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Attorneys for Plaintiff
FALCAO RIVELINO HERNANDEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

FALCAO RIVELINO HERNANDEZ and
SERGIO RODRIGUEZ NAVA, individually and
on behalf of others similarly situated; and as an
aggrieved employee and Private Attorney General,

Plaintiff,

vs.

LDI MECHANICAL, INC., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2401542

*Assigned for all purposes to the Hon.
Harold W. Hopp, Department 1*

**DECLARATION OF CARLOS
JIMENEZ IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Hearing Date: September 8, 2025
Hearing Time: 8:30 a.m.
Dept.: 1

Complaint Filed: March 22, 2024
FAC Filed: June 18, 2024
SAC Filed: June 20, 2025
Trial Date: None Set

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I, Carlos Jimenez, declare as follows:

1. I am an attorney duly admitted to the Bar of the State of California and all United States District Courts in the State of California. I am a Partner with Protection Law Group, LLP, counsel of record for Plaintiff Falcao Rivelino Hernandez (“Plaintiff Hernandez”). I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

CLASS COUNSEL'S BACKGROUND AND EXPERIENCE

2. I am a duly licensed attorney and have been a member of the California State Bar since 2003. I graduated from the Loyola Law School in 2003, and I am licensed to practice before all courts of the State of California.

3. Prior to joining Protection Law Group, LLP, I worked at Littler Mendelson, P.C. (“Littler”), the largest labor and employment law firm in the United States, from May 30, 2007 until October 8, 2021. During my time at Littler, I specialized in defending Class and PAGA actions, and I was the Co-Chair of Littler’s National Class Action Practice Group. While at Littler, I was responsible for and defended dozens of complex class actions, including representative and class actions brought under the California Labor Code, including meal and rest break violations, overtime, minimum wage claims, off-the-clock work and other related wage claims. My practice included the management of dozens of class actions. My management of these cases included taking and defending hundreds of depositions and interviews of hundreds of putative class members, as well as extensive state, and federal briefing on hundreds of wage and hour issues involving class actions.

4. Since joining Protection of Law Group, LLP, I have focused my practice on the representation of employees against employers in California. I have extensive experience in all aspects of employment litigation, with a focus on wage and hour class and representative action, including, but not limited to taking and defending depositions, briefing and arguing motions, preparing for class certification, negotiating complex wage and hour settlements, trial and appeal.

1 5. Protection Law Group, LLP is a law firm specifically devoted to the representation
2 of employees against employers in California involving claims relating to violations of the
3 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
4 premiums, failure to pay meal and rest premiums and failure to provide accurate wage records.
5 The practice of employment law is a very specific, narrow field which requires diligence in an
6 ever-evolving field of substantive and procedural law.

7 6. Since Protection Law Group, LLP, opened its doors, it has served as lead counsel
8 or co-class counsel in several wage and hour class and/or representative actions seeking wages
9 and penalties owed on behalf of employees for which final approval of the settlement or class
10 certification has been granted, including, but not limited to the following:

- 11 • *Holzer v. Wedbush Securities, Inc.*, BC550462 (Los Angeles Superior Court wage and
12 hour class action certifying class of independent contractors and appointing Protection
13 Law Group, LLP as class counsel);
- 14 • *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles Superior Court wage and hour
15 class action certifying class of all non-exempt employees and appointing Protection Law
16 Group, LLP as class counsel);
- 17 • *Morera v. Continental Asset Mgmt.*, BC502003 (Los Angeles Superior Court wage and
18 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 19 • *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497 VC, (United States District Court,
20 Northern District of California, wage and hour class action settlement and appointment
21 Protection Law Group, LLP as class counsel in settlement);
- 22 • *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles Superior Court
23 wage and hour Class Action appointing Protection Law Group, LLP as class counsel in
24 settlement);
- 25 • *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles Superior Court wage and
26 hour class action appointing Protection law Group, LLP as class counsel in settlement);
- 27 • *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court wage
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and hour class action);

- *Glenn v. Decron Properties Corp.*, BCC 578035 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Torres v. Auto Rescue et al.*, RIC1509900 (Riverside County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court wage and hour class action appointing Protection law Group, LLP as class counsel in settlement);
- *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central District of California appointing Protection Law Group, LLP as class counsel in settlement);
- *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV 530405 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Eiden v. Olive & June*, BC654685 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- 1 • *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino Superior Court
2 wage and hour class action appointing Protection Law Group, LLP as class counsel in
3 settlement);
- 4 • *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American
5 Arbitration Association wage and hour class action appointing Protection Law Group,
6 LLP as class counsel in settlement);
- 7 • *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo Superior Court wage
8 and hour class action appointing Protection Law Group, LLP as class counsel in
9 settlement);
- 10 • *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles Superior Court wage and
11 hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- 12 • *Ramirez v. Western National Properties*, BC639319 (Los Angeles Superior Court wage
13 and hour class action appointing Protection law Group, LLP as class counsel in
14 settlement);
- 15 • *Hernandez v. Access Dental Plan et al.*, 34-2017-00220944 (Sacramento Superior Court
16 wage and hour class action appointing Protection Law Group, LLP as class counsel in
17 settlement);
- 18 • *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS1803211 (San Bernardino
19 Superior Court wage and hour class action appointing Protection Law Group, LLP as class
20 counsel in settlement);
- 21 • *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles Superior Court wage
22 and hour class action appointing Protection Law Group, LLP as class counsel in
23 settlement);
- 24 • *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino Superior
25 Court wage and hour class action appointing Protection Law Group, LLP as class counsel
26 in settlement);
- 27 • *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles Superior Court wage and
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- hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Correa v. Cashbak, LLC*, BC723845 (Los Angeles Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernadino County Superior Court approving PAGA Settlement);
 - *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior Court approving PAGA Settlement);
 - *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court approving PAGA Settlement);
 - *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior Court approving PAGA Settlement);
 - *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County Superior Court approving PAGA Settlement);
 - *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside County Superior Court approving PAGA Settlement);

- 1 • *Marin v. Community Convalescent Center of Montclair, Inc. dba Community Extended*
2 *Care of Montclair*, CIVDS2015732 (San Bernardino County Superior Court approving
3 PAGA Settlement);
- 4 • *Tiscareno, et al. v. Broadway Typewriter Company, Inc. dba Arey Jones Educational*
5 *Solutions*, BC695668 (Los Angeles County Superior Court wage and hour class action
6 appointing Protection Law Group, LLP as class counsel in settlement);
- 7 • *Collie, et al. v. The ICEE Company, et al.*, CIVDS1611741 (San Bernardino County
8 Superior Court wage and hour class action appointing Protection Law Group, LLP as class
9 counsel in settlement);
- 10 • *Sanchez, et al. v. Community Tree Service, Inc.*, CIVSB2116442 (San Bernardino County
11 Superior Court wage and hour class action appointing Protection Law Group, LLP as class
12 counsel in settlement);
- 13 • *Hernandez v. Acceptance Insurance Agency of Tennessee Inc.*, 20STCV03873 (Los
14 Angeles County Superior Court wage and hour class action appointing Protection Law
15 Group, LLP as class counsel in settlement);
- 16 • *Corea v. KHRG Argyle LLC, et al.*, 20STCV09640 (Los Angeles County Superior Court
17 wage and hour class action appointing Protection Law Group, LLP as class counsel in
18 settlement);
- 19 • *Tafoya Vargas v. Chemcor Chemical Corporation, et al.*, CIVSB110114 (San Bernardino
20 County Superior Court wage and hour class action appointing Protection Law Group, LLP
21 as class counsel in settlement);
- 22 • *Sansoni v. Maxar Space LLC, et al.*, 21CV388108 (Santa Clara County Superior Court
23 wage and hour class action appointing Protection Law Group, LLP as class counsel in
24 settlement);
- 25 • *Pasewaldt, et al. v. Addition Research & Treatment, Inc. dba BAART Programs*,
26 20STCV00187 (Los Angeles County Superior Court wage and hour class action
27 Protection Law Group, LLP as class counsel in settlement);

- 1 • *Angel Diaz v. Alberi Plastering, Inc.*, 23CV01741 (Santa Cruz County Superior Court
- 2 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 3 settlement);
- 4 • *Carrasco, et al. v. Carson Consulting Corp., et al.*, 22CV007371 (Alameda County
- 5 Superior Court wage and hour class action appointing Protection Law Group, LLP as class
- 6 counsel in settlement);
- 7 • *Alvarado, et al. v. Central Valley Meat Co., Inc.*, 19C-0026 (Kings County Superior Court
- 8 wage and hour class action appointing Protection Law Group, LLP as class counsel in
- 9 settlement); and
- 10 • *Figueroa, et al. v. Biolife Plasma Services, L.P., et al.*, 37-2023-00032681 (San Diego
- 11 County Superior Court wage and hour class action appointing Protection Law Group, LLP
- 12 as class counsel in settlement).

13 7. Proposed class counsel Heather Davis (“Ms. Davis”) is a Founding Partner of
14 Protection Law Group, LLP. Ms. Davis received her Juris Doctor degree from University of
15 Denver School of Law in 1998. She was admitted to practice law in California in November of
16 2005, and has been admitted to practice in all federal district courts in the State of California. Ms.
17 Davis is also admitted to practice law in the State of Colorado in 1998 and in the State of Arizona
18 in 2007. Prior to founding Protection Law Group, LLP, Ms. Davis worked at Littler Mendelson,
19 P.C., the largest labor and employment law firm in the United States.

20 8. During Ms. Davis’s employment with Littler Mendelson, P.C., she continued her
21 practice of employment law and was responsible for and defended dozens of complex class
22 actions, including some of the largest representative and class actions brought under the California
23 Labor Code, including meal and rest break violations, overtime, minimum wage claims, off-the-
24 clock work and other related wage claims. Ms. Davis practice included the management of dozens
25 of class actions. Ms. Davis management of these cases included taking and defending hundreds
26 of depositions and interviews of hundreds of putative class members, as well as extensive state,
27 federal and appellate briefing on hundreds of wage and hour issues involving class actions.

1 9. During Ms. Davis’s employment at Littler Mendelson, she played a significant
2 role in the class actions for which she was responsible. In particular, Ms. Davis was often in
3 charge of leading the strategy of the cases and drafting all of the briefs. Ms. Davis received a
4 wide-array of wage and hour class action experience performing the following types of tasks:
5 drafting demurrers; motions to strike and/or dismiss; removing actions from state court to federal
6 court; drafting and responding to written discovery; drafting and opposing discovery related
7 motions; arguing discovery related motions; drafting motions to consolidate related matters;
8 interviewing putative class members and obtaining declarations in connection with class
9 certification; drafting oppositions to motions for class certification; drafting motions for
10 decertification following class certification; conducting exposure analyses to assess the strengths
11 and weaknesses of asserted claims, the likelihood of prevailing at class certification and potential
12 damages resulting from such claims; drafting mediation briefs; serving as the primary contact to
13 in-house counsel; deposing plaintiffs and putative class members; deposing retained expert
14 witnesses; and defending the depositions of corporate witnesses. In short, Ms. Davis played an
15 integral role in all aspects of litigation from the inception of a matter through and beyond class
16 certification.

17 10. In 2013, Ms. Davis and Amir Nayebdadash founded Protection Law Group LLP.

18 11. Proposed class counsel Amir Nayebdadash (“Mr. Nayebdadash”) is a Founding
19 Partner of Protection Law Group, LLP. Mr. Nayebdadash received his Bachelor of Arts degree
20 from University of California, Los Angeles in 1998 and a Juris Doctor degree from Pepperdine
21 University School of Law in 2003. He was admitted to practice law in California in November of
22 2004, and has been admitted to practice in all federal district courts in the State of California.
23 Prior to founding Protection Law Group, LLP, Mr. Nayebdadash worked at Littler Mendelson,
24 P.C., the largest labor and employment law firm in the United States. Since the inception of
25 Protection of Law Group, LLP, Mr. Nayebdadash has focused his practice on the representation
26 of employees against employers in California. Mr. Nayebdadash has extensive experience in all
27 aspects of employment litigation, with a focus on wage and hour class and representative action,

1 including, but not limited to taking and defending depositions, briefing and arguing motions,
2 preparing for class certification, negotiating complex wage and hour settlements, trial and appeal.

3 12. I am fully familiar with the legal and factual issues in this Action and have specific
4 experience litigating complex wage and hour actions as class actions, including employment cases
5 as set forth above.

6 13. The Settlement presented here only resulted after having engaged in extensive
7 informal discovery and investigation and is the product of hard-fought litigation and extensive
8 arms' length negotiations. In my opinion as an experienced class counsel, the Settlement is fair,
9 reasonable, adequate, and in the best interests of the Class, Aggrieved Employees, and State of
10 California.

11 **FACTUAL AND PROCEDURAL BACKGROUND**

12 14. Defendant LDI Mechanical, Inc. ("Defendant") is a full-service heating and air
13 company providing services and products to its customers.

14 15. Based on information and belief, Plaintiff Hernandez worked for Defendant as a
15 non-exempt employee from approximately September 2022 to November 2023 as an Installer.
16 Plaintiff Hernandez's job duties and responsibilities included, but were not limited to, installing
17 various pipes, running copper wires, carrying materials up ladders, cleaning work areas, reading
18 installation plans, and unloading materials from delivery trucks.

19 16. On or about March 22, 2024, Plaintiff Hernandez provided notice to the California
20 Labor and Workforce Development Agency ("LWDA") and the Defendants of her intent to seek
21 civil penalties under Labor Code § 2699, et seq. against Defendant. A true and correct copy of
22 Plaintiff Hernandez's March 22, 2024, Notice to the LWDA is attached hereto as **Exhibit 1**.

23 17. On March 22, 2024, Plaintiff Hernandez filed his class action in Riverside Superior
24 Court, asserting claims for: (1) failure to pay overtime wages, (2) failure to pay meal period
25 premiums, (3) failure to pay rest period premiums, (4) failure to pay minimum wages, (5) failure
26 to timely pay final wages, (6) failure to timely pay wages during employment, (7) failure to
27 provide accurate wage statements, (8) failure to reimburse necessary business expenses, and (9)

1 violation of the California Business and Professions Code section 17200, *et seq.* against
2 Defendant (“the *Hernandez Action*”).

3 18. On April 23, 2024, Plaintiff Hernandez propounded Special Interrogatories, Set
4 One, Form Interrogatories – General, Set One, and Demand for Production of Documents, Set
5 One on Defendant and noticed the deposition of Defendant’s Person Most Qualified (“PMQ”).
6 Plaintiff also served a proposed *Belaire-West* Notice on Defendant.

7 19. On April 26, 2024, Defendant filed its Answer to the Complaint.

8 20. The Plaintiff Hernandez and Defendant met and conferred regarding the topics
9 contained in the Court’s Class Action Case Management Order #1, and on May 17, 2024, Plaintiff
10 Hernandez filed the Joint Case Management Conference Statement in advance of the May 24,
11 2024 Complex Case Management Conference. On or about May 21, 2024, the Court on its own
12 motion continued the May 24, 2024.

13 21. On June 7, 2024, Plaintiff Sergio Rodriguez Nava (“Plaintiff Rodriguez”) (Plaintiff
14 Hernandez and Plaintiff Rodriguez collectively “Plaintiffs”; Plaintiff Hernandez, Plaintiff
15 Rodriguez and Defendant collectively the “Parties”) filed a separate class action in San Diego
16 Superior Court, Case No. 37-2024-00026988 asserting claims for: (1) failure to pay all overtime
17 wages; (2) failure to pay minimum wages; (3) meal period violations; (4) rest period violations;
18 (5) failure to reimburse necessary business expenses, and (6) Unfair Competition against
19 Defendant. On August 13, 2024, Plaintiff Rodriguez filed a First Amended Class Action and
20 Representative Action Complaint alleging a seventh cause of action for violation of PAGA. (the
21 “*Rodriguez Action*”)¹.

22 22. On or about June 12, 2024, Plaintiff Hernandez filed a Joint Stipulation to File
23 First Amended Complaint (“Joint Stip re FAC”). That same day, the Court signed the Joint Stip
24 re FAC.

25 23. On June 18, 2024, Plaintiff Hernandez filed a First Amended Class Action and
26 Representative Action Complaint (“FAC”) alleging a tenth cause of action for violation of PAGA.

27 ¹ Plaintiff Rodriguez is represented by Paul K. Haines, Fletcher W. Schmidt and Matthew K. Moen of the Haines Law
28 Group, APC.

1 24. After meeting and conferring, the Plaintiff Hernandez and Defendant agreed to
2 stay all written discovery and all depositions and attend private mediation. After extensive meet
3 and confer efforts regarding the Joint Stipulation Regarding Discovery and Mediation (“Joint
4 Mediation Stipulation”), on July 11, 2024, the Plaintiff Hernandez and Defendant filed the Joint
5 Mediation Stipulation. That same day, Court signed the Joint Mediation Stipulation, wherein the
6 Parties agreed to mediate the Action with well-respected mediator, Marc Feder, Esq., who has
7 substantial experience handling wage and hour class actions, on March 20, 2025.

8 25. Pursuant to this agreement, Defendant provided Plaintiffs with extensive informal
9 discovery including a sampling of time and payroll records for the pay periods at issue. The
10 sampling included employees employed during the identified pay periods, and the Parties made
11 efforts to ensure that the sampling included pay periods throughout the class period.

12 26. Defendant also produced information regarding the number of putative class
13 members, the number of former employees, the total workweeks worked by the Class, and the
14 average rate of pay for hourly employees during the class period. This informal discovery and
15 investigation allowed Plaintiffs’ Counsel to perform a comprehensive damages analysis and
16 estimate Defendant’s potential liability on a class and PAGA basis.

17 27. On July 12, 2024, Defendant filed its Answer for the FAC.

18 28. On March 20, 2025, the Parties attended mediation with Marc Feder, Esq. At
19 mediation, the Parties engaged in intensive settlement discussions during which they debated their
20 respective positions and exchanged views regarding the strengths and weaknesses of the alleged
21 claims. While each side attended the mediation and negotiated in good faith, the Parties were
22 unable to resolve this dispute at mediation.

23 29. On March 21, 2025, Plaintiff Hernandez informed the Apex Class Action
24 Settlement Administrators (“Apex”), the Notice Administrator who was going to administer the
25 *Belaire* Notice, that the matter did not settle at the March 20, 2025 mediation. Pursuant to the
26 Joint Mediation Stipulation, the *Belaire* Notice was supposed to be sent out to the Putative Class
27 Members by April 3, 2025.

1 30. On or about April 1, 2025, the Parties agreed to delay the mailing of the *Belair*
2 Notice by a week, to April 10, 2025.

3 31. With the assistance of Marc Feder, Esq., on April 8, 2025, the Parties agreed to
4 resolve the Action for a Gross Settlement Amount of Two Million, Nine Hundred Thousand
5 Dollars and No Cents (\$2,900,00.00).

6 32. One of the conditions of the settlement, is that Plaintiff Hernandez would file a
7 Section Amended Complaint (“SAC”) adding Plaintiff Rodriguez to the *Hernandez* Action.

8 33. On May 29, 2025, Plaintiff Hernandez filed a Joint Stipulation to File Second
9 Amended Complaint (“Joint Stip re SAC”). On June 2, 2025, the Court signed the Joint Stip re
10 SAC.

11 34. Thereafter, the Parties spent considerable time negotiating and finalizing the terms
12 of the Stipulation of Settlement. Between June 2, 20205 and June 5, 2025, the Parties fully
13 executed the Stipulation of Settlement.

14 35. On June 20, 2025, Plaintiff Hernandez filed the SAC.

15 36. Now, following significant investigation into the alleged claims, and lengthy
16 settlement discussions, Plaintiffs hereby move for preliminary approval of the proposed
17 Stipulation of Settlement.

18 **THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE**

19 37. As part of the Stipulation of Settlement, Plaintiff Hernandez is requesting a
20 reasonable service payment of \$7,500.00. *See* generally, Declaration of Falcao Rivelino
21 Hernandez in Support of Approval of Class Action and PAGA Settlement (“Plaintiff Hernandez
22 Decl.”). This payment is imminently reasonable given the time and effort Plaintiff Hernandez
23 spent on the Action, and the benefit to the other putative Class Members, PAGA Members, and
24 State of California as a result of Plaintiffs’ actions.

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1 38. Notice of the requested award is disclosed to the Settlement Class Members in the
2 Class Notice and should be preliminarily approved by the Court.

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

5 Executed on July 27, 2025,

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7 _____

8 Carlos Jimenez
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EXHIBIT 1



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March 22, 2024
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<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Falcao Rivelino Hernandez v. LDI Mechanical, Inc.

Dear Representative:

This office represents Falcao Rivelino Hernandez (“**Mr. Hernandez**”) with respect to his claims under the California Labor Code against LDI Mechanical, Inc. (“**Employer**”). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Mr. Hernandez from approximately September 2022 to November 3, 2023, as an hourly, non-exempt employee. During his employment with Employer, Mr. Hernandez was employed as an Installer at Employer’s location at 1587 E. Bentley Drive, Suite 102, Corona, CA 92879. Employer is a full-service heating and air company committed to providing quality services and products to its customers.

Mr. Hernandez intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“**PAGA**”). Mr. Hernandez is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer (“**Aggrieved Employees**”). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California’s wage and hour laws during Mr. Hernandez’s employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“**IWC Wage Order**”) including *inter alia*, IWC Wage Order Nos. 4 and 16. The claims made on behalf of Mr. Hernandez and Aggrieved Employees are based upon the following facts and theories:

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

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Mr. Hernandez and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.



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March 22, 2024
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First, Employer regularly required Mr. Hernandez and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek but failed to pay them overtime compensation for such work. Employer also failed to provide Mr. Hernandez and Aggrieved Employees with adequate training as to the payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. In addition, Employer regularly required Mr. Hernandez and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Hernandez and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Mr. Hernandez and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Hernandez and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Mr. Hernandez and Aggrieved Employees to perform work off-the-clock without compensation, Employer failed to accurately record the actual time worked by Mr. Hernandez and Aggrieved Employees, which resulted in a failure to pay Mr. Hernandez and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Mr. Hernandez and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer failed to pay Mr. Hernandez and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order Nos. 4 and 16 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. Hernandez and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4 and paragraph (18)(A) of IWC Wage Order No. 16; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

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

Employer failed to provide Mr. Hernandez and Aggrieved Employees with legally compliant 30-minute meal periods. Employer required Mr. Hernandez and Aggrieved Employees to work more than five (5) hours per day but did not provide Mr. Hernandez or Aggrieved Employees with uninterrupted 30-minute meal periods. Employer regularly required Mr. Hernandez and Aggrieved Employees to work through their meal periods and to take their meal period after their fifth (5th) hour of work. On the occasions that Mr. Hernandez and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.



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

Mr. Hernandez and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order Nos. 4 and 16 and California Labor Code sections 226.7, 512(a) and 1198.

Mr. Hernandez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4 and paragraph (18)(A) of IWC Wage Order No. 16; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

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

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

Employer's policies, practices, and procedures were responsible for the violations alleged above and



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prevented Mr. Hernandez and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Mr. Hernandez and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Mr. Hernandez and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Hernandez and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Mr. Hernandez and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to telephone calls and in-person verbal interruptions; and (7) Employer's policy and culture prevented Mr. Hernandez and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Mr. Hernandez and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order Nos. 4 and 16 and California Labor Code sections 226.7, and 1198.

Mr. Hernandez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4 and paragraph (18)(A) of IWC Wage Order No. 16; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Mr. Hernandez and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

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

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. Hernandez and



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Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, the correct rates of pay, and the legal name and address of the employer. Accordingly, Employer violated California Labor Code section 226(a).

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

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Mr. Hernandez and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order Nos. 4 and 16 and California Labor Code sections 1198.5 and 1174(d).

Mr. Hernandez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4 and paragraph (18)(A) of IWC Wage Order No. 16; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. IWC Wage Order Nos. 4 and 16 require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Mr. Hernandez and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, the use of personal cell phones for work-related reasons, purchasing construction tools, steel toed boots, and requiring the use of personal vehicles without being reimbursed for mileage.

Accordingly, Employer violated IWC Order Nos. 4 and 16 and California Labor Code sections 2800 and 2802.

Mr. Hernandez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 4 and paragraph (18)(A) of IWC Wage Order No. 16; and attorneys' fees and costs.

8. FAILURE TO PAY REPORTING TIME

Pursuant to California Labor Code section 1198, "the employment of any employee... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders,



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including *inter alia*, Wage Order Nos. 4-2001 and 16-2001, require that for each 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.

During the relevant time period, Employer failed to pay Mr. Hernandez and other Aggrieved Employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Hernandez and the other Aggrieved Employees reported to work and were furnished less than half the usual or scheduled day's work.

Mr. Hernandez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(a) of IWC Wage Order No. 4 and paragraph (18)(A) of IWC Wage Order No. 16; and attorneys' fees and costs.

9. FAILURE TO PAY PREVAILING WAGES

Employer failed to pay Mr. Hernandez and Aggrieved Employees at the prevailing wage for public work projects. Specifically, Employer obtained public works projects as defined by California Labor Code section 1720. Mr. Hernandez and Aggrieved Employees worked on these public work projects and were therefore deemed to be employed on public works projects pursuant to Labor Code section 1772.

Pursuant to Labor Code sections 1771, 1774 and 1815, Employer was required to pay Mr. Hernandez and Aggrieved Employees not less than the general prevailing rate for work performed on such public work projects. Moreover, Pursuant to Labor Code sections 1771, 1774, and 1815, for work performed by Mr. Hernandez and Aggrieved Employees in excess of eight (8) hours per day, and forty (40) hours during any one week, Employer was required to pay Mr. Hernandez and Aggrieved Employees not less than 1 ½ times the Prevailing Wage. Employer failed to do so. Instead, Employer intentionally, fraudulently, and maliciously sought to defraud Mr. Hernandez and Aggrieved Employees from receiving the prevailing rate and such conduct was at the direction, approval and ratification by Employer and its officers, directors and/or managing agents.

Mr. Hernandez and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 1775, and attorneys' fees and costs.

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

Upon the termination of employment, Mr. Hernandez and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Mr. Hernandez and Aggrieved



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Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Mr. Hernandez and Aggrieved Employees for all straight time wage, minimum wages, and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Mr. Hernandez and Aggrieved Employees for meal period premiums, and rest period premiums they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Mr. Hernandez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of himself, the State of California and all Aggrieved Employees, Mr. Hernandez may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact our office. Thank you for your attention to this matter.

Very Truly Yours,

Amir Nayebdadash

Notice provided to Employer via Certified Mail (7020 1290 0001 4026 5193)

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Notice provided to Employer via Certified Mail (7020 1290 0001 4026 5186)

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