving the
26 merits, or proving damages. Because this claim is derivative of Plaintiff's other claims,
27 the same risks identified above for the minimum wage, overtime, meal period, rest
28 period, and sick leave claims apply here as well, substantially affecting the potential

1 value of this claim. Furthermore, under the recent California Supreme Court case,
2 *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056 (2024), employers now have a
3 good faith dispute defense against wage statement claims. Based on these risks, I
4 believe a more realistic recovery for this claim would be \$61,018.90 (limiting the pay
5 periods at issue for wage statement violations to those wherein prevailing wages were
6 earned and non-prevailing wage project overtime was worked, approximately within the
7 one-year penalty statute of limitations, 1,220.38 pay periods in total);

8 j) Waiting Time Penalties: This claim is derivative of the overtime, minimum wage,
9 reporting time, meal and rest period, and sick leave claims. The maximum damages for
10 this claim are \$483,686.40. The maximum damages were calculated based on the
11 \$21.44 average hourly rate, 94 former employees within the three (3) year penalty
12 statute of limitations, and an average of 8 hours worked per shift. Plaintiff utilized the
13 full 30 days to calculate the total amount due for each formerly employed Class
14 Member. Because it is derivative of Plaintiff's claims asserted above, it carries all the
15 same risks. Similar to claims for liquidated damages for minimum wages and wage
16 statement violations, waiting time penalties are subject to a good faith dispute defense.
17 *See Diaz v. Grill Concepts Servs., Inc.*, 23 Cal.App.5th 859, 868 (2018). Based on these
18 risks, I believe a more realistic recovery for this claim would be \$149,222.40 (limiting
19 the exposure to former employees who earned prevailing wages were and worked non-
20 prevailing wage project overtime, 29 in total);

21 k) PAGA: This claim is derivative of the Labor Code violations identified above and would
22 be subject to all the same risks as the underlying claims it is based on. Again, we did
23 not find any prior Labor Commissioner or court decisions that stated Defendant's
24 practices and/or policies were improper, so the exposure analysis is based on an "initial
25 violation" valuation being adopted by any fact finder if this matter went to trial. *See*
26 *Amaral*, 163 Cal.App.4th at 1207-1209. Based on Class Members' payroll data, the
27 maximum exposure for this claim is \$3,055.606.40. This amount does not take into
28 account any of the risks in proving the merits of the underlying claims that the PAGA

1 damages are based on. The identified risks would likely substantially reduce the number
2 of pay periods at issue (e.g. good faith dispute defenses to a large portion of the
3 minimum wages, wage statement, and waiting time penalty claims). In addition to the
4 risks on the merits, I believe the Court may exercise its discretion to reduce PAGA
5 penalties in this case because a majority of the civil penalties sought would be in
6 addition to amounts owed for substantive violations, some of the violations are due to
7 technical non-compliance with the Labor Code, such as derivative wage statement
8 violations, several of the violations under different statutes arise from the same, singular
9 conduct, Defendant produced wage and hour policies and other documents related to
10 attempts at complying with the California Labor Code that a Court may find
11 demonstrates a good faith attempt at compliance, and there were several instances where
12 the actual substantive loss experienced by Aggrieved Employees was substantially less
13 per pay period than the potential maximum penalty that could be imposed (e.g. \$5.77 per
14 weekly pay period for reimbursement claims whereas the weekly pay period penalty
15 under the PAGA would be \$100). Courts are statutorily authorized to use discretion to
16 reduce penalties and the range of discretion used varies substantially. *See Thurman v.*
17 *Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1135 (2012) (30% reduction);
18 *Fleming v. Covidien Inc.*, 2011 WL 7563047, *3–4 (C.D. Cal. 2011) (82% reduction);
19 *Magadia v. Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058, 1104 (N.D. Cal. 2019)
20 (80% reduction); *Hamilton v. Juul Labs, Inc.*, 2021 WL 5331451, *9-*10 (N.D. Cal.
21 2021). The 82% reduction equates to roughly \$9-\$18 worth of civil penalties per pay
22 period per employee depending on the total potential value of the civil penalty (i.e. \$50-
23 \$100), which is more in line with actual awards based on my experience and review of
24 awards in other cases. Thus, even setting aside risks of proving the claims on the merits,
25 the total exposure may be cut to approximately \$550,009.15 (82% reduction) to
26 \$2,138,924.48 (30% reduction) or lower. It is important to note that this discretionary
27 reduction is completely separate and in addition to any risks on the merits. Given the
28 substantial risks associated with the claims, I believe the amount that might ultimately

1 be awarded under this claim would be significantly lower than the maximum civil
2 penalties available. I believe allocating \$40,000 to the PAGA claims in this case is
3 appropriate, especially in light of amounts that Courts have approved as reasonable
4 valuations in other cases. *See Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010)
5 (approving \$0 allocation to the resolution of PAGA claims based on their being disputed
6 and being part of a class settlement which was evaluated based on the terms of the
7 agreement overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2
8 (E.D. Cal. 2022) (collecting cases with PAGA settlement values ranging from .037%-
9 1%); *Jennings v. Open Door Marketing, LLC*, 2018 WL 4773057, *9 (N.D. Cal. 2018)
10 (approving settlement of PAGA claims at 0.6% of total estimated value due to risk of no
11 recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D. Cal. 2016)
12 (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure
13 was approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox*
14 *Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily
15 approving \$4,000 PAGA allocation in \$275,000 settlement); *Moore v. Fitness Int'l,*
16 *LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving \$2,500 PAGA allocation
17 when attorneys' fees award alone amounted to \$200,000); *Jack v. Hartford Fire Ins.*
18 *Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in
19 \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D.
20 Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009)
21 (approving \$1,500 PAGA allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*,
22 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000 PAGA allocation in
23 \$3,950,000 gross settlement amount allocated to California class even though PAGA
24 exposure was calculated at \$53,600,000, or 0.2% of total estimated potential value);
25 *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving
26 \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*,
27 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000
28

1 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal.
2 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement fund).

3 11. In summary, Plaintiff's gross recovery of \$700,000 under the Agreement equals
4 approximately 13% of the maximum value of the claims in this matter (\$5,371,840) and between 20.9%
5 and 47% of the more realistic range of recovery (\$1,489,262.65 to \$3,344,375.77). After deducting the
6 proposed allocations for attorneys' fees and costs, any Enhancement Payment, Settlement
7 Administrator Costs, and the PAGA Payment from the Gross Settlement Amount, the net recovery
8 under the Agreement, \$377,500, represents approximately 7% of the maximum value of the claims in
9 this matter. The net recovery also represents between 11% and 25% of the more realistic range of
10 recovery. The average net award is approximately \$2,220.59, which is the equivalent of approximately
11 \$27.18 per workweek. I believe the Agreement is fair, reasonable, and adequate, representing a
12 reasonable compromise of claims based on the legal and factual disputes in this case. The ability to
13 secure a guaranteed settlement now and ensure Class Members receive some compensation, rather than
14 proceed to further litigation and potentially recover nothing, was a motivating factor in reaching this
15 Agreement.

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

24 13. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
25 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
26 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the
27 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two
28 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the

1 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris
2 Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at
3 McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my
4 legal research and writing course, a Witkin Award in complex civil litigation, being a member of the
5 Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from
6 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business &*
7 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar
8 Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society
9 and an officer for the Latino Law Students Association from 2009 to 2010.

10 14. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda
11 Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp.
12 became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent
13 rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to 2024, I was
14 recognized as a Super Lawyer (Rising Star). From 2025 to present, I have been recognized as a Super
15 Lawyer. I have been a panel speaker and presented a number of seminars covering issues in wage and
16 hour litigation in general and complex class and PAGA litigation in particular. These engagements
17 include the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in
18 California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc.
19 of Defense Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial
20 Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part
21 of Any Wage and Hour Practice Group (Sacramento County Bar Assoc., Mar. 2021); (5) Emerging
22 Trends and Issues Relating to Arbitration and PAGA Claims in a Post-*Viking River Cruises* World
23 (Sacramento County Bar Assoc., Nov. 2022). I was elected to the Sacramento County Bar Association
24 Labor and Employment Law Section's executive committee in 2019 and was the Chair of the executive
25 committee for 2022. I have also been a member of the Presiding Judge Civil Law Advisory Committee
26 for Sacramento County Superior Court since August 2020. My practice focuses on complex civil
27 litigation, including wage and hour class actions, PAGA claims, and Fair Labor Standards Act
28 ("FLSA") claims. I am actively involved in most all of the complex litigation handled by our firm.

1 Class and/or PAGA actions I have litigated or am currently litigating, including the instant case,
2 includes, but is not limited to, the following:

- 3 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- 4 • *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- 5 • *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- 6 • *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- 7 • *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080
8 (San Joaquin Sup. Ct.);
- 9 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 10 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 11 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
12 Sup. Ct.);
- 13 • *Barkhousen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup.
14 Ct.);
- 15 • *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
- 16 • *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-
17 00271174 (Sac. Sup. Ct.);
- 18 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
19 Ct.);
- 20 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
21 Ct.);
- 22 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
23 Sup. Ct.);
- 24 • *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
- 25 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
26 Ct.);
- 27 • *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 28 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-

00209613 (Sac. Sup. Ct.);

- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-00222101 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
- *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
- *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);
- *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup. Ct.);
- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *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

1 Association, Sacramento Chapter: 2015 Amendments to the Federal Rules of Civil Procedure (Mar. 30,
2 2016); 4) CEB – Employment Law Practice: 2016 Year in Review (Jan. 20, 2017); 5) CEB –
3 Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6) CEB – Employment Law Practice:
4 Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law Practice: Year in Review (2013)
5 (Jan. 10, 2014); 8) Sacramento County Bar Association - Class Actions from the Trenches: Real World
6 Experiences from the Plaintiff and Defense Bar (Feb. 21, 2012); 9) Sacramento Employer Advisory
7 Council – Wage and Hour Workshop: Going Beyond the Exemption Discussion (Apr. 7, 2016); 10)
8 Sacramento Employer Advisory Council - Wage & Hour Panel and AB 1825 Training: Updates on
9 California’s New Wage Laws and Manager Compliance Training (Apr. 25, 2017); 11) Sacramento
10 County Bar Association, Labor and Employment Section – PAGA Representative Litigation: Emerging
11 Trends and Issues (May 17, 2016); 12) Sacramento Business Journal Panel – Overtime Rules (Jun. 23,
12 2016); 13) Association of Defense Counsel of Norther California & Nevada - Employment Law Update
13 – Do the Math: Calculation Exposure and Damages in Wage and Hour Cases (Aug. 12, 2016); 14)
14 California Employment Lawyers Association - PAGA Today and PAGA Tomorrow: Moderate-
15 Advanced Issues In PAGA Litigation (Oct. 20, 2017); 15) California Employment Lawyers Association
16 Advanced Wage and Hour Seminar – Better Know a Venue Roundup (May 17, 2019). Mr. Shimoda
17 has been AV rated by Martindale Hubbell since 2013, was recognized as a Super Lawyer (Rising Star)
18 from approximately 2009 to 2013 and was recognized as a Super Lawyer from 2014 to present.

19 17. Mr. Shimoda has practiced law in California since being admitted to the State Bar in
20 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases.
21 Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington &
22 Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is
23 in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and
24 Federal Courts, including up to certification, settlement, preliminary and final approval, and
25 disbursement of monies, and has been found to satisfy the adequacy requirements for class counsel.
26 Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel
27 include the following:

- 28 • *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);

- *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
- *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
- *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
- *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
- *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
- *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242 (San Joaquin Sup. Ct.);
- *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);

- 1 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
2 Sup. Ct.);
- 3 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 4 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 5 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-300000003 (Sac.
6 Sup. Ct.);
- 7 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 8 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 9 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 10 • *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- 11 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- 12 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 13 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 14 • *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- 15 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 16 • *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- 17 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 18 • *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- 19 • *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac.
20 Sup. Ct.);
- 21 • *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- 22 • *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- 23 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 24 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 25 • *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- 26 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
27 00082201 (Sac Sup. Ct.);
- 28 • *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.

19. In connection with any final approval hearing, I will be seeking attorneys' fees and costs, an Enhancement Payment to the Class Representative, and Settlement Administrator Costs as set forth in the Agreement. I will be requesting attorneys' fees and costs pursuant to the common fund doctrine 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), and *Paul, Johnson, Alston & Hunt v. Grawlty*, 886 F.2d 268, 271 (9th Cir. 1989). The facts and case law supporting the requested amounts will be set forth in the final approval motion, including information for the Court to perform a lodestar cross check of the requested attorney's fees, quantify the amount of time spent by Plaintiff on this case and any further risks and/or burdens incurred as a result of acting as Class Representative, an updated declaration in support of actual litigation costs and itemized cost spreadsheet, and declaration from the Settlement Administrator detailing the work performed and Settlement Administrator Costs incurred. My firm's expected costs through final approval are not expected to exceed \$12,500. Attached as Exhibit E is a true and correct copy of the costs incurred prior to the filing of this Motion and the expected costs incurred through the final approval and fairness hearing. Any difference in the awarded fees and costs, Class Representative's Enhancement Payment, and Settlement Administrator

Costs and the amounts allocated for each under the Agreement will be added back to the Net Settlement Amount and distributed pro rata to Class Members.

20. I have used several class action administrator companies in the wage and hour class actions I have resolved in the past and believe ILYM Group, Inc. will provide the best service to administer the proposed class settlement. ILYM Group, Inc. has provided a quote for the estimated maximum cost of administering the class settlement of approximately \$9,350. A true and correct copy of a cost estimate provided by ILYM Group, Inc. is filed with this Motion as Exhibit D. This is only an estimate, and final pricing may vary depending on the issues, if any, that arise during the administration of the settlement. However, the difference between the actual, lesser costs and \$15,000, if any, will be paid to the Participating Class Members on a pro rata basis.

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

22. A true and correct copy of the proposed Notice of Settlement is being filed with this Motion as Exhibit F. The Notice of Settlement will direct Class Members to the Court's public access web portal and provide instructions on how to search for the case to find electronic copies of all filed documents in this case and other pertinent case information found on the Court's public access web portal. I believe utilizing the public access web portal is a superior method for online/electronic notice to Class Members for several reasons. First, the case information and relevant settlement documents will remain available for much longer on the public access web portal than on an administrator's website. Generally, case web pages created by administrators are taken down shortly after any compliance hearing whereas the case information on the public access web portal will remain available for several years after any compliance hearing. Second, there are no added costs to Class Members in utilizing the public access web portal. To the extent a Class Member has the means to access an administrator web page (*e.g.* phone/computer & internet service), they will also be able to access the public access web portal. There is no charge on the public access web portal for searches utilizing case

1 numbers and the Notice of Settlement will provide instructions for searching by case number. Third,
2 utilizing the public access web portal will result in fewer costs associated with settlement
3 administration, resulting in more funds to distribute to Class Members. Fourth, utilizing the public
4 access web portal will give Class Members a greater ability to keep apprised of the case status heading
5 into any final approval hearing(s) and/or compliance hearing(s). Finally, it will also help in
6 effectuating notice of final judgment to Class Members. To the extent final approval is granted, we
7 will file a notice of entry of judgement. For the reasons already stated above, the ease of access and
8 longevity of records on the public access web portal will make it easier for Class Members to obtain
9 and review the notice of judgment well into the future.

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

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

22 25. If CPB is approved as a *cy pres* beneficiary, any funds received will be dedicated to the
23 Employment Law Clinic and Advice Line project, which assists the indigent with legal matters related to
24 their current or former employment. This assistance regularly includes, but is not limited to, free legal
25 advice regarding claims for unpaid wages, failure to provide meal and rest periods, failure to pay
26 reimbursement, and waiting time penalty claims. CPB provides legal advice, assistance with legal
27 forms, and direct representation in administrative hearings, including administrative hearings in front of
28 the California Labor Commissioner for unpaid wages. CPB has a staff attorney and clinic coordinator

1 who provide assistance, along with experienced employment law attorney volunteers. These services
2 have been a focus of the Employment Law Clinic and Advice Line project since its inception with VLSP
3 and continuing through today under CPB.

4 26. CFWR is also a qualified *cy pres* designee in class actions, under section 384, as it is a
5 501(c)(3) nonprofit in good standing with the State of California providing free civil legal services to the
6 indigent. Since its inception in 2014 and in partnership with Legal Aid at Work, the CFWR offers one-
7 on-one legal consultations for low-wage workers. The CFWR discusses employment issues with
8 workers and advises them as to the available legal remedies. In addition to individual counseling on
9 employment issues, the CFWR educates workers, unions, and community members about workplace
10 laws and remedies through “Know-Your-Rights” trainings conducted by the CFWR staff and volunteers.

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

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

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

25 30. I have volunteered for both organizations numerous times over the past several years,
26 either directly in the advice clinics or by presenting seminars on wage and hour laws for law students
27 seeking to also volunteer at advice clinics. I have also volunteered by sitting on CPB’s advisory
28 committee. These organizations are non-profits that assist low-income workers throughout California,

1 giving free legal advice regarding employment law issues and representing employees with wage claims
2 before the California Labor Commissioner. I have witnessed firsthand the quality service and attention
3 these entities provide to individuals in need of employment law advice and representation at the
4 California Labor Commissioner.

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

11 32. Renald Konini has volunteered for the Center for Workers' Rights., in March 2025, by
12 assisting at a free advice clinic for low wage workers who needed advice regarding potential disputes
13 with their employers. Ms. Konini has never volunteered for Capital Pro Bono, Inc. Austin Sork has
14 never done any work, volunteer or otherwise with Capital Pro Bono, Inc. or the Center For Workers'
15 Rights.

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

19 I declare under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct. Executed on August 4, 2025, in Elk Grove, California.

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23 
24 Justin B. Rodriguez
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Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
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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 RAYMOND BARRERAS IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 28, 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 Preliminary 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. I expect that the amount of time I spend on this case will increase if preliminary
10 approval is granted because Class Members will likely reach out to me about the Settlement, the Notice
11 of Settlement, and the process for receiving payment.

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

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

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

5 I declare under penalty of perjury under the laws of the State of California that the foregoing is
6 true and correct. Executed on July 30, 2025, in Oroville, California.

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Raymond Barreras (Jul 30, 2025 11:37:52 PDT)

10 Raymond Barreras
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1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
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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
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: August 28, 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	ILYM Group, Inc., Bid
E	Plaintiff's Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: August 4, 2025

Shimoda & Rodriguez Law, PC

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

Exhibit A

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Renald Konini (Cal. State Bar No. 312080)
Austin Sork (Cal. State Bar No. 360918)
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individually and on behalf of similarly situated employees

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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
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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

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: July 15, 2025

28 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 [number]

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

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**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

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

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

6 **GENERAL ALLEGATIONS**

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

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

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

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

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

27 19. Plaintiff was told that he had to add a 30-minute lunch period to each day worked,
28 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.

38. 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.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

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

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

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

42. California Labor Code section 512 and Wage Order No. Four section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least 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. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

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

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

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

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

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

31 56. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
32 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
33 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

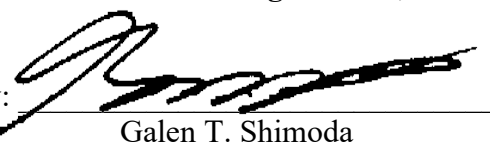
9
10 By: 
11 Galen T. Shimoda
12 Justin P. Rodriguez
13 Attorneys for Plaintiff

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.

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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

DECLARATION OF LISA MULLINS

1
2
3 1. I am a resident of the United States of America and am over the age of 21. I am the
4 President for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action
5 services provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal
6 knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such
7 facts.

8 2. ILYM Group has extensive experience in disseminating class action notices and
9 administering class action settlements, including direct mail services, telephone, and web-based support,
10 database management, opt-out processing, and settlement fund distribution services for class actions
11 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
12 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
13 administration. ILYM Group maintains the highest level of confidentiality. The class data and all forms
14 of communication received by ILYM Group, Inc. will be held in strict confidentiality and will not be
15 disclosed. ILYM Group, will set up a login for Defense Counsel to transmit the class data through our
16 encrypted secure portal. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol.
17 ILYM Group is insured with E&O and Cyber Insurance policies.

18 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
19 counsel in the *Barreras v. Jessee Heating & Air Conditioning* matter.

20 4. If appointed by the Court to disseminate the class notice in this case, ILYM Group’s duties
21 will include but not limited to: (a) conducting address traces to locate class member addresses as necessary;
22 (b) mailing the class notice to the class members; (c) handling inquiries from class members concerning
23 the class notice; and (d) performing other such duties as the parties and/or the Court may direct.

24 5. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
25 number to receive correspondence and inquiries from class members. After receiving the class data file
26 from Defendant, which should contain the class members’ names, last known addresses, and social security
27 numbers, ILYM Group will upload the data into our database and check for duplicates and other possible
28 discrepancies.

1 6. As part of the preparation for mailing the class notice, ILYM Group will process class
2 members' names and addresses against the National Change of Address ("NCOA") database, maintained
3 by the United States Postal Service ("USPS"), for the purpose of updating and confirming the mailing
4 addresses of the class members before mailing of the class notice and opt-in form. To the extent an updated
5 address is found in the NCOA database, ILYM Group will use the updated address for mailing the class
6 notice. If ILYM Group does not locate an updated address in the NCOA database, it will use the original
7 address provided by Defendant for mailing the class notice.

8 7. Should any class notices be returned to ILYM Group's office as undeliverable, ILYM
9 Group will attempt to locate an updated address using the NCOA database and/or other skip trace efforts
10 and will promptly re-mail the class notice.

11 8. Prior to sending out the notice in English & Spanish, ILYM Group will fill in the specific
12 date for the deadline so that all class members will be apprised of exactly when all applicable forms will
13 be due, depending on the deadlines set by the Court, i.e., 60-day Notice period to opt-out, dispute or file
14 an objection. At the expiration of the deadline, ILYM Group will inform all parties as to the number and
15 name of those individuals who filed a timely opt-out, dispute or objection.

16 9. ILYM Group's Disbursement Process will include but not limited to; (a) applying for the
17 case EIN; (b) establishing Qualified Settlement Fund (["QSF"] Escrow Account), with administering tasks
18 including but not limited to overview and reconciliation of account; (c) calculating the individual
19 settlement amounts; (d) preparing, administering and distributing settlement award checks to the
20 Participating Class Members, including necessary tax forms (W2 and/or 1099); (e) calculating and
21 withholding all applicable state and federal taxes; and (f) performing other such duties as the Parties and/or
22 the Courts direct. The above services are included in ILYM Group's initial quote. Attached hereto, as
23 **Exhibit C**, is a true and correct copy of ILYM Group's capped quote for this matter.

24 10. ILYM Group's fees are charged: hourly, fixed & per person. No additional charges will be
25 incurred unless the class size increases, or additional services are requested. ILYM Group's fees associated
26 with the administration of this settlement is: **\$9,350.00**.

27 ///

1 I declare, under penalty of perjury under the laws of the United States of America and the State
2 of California that the foregoing is true and correct. Executed this 30th day of April 2025, at Tustin,
3 California.

4
5 
6 Lisa Mullins

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification, and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and has become the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- ERISA
- TCPA
- Antitrust
- Securities

Ramirez v JC Penney.

- ERISA Case with a class size of 26,000.

Kruger, et al. v. Novant Health

- ERISA Case with a class size of \$32 million.

Abbott, et al. v. Lockheed Martin Corp.

- ERISA Case with \$62 million.

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Robert Stone, et al. v. Universal Protection Services, LP, et al.

- Wage & Hour Case with a class size of 75,351.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.
- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages. All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- **Distribution and Management:** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- **Check Printing and Mailing:** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- **Preparation, Filing and Reporting of Taxes:** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- **Data Manager Final Report:** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- **Project Manager Final Report:** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- **Affidavits:** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- **Document Retention:** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

Case Name: Barreras v. Jessee Heating & Air Conditioning
Wednesday, April 23, 2025

Requesting Attorney:
Austin Sork
Shimoda & Rodriguez Law, PC
asork@shimodalaw.com
833.201.0213

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	200
Estimated Percentage of Remails	15%
Certified Spanish Translation	Yes
ILYM Group Static Website	No
Case Duration (Years)	2

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$325.00
Project Management:	\$2,070.00
Notification & Mailing:	\$640.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$5,420.00
Case Conclusion:	\$895.00

Capped ILYM Fees & Expenses: \$9,350.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Barreras v. Jessee Heating & Air Conditioning

Wednesday, April 23, 2025

Requesting Attorney's Name: Austin Sork

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	1	\$150.00
Programming of Class Database	Hourly	\$175.00	1	\$175.00

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.*

Subtotal \$325.00

PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	4	\$480.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	1	\$70.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	1	\$70.00
Certified Spanish Translation	Flat Fee	\$1,250.00	1	\$1,250.00
NCOA	Flat Rate	\$55.00	1	\$55.00
Toll Free Customer Service Representative	Flat Fee	\$75.00	1	\$75.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$2,070.00

NOTIFICATION & MAILING				
Fulfillment of Notice, English and Spanish	Per Piece	\$1.50	200	\$300.00
USPS First Class Postage	Per Piece	\$0.75	200	\$150.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	30	\$60.00
Storage, Photocopies, Deliveries	Flat Fee	\$130.00	1	\$130.00

Subtotal \$640.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Barreras v. Jessee Heating & Air Conditioning

Wednesday, April 23, 2025

Requesting Attorney's Name: Austin Sork

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Check, Stub & Release for 1st Distribution - Print & Mail (W2/1099)	Per Check	\$1.00	200	\$200.00
USPS First Class Postage	Per Piece	\$0.65	200	\$130.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	20	\$30.00
Check, Stub & Release for 2nd Distribution - Print & Mail (W2/1099)	Per Check	\$1.00	200	\$200.00
USPS First Class Postage	Per Piece	\$0.65	200	\$130.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$1.50	20	\$30.00
Preparation of Taxes	Hourly	\$120.00	5	\$600.00
Annual Filing of Tax Return	Per Year	\$1,500.00	2	\$3,000.00

*Additional Bank fees may apply

Subtotal \$5,420.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Project Manager Final Reporting	Hourly	\$120.00	1	\$120.00
Process Unclaimed Funds to <i>cy pres</i>	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$125.00	1	\$125.00

Subtotal \$895.00

Capped ILYM Fees & Expenses: \$9,350.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the permissible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

Exhibit E

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
Anticipated	One Legal Filing/Service Fee- Motion for Preliminary Approval	\$125.00
Anticipated	One Legal Filing/Service Fee - Case Management Statement	\$25.00
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: \$7,473.33

Exhibit F

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' Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Austing 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 [number]

BY ORDER OF THE COURT

Exhibit G

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
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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

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

Date: August 28, 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 Preliminary Approval of Class Action and PAGA Settlement (“Motion”) in the
3 above referenced case came before this Court, on August 28, 2025, at 9:00 a.m., in Department 14
4 before the Honorable Samuel T. McAdam, presiding. Plaintiff Raymond Barreras (“Plaintiff”) filed
5 this 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.

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

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

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

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

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

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

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

II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds, on a preliminary and conditional basis, 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 may present any objections to the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms therein as if stated here in full, including the \$700,000 Gross Settlement Amount.

The Court approves of ILYM Group, Inc. acting as the Settlement Administrator in this case and hereby appoints them to fulfill those duties as outlined in the Agreement.

The Court finds that an award of fees under the common fund doctrine may be appropriate in this case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that Plaintiff and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *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."). The amounts allocated under the Agreement for attorney's fees and costs, an Enhancement Payment to the Class Representative, and Settlement Administrator Costs shall be included in the Notice of Settlement to enable Class Members to review and comment thereon. The Court will consider the reaction of Class Members when evaluating the reasonableness of the requested amounts at final approval. *See In re Heritage Bond Litig.*, 2005 WL 1594403, *21 (C.D. Cal. 2005) ("The absence of objections or disapproval by class members to Class Counsel's fee request further supports finding the fee request reasonable"). Plaintiff and Class Counsel are directed to provide

1 information in connection with the motion for final approval that will enable the Court to assess the
2 appropriateness of any requested fee percentage, to perform a lodestar cross check of the requested fee
3 percentage, and to quantify the amount of time spent by Plaintiff on this case and any further risks
4 and/or burdens incurred as a result of acting as Class Representative. Class Counsel is also directed to
5 provide an updated declaration and itemization regarding actual litigation costs incurred. The
6 Settlement Administrator shall also submit a declaration attesting to Settlement Administrator Costs
7 incurred. The Court will review these amounts and allocations in connection with the final approval
8 hearing. To the extent the Court ultimately awards less than the amounts allocated under the Agreement
9 for attorney's fees and costs, any Enhancement Payment, and/or Settlement Administrator Costs, the
10 difference between the amounts awarded and the amounts requested shall be added to the Net Settlement
11 Amount for distribution to Participating Class Members pro rata as set forth in the Agreement.

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

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

24 The releases and waivers for Class Members who do not opt out of being bound by the
25 Agreement (*i.e.* Participating Class Members), Aggrieved Employees, and the Class Representative are
26 also approved by the Court as set forth in the Agreement.
27
28

1 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR**
2 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

3 The Court finds that the proposed Notice of Settlement, filed with this Motion as Exhibit F and
4 incorporated by reference, fairly and adequately advises Class Members of the terms of the Agreement,
5 the rights being waived, their right to opt out, the ability to dispute the number of workweeks worked
6 during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the
7 settlement, how to file documentation in opposition to the proposed settlement, and when to appear at
8 the fairness hearing to be conducted on the date set forth below. The Court further finds that the Notice
9 of Settlement and proposed distribution of such notice by first class mail to each identified Class
10 Member at his or her most recent address based on a National Change of Address database search from
11 the Class Members' last known address and a skip trace on any Class Members who have the Notice of
12 Settlement returned as "undeliverable" or "not at this address" comports with all constitutional
13 requirements, including those of due process.

14 The Court also finds that because there is a strong interest in providing Class Members the
15 opportunity to participate in the settlement, along with the parties' efforts to minimize any intrusion of
16 privacy rights, the sharing of employment information as set forth in the Agreement is not a serious
17 intrusion on their privacy rights. Hence, the Court orders Defendant to provide Class Member
18 information to the Settlement Administrator as set forth in the Agreement and any other information the
19 Settlement Administrator needs to effectuate notice to Class Members and Aggrieved Employees. The
20 Class Member information will be provided to the Settlement Administrator only, and not to Plaintiff or
21 Class Counsel, as contemplated within the Agreement and approved by this Order. The Settlement
22 Administrator shall only use this information for the purposes identified in the Agreement and shall keep
23 this information confidential consistent with the terms of the Agreement.

24 **IV. IMPLEMENTATION SCHEDULE**

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

27 Last day for Defendant to provide Settlement 28 Administrator with Class Member and Aggrieved Employee information	Within 14 calendar days after the Preliminary Approval Date
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1 2 3	Last day for Settlement Administrator to complete NCOA search, update Class Member 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
4 5 6	Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later
7 8	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
9 10 11 12 13	Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts to 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
14 15	Gross Settlement Amount Funding Schedule	As set forth in Sections 5.1.1 through 5.1.5 of the Agreement
16 17 18 19	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
20 21 22 23 24	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
25 26 27	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

V. FINAL APPROVAL AND HEARING

The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date of November 21, 2025, at 9:00 a.m., with briefs and supporting documentation to be submitted according to the California Code of Civil Procedure, in this Department. Participating Class Members may object as set forth in the Agreement as well as appear and present such objections at the fairness hearing in person or by counsel.

If for any reason the Court does not grant final approval of the Agreement, all evidence and proceedings held in connection therewith shall be without prejudice to the status quo and rights of the parties to the litigation, including all challenges to personal jurisdiction and to class certification for any purpose other than approving a settlement class. The parties will revert to their respective positions as if no settlement had been reached at all.

IT IS SO ORDERED.

Date: _____

By: _____
Judge of the Superior Court