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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

FALCAO RIVELINO HERNANDEZ and
SERGIO RODRIGUEZ NAVA, individually
and on behalf of others similarly situated, and
as aggrieved employees and Private Attorneys
General,

Plaintiffs,

vs.

LDI MECHANICAL, INC., a Delaware
corporation doing business in California; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CVRI2401542

*[Case assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1]*

**DECLARATION OF MATTHEW K.
MOEN IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA ACTION SETTLEMENT**

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

Action Filed: March 22, 2024
Trial Date: None Set

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I, Matthew K. Moen, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and co-counsel for the Plaintiffs Falcao Rivelino Hernandez and Sergio Rodriguez Nava (“Plaintiffs”) in the captioned matter. I am a member in good standing of the bar of the State of California and admitted to practice in this Court. I have personal knowledge of the facts stated in this petition and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Law School, Los Angeles, in 2015. Both before and during law school, I worked for the firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California Superior Court in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, my practice has been solely devoted to litigating plaintiff-side employment related cases in state and federal court, including wage and hour class actions arising under the California Code and the Fair Labor Standards Act. I am currently staffed on over forty (40) active wage and hour class actions in which I am integrally involved in all aspects of the litigation. I supervise the work of several junior attorneys staffed on the same wage and hour class

5. I have been appointed as Class Counsel in over fifty (50) class action settlements that have been granted final approval. The following is a non-exhaustive list of the recent wage and hour class actions in which I have been named as Class Counsel and awarded attorney's fees:

1 following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*, Case No. 37-
2 2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G. Freestone,
3 presiding (awarding attorney's fees following a lodestar cross-check based on a rate of \$650 for
4 work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782,
5 San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding (awarding
6 attorney's fees following a lodestar cross-check based on a rate of \$650 per hour for work
7 performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No. 30-2022-
8 01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman,
9 presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of
10 \$650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion Learning, Inc.*, Case No.
11 2:21-cv-06732-JAK (ASx), United States District Court, Central District of California, Honorable
12 John A. Kronstadt, presiding (approving and finding reasonable an hourly rate of \$650 for work
13 performed in 2022-2024); *Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No.
14 CIVSB2209126, San Bernardino County Superior Court, Honorable Wilfred J. Schneider, Jr.,
15 presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of
16 \$650 for work performed in 2022-2024); *Karen Trudelle, et al. v. Children of the Rainbow, Inc.*,
17 Lead Case No. 37-2022-00034860-CU-OE-CTL, San Diego County Superior Court, Honorable
18 Robert Longstreth, presiding (awarding attorney's fees following a lodestar cross-check based on
19 an hourly rate of \$650 for work performed in 2022-2024); *Ruben Hernandez, et al. v. Neovia*
20 *Logistics Services, LLC, et al.*, Case No. CIVSB2305867, San Bernardino County Superior Court,
21 Honorable Tony Raphael, presiding (using an hourly rate of \$650 for work performed in 2023-
22 2025); *Jonathan Jauregui Gutierrez, et al. v. PASHA Automotive Services*, Case No. 37-2021-
23 00011967-CU-CO-CTL, San Diego County Superior Court, Honorable Katherine A. Bacal,
24 presiding (using an hourly rate of \$650 for work performed in 2021-2025); *Raul Camacho, et al.*
25 *v. Residential Fire Systems, Inc., et al.*, Case No. 30-2015-00775372-CU-OE-CXC, Orange
26 County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of \$650 for
27 work performed in 2018-2025); *Chrisian Alanis v. Leonard Roofing, Inc.*, Case No. BC672028,
28 Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an

hourly rate of \$650 for work performed in 2018-2025); *Georgina Espinoza, et al. v. Warehouse Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County Superior Court, Honorable Theodore C. Zayner, presiding (using an hourly rate of \$650 for work performed in 2021-2025); *In Re: Stanislaus Food Products Company Employment Cases*, Lead Case No. CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland, presiding (using an hourly rate of \$725 for work performed in 2023-2025); and *Samantha Vvanti, et al. v. O'Reilly Auto Enterprises, LLC*, Case No. 19STCV00091, Los Angeles County Superior Court, Honorable Timothy Patrick Dillon, presiding (using an hourly rate of \$725 for work performed in 2022-2025).

6. I have also been appointed as Class Counsel following a contested motion to certify one or more classes in three (3) class action lawsuits, including as the lead litigation attorney in the following cases:

- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

7. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

8. As counsel for Plaintiffs, I have been actively involved in all aspects of this litigation since its inception. I played an integral part in the negotiation and resolution of the claims at issue in this lawsuit. This Settlement is a reasonable compromise of said claims and Plaintiffs now apply for approval of the Settlement with this Court. The Stipulation of Settlement

1 (“Settlement Agreement”) is attached hereto as **Exhibit A**. The Notice of Pendency of Class
2 Action and Proposed Settlement (“Class Notice”) which also includes the Dispute Form, Request
3 For Exclusion Form, and Objection Form (collectively, the “Notice Packet”) is attached as hereto
4 as **Exhibit B**. Plaintiff Hernandez’s LWDA letter dated March 22, 2024, and Plaintiff Rodriguez’s
5 LWDA letter dated June 7, 2024 are attached hereto as **Exhibit C**. Plaintiffs’ notice to the LWDA
6 of the Settlement along with the approval paperwork is attached hereto as **Exhibit D**.

7 9. Defendant LDI Mechanical, Inc. (“Defendant”) operates a full-service heating,
8 ventilation, and air conditioning company, specializing in HVAC design, fabrication, and
9 installation services primarily for multi-family and commercial projects. Defendant employed
10 Plaintiff Hernandez as an hourly paid, non-exempt employee from approximately September
11 2022 to approximately November 2023. Defendant employed Plaintiff Rodriguez as a “Lead
12 Man” since approximately 2001. Like all Settlement Class Members, Plaintiffs were employed
13 by Defendant during the Class Period and were subject to Defendant’s allegedly unlawful wage
14 and hour policies and practices.

15 10. On March 22, 2024, Plaintiff Hernandez initiated this action against Defendant,
16 asserting the following causes of action: (1) failure to pay all overtime wages; (2) failure to pay
17 meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages;
18 (5) failure to timely pay final wages; (6) failure to timely pay wages during employment; (7)
19 failure to provide accurate wage statements; (8) failure to reimburse necessary business expenses;
20 (and (9) violation of the California Business and Professions Code section 17200, *et seq.* On June
21 18, 2024, Plaintiff Hernandez filed a First Amended Complaint, adding a cause of action for civil
22 penalties under the PAGA (Labor Code § 2698 *et seq.*) based on the same underlying Labor Code
23 violations.

24 11. On June 7, 2024, Plaintiff Rodriguez filed a separate wage and hour class action
25 against Defendant alleging the following causes of action: (1) failure to pay all overtime wages;
26 (2) failure to pay minimum wages; (3) meal period violations; (4) rest period violations; (5) failure
27 to reimburse necessary business expenses; and (6) unfair competition. On August 13, 2024,
28 Plaintiff Rodriguez filed a First Amended Complaint, adding a cause of action for civil penalties

1 under the PAGA (Labor Code § 2698 *et seq.*) based on the same underlying Labor Code
2 violations.

3 12. On June 20, 2025, as a material term of the Parties' Settlement, Plaintiff
4 Hernandez filed the operative Second Amended Complaint ("SAC") in this action, to add Plaintiff
5 Rodriguez as a named plaintiff in this action, and to consolidate all causes of action and factual
6 allegations in the two actions into the first-filed *Hernandez* action for purposes of seeking
7 settlement approval. Thereafter, Plaintiff Rodriguez dismissed his separately filed action, without
8 prejudice.

9 **CMO G(3)(a)(iii); CMO G(9)(b)**

10 13. Plaintiffs contend that Defendant regularly failed to provide Settlement Class
11 Members with timely, duty-free, and uninterrupted 30-minute meal periods to which they were
12 entitled. Specifically, Defendant frequently failed to provide Plaintiffs and other non-exempt
13 employees with timely meal periods commencing prior to the completion of five hours of work,
14 and regularly interrupted, impeded or discouraged Plaintiffs and other non-exempt employees
15 from taking timely and duty-free, 30-minute meal periods. Defendant also failed to provide
16 second meal periods when employees worked shifts in excess of 10 hours. Further, Plaintiffs
17 assert that Defendant failed to pay any meal period premiums during the relevant time period,
18 which is itself a certifiable issue. Plaintiffs' analysis determined that Settlement Class Members
19 experienced 7,525 first or second meal period violations on shifts exceeding 5.0 hours during the
20 Class Period, according to Defendant's timekeeping records on their face. Further, an additional
21 54,432 shifts over 5.0 hours in length included a recorded meal period of *exactly* 30-minutes in
22 duration, which Plaintiffs allege were artificially recorded by Defendant's supervisors and do not
23 accurately reflect the existence, timing, or duration of any meal period actually taken. Based on
24 an average regular rate of \$24.73, Plaintiffs calculated Defendant's liability for meal period
25 violations to be \$1,532,196 (61,957 meal violations x \$24.73 average premium). Plaintiffs
26 discounted the overall figure by 40% for the risk of non-certification and an additional 30% for
27 the risk of not prevailing on the merits or overstating damages, resulting in a projected reasonable
28 recovery of \$643,522.

1 14. Defendant contends that it maintained a facially compliant written meal period
2 policy at all times throughout the putative class period, and has always provided meal periods
3 consistent with that policy. Defendant also asserts that all meal periods were taken simultaneously
4 by all employees at the same time every day, thereby ensuring that timely meal periods of at least
5 30-minutes in length were provided. Defendant further argues that any meal period violations
6 reflected in the time records were the result of employee choice, not company policy, and that
7 individualized inquiries would be required to determine whether and why a particular meal period
8 was late, short, or missed, thereby posing significant obstacles to class certification.

9 15. Plaintiffs contend that Defendant failed to authorize and permit employees to take
10 all lawful rest periods to which they were entitled. Specifically, Plaintiffs assert that Defendant
11 maintained a policy and/or practice of unlawfully requiring Plaintiffs and other non-exempt
12 employees to miss or interrupt their purported rest periods in order to complete their work duties
13 and responsibilities, resulting in Plaintiff and other non-exempt employees not being authorized
14 and permitted to take all lawful rest periods to which they were entitled, in violation of California
15 law. Plaintiffs also allege that Defendant failed to pay any rest period premiums, an issue which
16 itself is certifiable. Plaintiffs' analysis determined that Settlement Class Members worked a total
17 of 76,347 shifts exceeding 3.5 hours during the Class Period. Plaintiffs asserted that they were
18 not authorized or permitted to take all lawful rest period on all shifts in excess of 3.5 hours.
19 Plaintiffs therefore calculated Defendant's maximum liability for rest period violations at
20 \$1,888,061 (76,347 rest period violations x \$24.73 average premium). Plaintiffs applied a 55%
21 discount for the risk of non-certification and an additional 35% discount for the risk of not
22 prevailing on the merits, resulting in a projected recovery of \$552,258.

23 16. Defendant disputes these allegations and asserts that it maintains a facially lawful
24 written rest period policy at all times throughout the putative class period, and that it has always
25 authorized and permitted rest periods consistent with California law. Defendant further contends
26 that all rest periods are scheduled and taken collectively, and therefore any missed or delayed rest
27 periods were the result of employee choice rather than company policy. As such, Defendant
28 argues that individualized inquiries would be required to determine whether an employee was

1 truly not authorized and permitted to take a rest period on any given shift, rendering the claim
2 unsuitable for class treatment. Defendant also asserts that questions such as whether the employee
3 was authorized and permitted to take a rest period, or whether rest periods were voluntarily
4 skipped would overwhelm any common questions and raise serious manageability concerns,
5 especially given that rest periods are not recorded.

6 17. Plaintiffs allege that Defendant's timekeeping policies and/or practices resulted in
7 Plaintiffs and other non-exempt employees not being compensated for all hours actually worked
8 and/or subject to Defendant's control. Specifically, Defendant required Plaintiffs and other non-
9 exempt employees to perform substantial work while off-the-clock, resulting in unpaid minimum
10 and overtime wages owed. Plaintiffs allege that Defendant required Plaintiffs and other non-
11 exempt employees to travel to their assigned jobsites, which can vary in location each day, before
12 being permitted to clock in for their work shift, and therefore Defendant failed to pay Plaintiffs
13 and other non-exempt employees for all time spent traveling to their initial jobsite each work day.
14 Plaintiffs and other non-exempt employees were required to perform substantial off-the-clock
15 work before clocking in at the start of their shifts, when purportedly clocked out for meal periods,
16 and after clocking out for the end of their shifts, including responding to work-related
17 communications when clocked out for purported meal periods and on off-days or after hours.
18 Plaintiffs also allege that Defendant's supervisors recorded the hours worked for Plaintiffs and
19 other non-exempt employees, but did not accurately record the total hours worked or actual start
20 and end times for Plaintiffs and other non-exempt employees, instead only recording the
21 employees' start time after they arrived at the jobsite and at their scheduled shift start time,
22 resulting in Defendant's failure to accurately record and compensate for all hours actually worked.
23 Additionally, Plaintiffs also allege that Defendant rounded and/or time-shaved Plaintiffs' and
24 other non-exempt employees' hours in quarter increments, which resulted in Plaintiffs and other
25 non-exempt employees not being compensated for all hours actually worked. As a result,
26 Plaintiffs and other non-exempt employees were not compensated for all earned minimum and
27 overtime wages. Plaintiffs estimate that Plaintiffs and other Settlement Class members spent
28 approximately one (1) hour on average each work week performing off-the-clock work before

1 and after their shifts or during purported off-the-clock meal periods. Plaintiffs' data analysis
2 determined that Settlement Class members worked an aggregate total of 126,629 work weeks
3 during the Class Period. Accordingly, Plaintiffs calculated Defendant's maximum potential
4 exposure for unpaid wage violations at approximately \$3,131,535 (1 hour per shift * 126,629
5 aggregate work weeks * \$24.73 average hourly rate). Plaintiffs discounted the maximum potential
6 exposure by 55% for risk of non-certification, and by an additional 35% for the risk of losing on
7 the merits, to arrive at an estimated exposure of \$915,974.

8 18. Defendant asserts that its timekeeping policies/practices complied with California
9 law and that it has always properly compensated Plaintiffs and other settlement class members
10 for all hours worked throughout the Class Period. Defendant further contends that Settlement
11 Class members did not work off-the-clock and that its policies specifically disavow such off-the-
12 clock work. Specifically, Defendant asserts that employees are restricted from worksites in the
13 mornings and evenings due to site closures and sound ordinances, and each work day starts with
14 a safety meeting attended by all employees at the same time before any work can be performed,
15 and therefore there could not possibly be any work performed off the clock. Defendant further
16 argues that Plaintiffs' off-the-clock claim is not appropriate for class treatment, as it would require
17 individualized inquiries into whether each employee actually performed any work while off-the-
18 clock, and if so, how much, resulting in an unmanageable series of mini-trials.

19 19. Plaintiffs allege that Defendant failed to reimburse employees for the use of their
20 personal cellular phones, including communicating with supervisors throughout the workday, and
21 for the purchase of supplies necessary to complete their job duties, including tools and steel toed
22 boots. Plaintiffs estimate that employees incurred approximately \$25.00 per month on average
23 for necessary business expenses, including a reasonable portion of the average monthly cell phone
24 bill attributable to work use. Plaintiffs' data analysis further determined that Settlement Class
25 members worked an aggregate total of 31,657 work months during the Class Period. Plaintiffs
26 therefore calculated Defendant's maximum liability for unreimbursed business expenses as
27 \$791,425 (\$25.00 monthly reimbursement x 31,657 work months). Plaintiffs applied a 35%
28 discount for the risk of non-certification and an additional 35% discount for the risk of not

1 prevailing on the merits or failing to establish damages, resulting in a projected recovery of
2 approximately \$334,377.

3 20. Defendant argues that it maintained a facially lawful written reimbursement policy
4 at all times throughout the putative class period, including prohibiting employees from using their
5 personal cell phones at Defendant's worksites, and reimbursed all reasonable and necessary
6 business expenditures. Defendant further argues that this claim is not suitable for class
7 certification, as it would require a series of mini-trials to determine which employees incurred
8 expenses, whether those expenses were reasonable and necessary, and why the employee never
9 submitted a reimbursement request.

10 21. Plaintiffs further allege that they and other non-exempt employees were required
11 to report for work on various occasions, but were sent home without work. Despite this, Plaintiffs
12 allege that Defendant failed to pay Plaintiffs and other non-exempt employees for half the usual
13 or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at
14 the regular rate of pay. Moreover, Plaintiffs assert that Defendant required Plaintiffs and other
15 non-exempt employees to perform work on public works projects, but failed to pay Plaintiffs and
16 other non-exempt employees the correct general prevailing wage rate for work performed on such
17 projects.

18 22. In response, Defendant asserts that it maintained facially lawful written reporting
19 time and prevailing wage pay policies at all times throughout the putative class period, and
20 accurately paid all employees. Further, Defendant asserts that it did not engage in any prevailing
21 wage jobs in California at any point during the applicable 4-year liability period applicable to this
22 action. Therefore, Defendant argues that Plaintiffs' claims will fail on their merits. Further,
23 Defendant argues that these claims are not appropriate for class certification, as individualized
24 issues will predominate as to which employees, if any, were required to report for work without
25 being provided work or reporting time pay, and on which days, requiring a series of mini trials.

26 **CMO G(9)(b)(i)-(viii)**

27 23. As a result of Defendant's alleged failure to pay all overtime wages, minimum
28 wages, and meal and rest period premiums, Plaintiffs assert that Defendant also failed to issue

accurate and itemized wage statements, failed to timely pay all wages due during employment, and failed to timely pay all final wages upon separation of employment. Plaintiffs also seek PAGA civil penalties on behalf of all aggrieved employees for these alleged violations.

24. Based on data provided by Defendant, approximately 700 Settlement Class Members received wage statements during the relevant statutory period, totaling 47,944 pay periods. Plaintiffs calculated Defendant's maximum potential exposure for wage statement violations as \$2,800,000 (700 employees x \$4,000 maximum statutory penalty). Plaintiffs applied a 40% discount for the risk of non-certification of the underlying claims and an additional 70% discount for the risk of not prevailing on the merits or failing to prove the statutory prerequisites for penalties, including the risk the Court would find Defendant held a good-faith belief it was in compliance with wage and hour laws, resulting in a projected recovery of approximately \$504,000.

25. Plaintiffs' data analysis determined that 665 Settlement Class Members separated their employment during the relevant statutory period. Based on an average hourly wage of \$24.73 and the statutory maximum of 30 days' pay (8 hours per day), Plaintiffs calculated Defendant's maximum waiting time exposure at \$3,946,908 (665 employees x 8 hours x 30 days x \$24.73 average hourly rate). Plaintiffs applied a 40% discount for the risk of non-certification and an additional 70% discount for the risk of not prevailing on the merits, overstating damages, or failing to establish willfulness under *Naranjo*, resulting in a projected recovery of approximately \$710,443

26. Plaintiffs allege that civil penalties under PAGA are recoverable for each pay period in which an underlying Labor Code violation occurred. Based on Plaintiffs' data analysis, Settlement Class Members worked a total of 47,942 weekly pay periods during the PAGA period in which at least one of Plaintiffs' alleged violations occurred. Applying the \$100 "initial violation" rate provided under Labor Code § 2699(f), Plaintiffs calculated Defendant's maximum PAGA exposure as \$4,794,200 (47,942 pay periods x \$100 violation rate). Plaintiffs therefore applied a 65% discount to account for the risk of not prevailing on the underlying claims or overstating penalty exposure, and an additional 90% discount to account for the likely probability

1 that this Court would utilize its discretion to reduce penalties, resulting in a projected recovery of
2 approximately \$167,797.

3 27. Defendant argues that Plaintiffs' underlying claims will fail and, as a result, the
4 derivative wage statement, waiting time, and PAGA claims must also fail. Defendant also
5 maintains that Plaintiffs cannot show that any wage statement violations were "knowing and
6 intentional," or that the putative class members "suffered injury" as required by Labor Code
7 § 226(e). Moreover, Defendant contends that its good faith defenses to the underlying claims
8 would preclude recovery of waiting time penalties, which require a "willful" failure to pay wages.
9 Defendant also asserts that this Court should exercise its discretion to substantially reduce any
10 PAGA penalties awarded.

11 **CMO G(3)(a)(ii)**

12 28. Based on the estimated exposure values across all class claims, Plaintiffs calculate
13 the potential reasonable recovery for the Settlement Class to be approximately \$3,492,777. The
14 maximum theoretical exposure for the case was calculated at \$18,884,325. The proposed non-
15 reversionary settlement of \$2,900,000.00 therefore represents approximately 83.03% of
16 Plaintiffs' forecasted reasonable recovery. This is a fair and reasonable result that falls well within
17 the range that courts have consistently deemed fair, adequate, and reasonable when evaluating
18 class action settlements.

19 **CMO G(3)(a)(vi)**

20 29. In connection with mediation, Defendant provided Plaintiffs with electronic
21 timekeeping and payroll records for a representative sampling of approximately 15% of the
22 Settlement Class covering the entire Class Period, along with key policy documents and relevant
23 data points. Plaintiffs then analyzed the data and conducted a comprehensive, class-wide analysis
24 to develop an exposure model for the claims at issue. On March 20, 2025, the Parties participated
25 in a mediation session with mediator Marc Feder, Esq., during which they exchanged divergent
26 views regarding Defendant's liability, potential exposure, and the likelihood of class certification.
27 Although mediation adjourned without the Parties reaching a resolution of this action, the parties
28 continued their settlement negotiations in the weeks that followed with the mediator's assistance.

After additional weeks of negotiations, Mr. Feder issued a mediator's proposal, which the Parties ultimately accepted. Over the following months, the Parties finalized the terms of the proposed Settlement now submitted to the Court for preliminary approval.

CMO G(3)(a)(i); G(3)(a)(iv); G(3)(a)(v)

30. Based on records produced prior to mediation, there are approximately 1,225 potential Settlement Class Members who will receive an average Settlement Award of approximately \$1,423.13. There are approximately 700 PAGA Aggrieved Employees who will receive an average of approximately \$35.71 for their share of PAGA civil penalties.

CMO G(3)(c)

31. Settlement Class Members will have 180 days from the mailing of Settlement Awards to cash their checks. Any uncashed funds will be redistributed equally among Settlement Class Members who cashed their checks prior to the deadline.

32. At the time of final settlement approval, Plaintiffs will request Class Representative Enhancement Payments in the amount of \$7,500.00 each (\$15,000.00 in total), in recognition of the significant time and effort they dedicated to this litigation. Throughout the litigation, Plaintiffs searched for relevant documents, provided factual information to Class Counsel, participated in multiple calls to discuss the claims and company policies, reviewed documents and filings related to the case, assisted with mediation preparation, made themselves available throughout mediation to respond to factual inquiries from opposing counsel and the mediator, and discussed the settlement terms with Class Counsel and gave input on whether they believed the settlement was fair. Plaintiffs estimate they devoted at least 25-30 hours each to tasks that contributed directly to the resolution of this matter. They also assumed meaningful risk by serving as the named plaintiffs, as their names are now associated with a wage and hour class action against a current and/or former employer.

33. Class Counsel will also seek an attorneys' fee award of up to one-third of the GSA (currently estimated at \$966,666.67) and reimbursement of actual litigation costs up to \$60,000.00. The requested fee reflects fair compensation for undertaking complex, risky, and time-intensive litigation on a purely contingent basis. Class Counsel's work to date has included

pre-filing investigation, legal research, review and analysis of class data and policy documents, developing a comprehensive damages model, participation in mediation and continued settlement negotiations in the weeks following mediation, drafting the Memorandum of Understanding, long-form Settlement Agreement, and Notice documents, as well as all required pleadings and filings to consolidate the two Plaintiffs' actions and to file this Motion. Class Counsel will also devote additional time to overseeing the notice process, preparing the Final Approval Motion and related filings, attending the Final Approval hearing, and responding to Settlement Class Member inquiries.

34. Class Counsel carefully vetted the claims at issue, reviewed timekeeping and payroll records spanning the entire Class Period, examined relevant policy documents, and developed a comprehensive damages model addressing Defendant's class-wide liability.

35. Although the Parties participated in an informal exchange prior to mediation, full discovery had not yet been completed. Absent settlement, the Parties would have faced extensive discovery obligations and further pretrial motions, including class certification, summary adjudication, and potential appeals. Even if Plaintiffs succeeded in certifying one or more classes, continued litigation would involve significant costs, including trial preparation, trial, and post-trial proceedings.

CMO G(3)(d)(i); CMO G(3)(d)(ii)

36. Plaintiffs request that the Court order distribution of the Class Notice in English and Spanish via first-class mail to the Settlement Class Members using the last known addresses provided by Defendant. The Parties propose Phoenix Settlement Administrators ("Phoenix"), a qualified settlement administrator, to handle notice and administration. Class Counsel sought bids from Phoenix (\$15,000.00), Apex Class Action Administration (\$14,990.00), and CPT Group, Inc. (\$15,500.00). A declaration from Jodey Lawrence on behalf of Phoenix is filed concurrently with this Motion.

37. Defendant will provide Phoenix with Settlement Class Members' names, Social Security numbers, workweek information, and last known contact information within ten (10) business days after preliminary approval. Phoenix will perform National Change of Address

1 checks and skip traces as needed. The Class Notice will include the Final Approval Hearing date,
2 Class Counsel's contact information, and information about entering an appearance through
3 counsel. This process satisfies California Rule of Court 3.766(e).

4 **CMO G(3)(a)(vii)**

5 38. I confirm that I am not affiliated with the proposed settlement administrator,
6 Phoenix Settlement Administrators. I am also not aware of any class, representative or other
7 collective action pending in any other court that asserts claims similar to those asserted in this
8 action. Prior to filing this Motion, I also checked the PAGA Case Search website
9 (<https://cadir.my.salesforce-sites.com/PagaSearch>) to confirm no additional LWDA letters were
10 submitted against Defendant.

11 **CMO G(3)(b)**

12 39. Attached hereto as **Exhibit E** is a true and correct copy of Defendant's counsel,
13 Krista DiMercurio, confirming they are not aware of any class, representative or other collective
14 action pending in any other court that asserts claims similar to those asserted in this action.

15 **CMO G(3)(e)(i)**

16 40. The release on behalf of Settlement Class members is limited to "Defendant, and
17 all of its past and present officers, directors, employees, and agents." *See* Settlement ¶ 2.

18 **CMO G(3)(e)(ii); G(3)(e)(iii)**

19 41. The release on behalf of Settlement Class Members is limited to the claims stated
20 in the operative complaint and those based upon the facts alleged in the operative complaint for
21 the time period mirroring the Class Period. *See* Settlement ¶ 2A.

22 **CMO G(3)(e)(iv); G(9)(d)**

23 42. The release for PAGA penalties is limited to those claims described in Plaintiffs'
24 LWDA notices and binds only Plaintiffs and the State of California. The exact language of the
25 release is as follows: "Plaintiffs and the State of California release the Released Parties from any
26 claim for civil penalties under PAGA arising out of or based on the facts alleged in Plaintiff
27 Hernandez's letter dated March 22, 2024 and Plaintiff Rodriguez's letter dated June 7, 2024 to
28 the Labor & Workforce Development Agency ("LWDA"), and only to the extent they are alleged

1 in the FAC in either the *Hernandez* Action and *Rodriguez* Action (“PAGA Released Claims”).”
2 See Settlement ¶ 2B.

3 **CMO G(3)(f)**

4 43. The Settlement Administrator will mail Notice Packets via First Class Mail to
5 addresses believed to be current (after completing a National Change of Address search). See
6 Settlement ¶ 10B.

7 **CMO G(3)(i)**

8 44. The Settlement requires the employer’s share of payroll taxes to be paid separate
9 and apart from, and in addition to, the Maximum Settlement Amount. See Settlement ¶ 4D.

10 **CMO G(3)(j)**

11 45. One hundred percent (100%) of any amount paid from the PAGA Amount will be
12 treated as penalties. One-third (1/3) of any amount paid from the Net Settlement Amount to
13 Participating Settlement Class Members will be treated as wages, and the remaining two-thirds
14 (2/3) will be treated as penalties and interest. See Settlement ¶ 5D.

15 **CMO G(9)(c)**

16 46. The Settlement confirms that all PAGA Aggrieved Employees will receive their
17 share of PAGA civil penalties, regardless of whether they opt-out of the Settlement. See
18 Settlement ¶ 5Bii.

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1 **CMO G(3)(k)(ii)**

2 47. Attached hereto as **Exhibit F** is a true and correct copy of the declaration of Janet
3 Bryan on behalf of Defendant, attesting to the age, education, and English literacy of the
4 Settlement Class Members. Ms. Bryan attests that the average age of nonexempt employees is
5 approximately 36 years old. The average education level of Defendant's non-exempt employees
6 is high school diploma. Ms. Bryan further attests that the average English-language faculty is
7 80% Spanish-speaking, with approximately 20% of that 80% being bilingual. The Notice Packet
8 will be disseminated in both English and Spanish.

9 I declare under penalty of perjury under the laws of California and the United States that
10 the foregoing is true and correct. Executed on August 6, 2025, at El Segundo, California.

11 

12 _____
13 Matthew K. Moen
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EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Falcao Rivelino Hernandez (“Hernandez”) and Sergio Rodriguez Nava (“Rodriguez”) (hereinafter “Plaintiffs”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant LDI Mechanical, Inc. (hereinafter “Defendant”), on the other hand. Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Heather Davis, Carlos Jimenez and Amir Nayebdadash of Protection Law Group, LLP and Paul K. Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Krista DiMercurio and Mark Magarian of Magarian & DiMercurio, APLC (“Defense Counsel”).

On March 22, 2024, Plaintiff Hernandez filed a wage and hour class action complaint against Defendant in Riverside County Superior Court in the matter entitled *Falcao Rivelino Hernandez v. LDI Mechanical, Inc.*, Riverside Superior Court Case No. CVRI2401542 (the “*Hernandez Action*”). On June 18, 2024, Plaintiff Hernandez filed a First Amended Class Action and Representative Action Complaint (“FAC”) to add a cause of action for civil penalties under the Private Attorneys General Act of 2004 (“PAGA”) in the *Hernandez Action*.

On June 7, 2024, Plaintiff Rodriguez filed a wage and hour class action complaint against Defendant in San Diego County Superior Court in the matter entitled *Sergio Rodriguez Nava v. LDI Mechanical, Inc.*, San Diego Superior Court Case No. 37-2024-00026988-CU-OE-CTL (the “*Rodriguez Action*”). On August 13, 2024, Plaintiff Rodriguez filed a FAC to add a cause of action for civil penalties under the PAGA in the *Rodriguez Action*.

The *Hernandez Action* and the *Rodriguez Action* are collectively referred to herein as the “Action.”

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle both individually and on behalf of the Settlement Class. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm’s-length negotiations, taking into account all relevant factors. Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class or Settlement Class Member(s).** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the conditional certification of the following Settlement Class:

All current and former non-exempt employees who worked for Defendant LDI Mechanical, Inc. in California at any time from March 22, 2020, until the earlier of: (i) June 8, 2025; or (ii) the date when the Defendant exercises the option to cutoff the aggregate workweeks at 139,292 total workweeks (the “Class Period”).

The Parties stipulate to conditional class certification of the Settlement Class for purposes of settlement only. The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, in any way prevents or prohibits Defendant from obtaining a

complete resolution of the claims as described herein, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in this matter or in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

Additionally, the “PAGA Aggrieved Employees” shall be defined as:

All current and former non-exempt employees who worked for Defendant LDI Mechanical, Inc. in California at any time from March 22, 2023, until the earlier of: (i) June 8, 2025; or (ii) the date when the Defendant exercises the option to cutoff the aggregate workweeks at 139,292 total workweeks (the “PAGA Period”).

A workweek shall be defined as any calendar week during which a Settlement Class member was employed by Defendant during the Class Period.

2. **Release by Settlement Class Members and Plaintiffs.** In exchange for the consideration set forth in this Settlement Agreement, and upon the complete funding of the GSA (as defined below), Plaintiffs and every member of the Settlement Class (except those who opt out) will release and discharge Defendant, and all of its past and present officers, directors, employees, and agents (collectively, the “Released Parties”), as follows:

- A. Release by Settlement Class Members: Settlement Class members, except those who submit a timely and valid Request for Exclusion, release and forever discharge the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action which were alleged or which reasonably could have been alleged based on the factual allegations, claims, and/or theories in the FAC in the Action, including: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to reimburse necessary business expenses; (f) failure to furnish accurate, compliant, and itemized wage statements; (g) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative FAC; and (h) all damages, penalties, interest, costs (including attorney’s fees) and other amounts recoverable under said claims or causes of action arising out of or based on the facts and/or legal theories alleged in the FAC (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period.
- B. PAGA Release: Plaintiffs and the State of California release the Released Parties from any claim for civil penalties under PAGA arising out of or based on the facts alleged in Plaintiff Hernandez’s letter dated March 22, 2024 and Plaintiff Rodriguez’s letter dated June 7, 2024 to the Labor & Workforce Development Agency (“LWDA”), and only to the extent they are alleged in the FAC in either the *Hernandez* Action and *Rodriguez* Action (“PAGA Released Claims”).

- C. General Release by Plaintiffs: In light of Plaintiffs' Class Representative Enhancement Payments, Plaintiffs also release, in addition to the Released Claims described above, all claims, charges, complaints, liens, debts, liabilities, demands, obligations, agreements, contracts, covenants, guarantees, actions, suits, penalties, wages, costs, judgments, order, expenses, attorneys' fees, damages, causes of action, or liabilities of any kind or nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiffs, at any time prior to the execution of this Settlement Agreement, had or claimed to have or may have, including but not limited to any and all claims arising out of, relating to, or resulting from their employment and/or separation of employment with the Released Parties. This general release includes, but is not limited to, claims arising from or dependent on the California Labor Code; the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code section 17200 et seq.; the California Fair Employment and Housing Act, Cal. Gov't Code § 12900 et seq.; the California Healthy Workplaces, Healthy Families Act, Cal. Labor Code § 245 et seq., the California common law of contract and tort; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., the Portal to Portal Act, 29 U.S.C. § 251 et seq., and the Families First Coronavirus Response Act. Any and all rights granted under any state or federal law or regulation limiting the effect of this Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Plaintiffs understand that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

However, to the extent that Plaintiffs have claims that cannot be released as a matter of law (i.e., workers' compensation claims), then those claims will not be released.

3. **Amended Complaint.** The Parties will stipulate to allow Hernandez to file a Second Amended Complaint ("SAC") in the *Hernandez* Action to add Rodriguez as a Plaintiff in the *Hernandez* Action. Twenty (20) calendar days after the Court in the *Hernandez* Action signs the stipulation and Hernandez files the SAC in the *Hernandez* Action, Rodriguez will take all necessary steps to cause the *Rodriguez* Action to be dismissed without prejudice. Rodriguez will not dismiss the *Rodriguez* Action unless and until Hernandez files the SAC in the *Hernandez* Action and it is accepted by the Court.
4. **Gross Settlement Amount.** As consideration, Defendant has agreed to pay a non-reversionary Gross Settlement Amount (or "GSA") of Two Million Nine Hundred

Thousand Dollars and Zero Cents (\$2,900,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Class Action Administration Solutions as the "Settlement Administrator" to administer this Settlement.
- B. If no objections are filed, the GSA shall be deposited with the Settlement Administrator within thirty (30) calendar days after the Court enters an order granting final approval of the Settlement. Solely in the event that there are any objections to the Settlement (the filing of an objection being a prerequisite to the filing of an appeal), the GSA shall be deposited with the Settlement Administrator within the later of: (i) thirty (30) days after the last date on which any appeal might be filed, with no appeal having been filed, or (ii) thirty (30) days after the resolution of any appeal(s), presuming that the appeal upholds the Settlement.
- C. This is a non-reversionary settlement. The GSA includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than \$15,000.00. If the actual costs exceed \$15,000.00, the additional costs shall be deducted from the GSA. If the actual costs are less than \$15,000.00, the difference will revert to the participating Settlement Class members;
 - (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to each Plaintiff (for a total of \$15,000.00) for Plaintiffs' Class Representative Enhancement Payments in recognition of their contributions to the Action and their service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Enhancement Payments, Plaintiffs shall not have the right to revoke this settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will revert to the participating Settlement Class members;
 - (4) Up to one-third of the GSA in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Sixty Thousand Dollars and Zero Cents (\$60,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this settlement, and it will remain binding. Any amount reduced and/or not approved by the Court will revert to the participating Settlement Class members; and
 - (5) One Hundred Thousand Dollars and Zero Cents (\$100,000.00) of the GSA has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Seventy-Five



Thousand Dollars and Zero Cents (\$75,000.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00), will be payable to the PAGA Aggrieved Employees as the "PAGA Amount."

- D. Defendant's share of employer-side payroll taxes shall be paid by Defendant separately, and in addition to, the GSA.
- E. **Escalator Clause.** Defendant estimates there are approximately 126,629 workweeks during the Class Period. If at the time of preliminary approval, the number of workweeks has increased by 10% or more (i.e., if there are 139,292 workweeks or more during the Class Period), then Defendant shall either increase the GSA in proportion to the increase in workweeks above the 10% (e.g., if the actual number of workweeks is 18% greater than 126,629 workweeks, Defendant would increase the GSA by 8%), or exercise its right to cutoff the Class Period at a date where the workweeks are at 139,292 total workweeks or fewer.

5. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the GSA the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiffs' Class Representative Enhancement Payments, the amount set aside as PAGA civil penalties, and the Settlement Administrator's fees and expenses for administration. The remaining amount shall be known as the "Net Settlement Amount."
- B. From the Net Settlement Amount, the Settlement Administrator will calculate each Class Member's Settlement Award based on the following formula:
 - i. The Net Settlement Amount shall be allocated among Settlement Class members (except those who submit a timely and valid Request for Exclusion) as follows: each participating Settlement Class member shall receive a proportionate share of the Net Settlement Amount based upon the number of workweeks he/she worked as a non-exempt employee during the Class Period, and which shall be calculated as follows: the Net Settlement Amount shall be multiplied by a fraction, the numerator of which is the participating Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Settlement Class members during the Class Period.
 - ii. PAGA Amount: Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) of the GSA has been designated as the "PAGA Amount" as described above. Each PAGA Aggrieved Employee (including those who opt out) shall receive a share of the PAGA Amount proportionate to the

number of workweeks that they worked during this PAGA Period, which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Aggrieved Employee's total number of workweeks worked during the PAGA Period, and the denominator of which is the total number of workweeks worked by all PAGA Aggrieved Employees (including those who opt out) during the PAGA Period.

- C. Within five (5) business days after the Court enters the final approval order, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement, including the amount of the employer contribution for payroll taxes to be paid by Defendant. Within ten (10) calendar days following Defendant's deposit of the GSA with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defense Counsel.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the Net Settlement Amount shall be allocated as follows: one-third (1/3) as wages; and two-thirds (2/3) as penalties and interest. The Settlement Administrator will be responsible for issuing to participating Class Members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each Settlement Class member who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing shall be redistributed to those Settlement Class members who have cashed their checks.
- F. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
- G. The Parties make no representations as to the tax treatment or legal effect of the payments called for hereunder, and each Settlement Class member who receives a Settlement Award are not relying on any statement or representation by the Parties or their counsel in this regard. The Settlement Class members who are receiving a

Settlement Award understand and agree that they will be responsible for the payment of any taxes and penalties assessed on their Settlement Award and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of their Settlement Award.

6. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the GSA, which is currently estimated to be Nine Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$966,666.67). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00), from the GSA. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award awarded by the Court.

7. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payments of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to each Plaintiff (for a total of \$15,000.00) for their time and risk in prosecuting this case, and their service to the Settlement Class. This award will be in addition to Plaintiffs' Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested enhancement payments, Plaintiffs shall not have the right to revoke this Settlement, and it will remain binding.

8. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Class Action Administration Solutions as Settlement Administrator. Defendant will not object to Plaintiffs' seeking permission to pay up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for its services from the GSA. The Settlement Administrator shall be responsible for sending notices, calculating Settlement Awards, preparing all checks and mailings, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the GSA by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members.

9. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Heather Davis, Carlos Jimenez and Amir Nayebdadash of Protection Law Group, LLP and Paul K. Haines, Fletcher W. Schmidt, and Matthew K. Moen of Haines Law Group, APC as Class Counsel;

- C. Appointing Falcao Rivelino Hernandez and Sergio Rodriguez Nava as Class Representatives for the Settlement Class;
- D. Approving Phoenix Class Action Administration Solutions as the Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice, Request for Exclusion Form, and Objection Form), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment, and the number of workweeks worked by each Settlement Class member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall: (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member in both English and Spanish at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt out of the settlement must complete and mail, fax, or deliver a Request for Exclusion Form to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").
 - i. The Notice Packet shall state that a Settlement Class member who wishes to exclude themselves from the Settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, and telephone number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the class action Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed, faxed or delivered



to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except that a Request for Exclusion not containing a Settlement Class member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal, or comment thereon. However, Settlement Class members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion from the class action settlement shall still be entitled to their portion of the PAGA Amount described above.

- ii. If more than ten percent (10%) of the Settlement Class members submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement Agreement. Defendant must exercise this right of rescission in writing that is provided to Class Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of the number of Class Members who have submitted timely and valid Requests for Exclusion following the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement administration owed to the Settlement Administrator incurred up to that date.

D. Objections. Settlement Class members who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by submitting a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defense Counsel, as well as file all such objections with the Court). Defense Counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defense counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any objection should: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline.

E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice Packet, to provide documentation

and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, an Objection, or a dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defense Counsel to provide notice of the proposed settlement.

11. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Enhancement Payments, LWDA payment, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769. Said judgment shall be posted on the Settlement Administrator's website.

12. **Non-Admission of Liability.** Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and nothing in this Settlement Agreement shall

operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur or this Settlement Agreement is otherwise terminated or rescinded as authorized herein, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

13. **Non-disclosure and Non-publication.** Plaintiffs and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members, as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein, or unless otherwise ordered by the Court. Class Counsel shall not report this Settlement in any medium or in any publication, shall not post or report anything regarding Plaintiffs' claims on Class Counsel's website, and shall not contact any reporters or media regarding the Settlement. Class Counsel are authorized to make a limited disclosure for the purpose of obtaining approval of the Settlement. For the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

14. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by Counsel for all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Krista DiMercurio, Magarian & DiMercurio, APLC
20 Corporate Park, Suite 255, Irvine, California 92606
krista@magarianlaw.com

if to Plaintiff: Amir Nayebdadash, Protection Law Group, LLP
149 Sheldon Street, El Segundo, California 90245
amir@protectionlawgroup.com

Paul K. Haines, Haines Law Group, APC
2155 Campus Drive, Suite 180, El Segundo, California 90245
phaines@haineslawgroup.com

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations,



presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

17. **No Prior Assignments.** The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

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

19. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

20. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Action and over all Parties and Settlement Class members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken based on an alleged violation of any material term of this Settlement Agreement.

DATED: 6/5/2025

LDI Mechanical, Inc.

By: [Signature]
Name: ROBERT SMITH
Title: PRESIDENT & CEO

DATED: June 3, 2025

Falcao Rivelino Hernandez

Firmado por:
By: [Signature]
Plaintiff and Settlement Class Representative

DATED: Jun 2, 2025

Sergio Rodriguez Nava

By: [Signature]
Sergio Rodriguez Nava (Jun 2, 2025 15:10 PDT)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

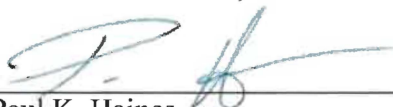
MAGARIAN & DIMERCURIO, APLC

By: 

Krista DiMercurio
Mark Magarian
Attorneys for Defendant

DATED: June 2, 2025

HAINES LAW GROUP, APC

By: 

Paul K. Haines
Fletcher W. Schmidt
Attorneys for Sergio Rodriguez Nava

DATED: June 3, 2025

PROTECTION LAW GROUP, LLP

By: 

Carlos Jimenez
Amir Nayebdadash
Attorneys for Falcao Rivelino Hernandez

EXHIBIT B

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

Falcao Rivelino Hernandez, et al. v. LDI Mechanical, Inc.

Riverside County Superior Court

Case No.: CVRI2401542

To: All current and former non-exempt employees who worked for Defendant LDI Mechanical, Inc. in California at any time from March 22, 2020, until <<CLOSE OF CLASS PERIOD>>.

**PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT
THIS NOTICE IS BEING PROVIDED IN ENGLISH AND SPANISH**

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Falcao Rivelino Hernandez, et al. v. LDI Mechanical, Inc.*, Riverside County Superior Court Case No. CVRI2401542 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant LDI Mechanical, Inc.’s (hereinafter “Defendant”) records show that you are or were employed by Defendant in California between March 22, 2020 and <<CLOSE OF CLASS PERIOD>> (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Action, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment. If final judgment is entered in this case, it will be posted to the Settlement Administrator’s website, <<WEBSITE URL>>

What is this case about?

Plaintiffs Falcao Rivelino Hernandez and Sergio Rodriguez Nava (“Plaintiffs”) brought this Action against Defendant, seeking to assert claims on behalf of a class of all current and former non-exempt employees who worked for Defendant in California during the Class Period. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

In the Action, Plaintiffs allege that Defendant: (1) failed to pay all overtime wages; (2) failed to pay all minimum wages; (3) failed to provide compliant meal periods; (4) failed to authorize and permit compliant rest periods; (5) failed to reimburse necessary business expenses; (6) failed to timely pay all wages owed upon separation of employment; (7) failed to timely pay all wages during employment; (8) failed to furnish accurate, itemized wage statements; (9) engaged in unlawful and unfair business practices; and (10) are liable for civil penalties under the Private Attorneys General Act (“PAGA”).

A PAGA action is a form of representative enforcement action that permits employee plaintiffs to act on behalf of the State of California to enforce Labor Code provisions. Acting as a private attorney general, an “aggrieved employee” who has experienced at least one Labor Code violation may bring a PAGA claim to recover civil penalties for the employer’s violations. Seventy-five percent (75%) of any penalties recovered are paid to the Labor and Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%) is distributed among all aggrieved employees

Defendant denies that it has done anything wrong. Defendant also denies that it owes Settlement Class members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of

disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs' claims. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable. Any final determination of whether the proposed Settlement is fair, adequate, and reasonable will be made at the Final Approval Hearing. However, to avoid additional expense, inconvenience, and interference with its business operations, Defendant has concluded that it is in its best interests to settle the Action on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's length negotiations between the parties.

Plaintiffs and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policy strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiffs/Settlement Class: PROTECTION LAW GROUP, LLP Carlos Jimenez carlos@protectionlawgroup.com Amir Nayebedadash amir@protectionlawgroup.com Jeffrey Jimenez jeffrey@protectionlawgroup.com Heather Davis heather@protectionlawgroup.com Stephanie Papayanis stephanie@protectionlawgroup.com 149 Sheldon Street El Segundo, California 90245 Tel: (424) 290-3095 Fax: (866) 264-7880 HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Fletcher W. Schmidt fschmidt@haineslawgroup.com Matthew K. Moen mmoen@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	Attorneys for Defendant: MAGARIAN & DIMERCURIO, APLC Krista DiMercurio krista@magarianlaw.com Mark Magarian mark@magarianlaw.com 20 Corporate Park, Suite 255 Irvine, CA 92606 Tel: (714) 415-3412 Fax: (714) 276-9944
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who work or worked for Defendant during the Class Period. Settlement Class members who do not opt-out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay \$2,900,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Action, including payments to Settlement Class members, Class Counsel’s attorneys’ fees and expenses, Settlement administration costs, payment to the LWDA, and the Class Representatives’ Enhancement Payments.

Defendant will fund the settlement by depositing the Gross Settlement Amount with the Settlement Administrator within thirty (30) calendar days after the Court enters an order granting final approval of the Settlement. Solely in the event that there are any objections to the Settlement, the Gross Settlement Amount shall be deposited with the Settlement Administrator within the later of: (i) thirty (30) days after the last date on which any appeal might be filed, with no appeal having been filed, or (ii) thirty (30) days after the resolution of any appeal(s), presuming that the appeal upholds the Settlement.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for up to one-third of the Gross Settlement Amount, which is currently estimated at \$966,666.67, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$60,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Phoenix Class Action Administration Solutions to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$15,000.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Enhancement Payments. Class Counsel will ask the Court to award the Class Representatives Enhancement Payments of \$7,500.00 to each Class Representative, for a total of \$15,000.00, to compensate them for their service and extra work provided on behalf of Class Members.

PAGA Payment to State of California and PAGA Aggrieved Employees. The Parties have agreed to allocate \$100,000.00 towards the Settlement of the PAGA claims in the Action. \$75,000.00 will be paid to the LWDA, representing its 75% share of the civil penalties. The remaining \$25,000.00 will be allocated to Aggrieved Employees as the “PAGA Amount” as described below.

Calculation of Settlement Awards. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). Payments to Settlement Class members will be calculated as follows:

- (i) The NSA will be allocated among Settlement Class Members (except those who submit a timely and valid Request for Exclusion) based on the number of workweeks each Settlement Class Member worked as a non-exempt employee during the Class Period. The Settlement Award for each Settlement Class Member will be calculated by multiplying the NSA by a fraction, the numerator of which is the participating Settlement Class Member’s total workweeks worked during the Class Period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during the Class Period.

- (ii) PAGA Amount. \$25,000.00 of the Gross Settlement Amount is designated as the “PAGA Amount.” Each current and former non-exempt employee who worked for Defendant in California at any time from March 22, 2023, until <<CLOSE OF PAGA PERIOD>> (the “PAGA Period”) will receive a share of the PAGA Amount in proportion to the number of weekly pay periods worked during the PAGA Period. Each individual’s share will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the total number of workweeks worked by that individual during the PAGA Period, and the denominator of which is the total number of workweeks worked by all PAGA Aggrieved Employees (including those who opt out of the class action portion of the Settlement) during the PAGA Period.

The average Settlement Payment to Settlement Class members is estimated at <<AVERAGE PAYMENT>>. The lowest Settlement Payment to a Settlement Class member is estimated at <<LOWEST PAYMENT>>. The highest Settlement Payment to a Settlement Class member is estimated at <<HIGHEST PAYMENT>>.

Allocation and Taxes. For tax purposes, each Settlement Payment shall be allocated as follows: any payment made from the PAGA Amount shall be treated as 100% penalties. Any payment made from the NSA shall be allocated as one-third (1/3) wages and two-thirds (2/3) penalties and interest. The Settlement Administrator will be responsible for issuing participating Settlement Class members IRS Forms W-2 for the amounts allocated as “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the settlement awards. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Employer-side payroll taxes will be paid separately by Defendant and will not be deducted from the Gross Settlement Amount.

Release. Plaintiffs and every member of the Settlement Class (except those who opt-out) will release and forever discharge Defendant, and all of its past and present officers, directors, employees, and agents (collectively the “Released Parties”) from any and all claims, demands, rights, liabilities, and/or causes of action which were alleged or which reasonably could have been alleged based on the factual allegations, claims, and/or theories in the operative complaint in the Action, including: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit all rest periods, or premium pay for non-compliant rest periods; (e) failure to reimburse necessary business expenses; (f) failure to furnish accurate, compliant, and itemized wage statements; (g) all claims for unfair business practices that were premised on the facts, claims, causes of action or legal theories of relief pled in the operative complaint; and (h) all damages, penalties, interest, costs (including attorney’s fees) and other amounts recoverable under said claims or causes of action arising out of or based on the facts and/or legal theories alleged in the operative complaint (collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period.

In addition, Plaintiffs and the State of California release the Released Parties from any claim for civil penalties under California Labor Code Private Attorneys General Act of 2004 arising out of or based on the facts alleged in Plaintiff Hernandez’s letter dated March 22, 2024, and Plaintiff Rodriguez’s letter dated June 7, 2024 to the LWDA, and only to the extent they are alleged in the operative complaint in the Action.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

How can I claim money from the Settlement?

Do Nothing. You do not need to take any action if you wish to receive a payment under the Settlement. If you do nothing, you will be entitled to your Settlement Award based on the number of workweeks you worked for Defendant in California during the Class Period, and the number of weekly pay periods you worked during the PAGA Period. You will also be bound by the terms of the Settlement, including the release of claims described in this Notice.

What other options do I have?

Disputing Information in Notice. Your estimated Settlement Award has been calculated and is listed in the enclosed Dispute Form. As explained above, your estimated Settlement Award is based on the number of workweeks you worked for Defendant in California during the Class Period and the number of weekly pay periods you worked for Defendant in California during the PAGA Period. The information from Defendant's records used to calculate your Settlement Award is included in your Dispute Form. If you believe the information in that Notice is incorrect, you may submit a written dispute along with any documents supporting your position. Any dispute and supporting documentation must be mailed to the Settlement Administrator and postmarked no later than <<RESPONSE DEADLINE>>. Do not send original documents. Anything you send will not be returned or preserved.

The Settlement Administrator may contact you for clarification and will consult with the Parties to determine whether an adjustment is warranted. Under the terms of the Settlement Agreement, the Settlement Administrator will determine whether you are eligible for a Settlement Award and the amount of that award, if any. The Settlement Administrator's decision will be final and binding.

Exclude Yourself from the Settlement. If you do not wish to participate in the class action portion of the Settlement, you may exclude yourself by submitting a signed Request for Exclusion Form to the Settlement Administrator. The Request for Exclusion Form must include your name, address, telephone number, and signature, and must be postmarked no later than <<RESPONSE DEADLINE>>. A copy of the Request for Exclusion Form is included with this Notice.

Send the completed Request for Exclusion Form directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. If you submit a timely and valid Request for Exclusion, you will no longer be a Settlement Class Member and will not receive a Settlement Award. However, you may not opt out of the PAGA portion of the Settlement, and you will still receive a share of the PAGA Amount, as described above.

Do not submit both a Dispute and a Request for Exclusion. If you submit both, your Request for Exclusion will be considered invalid. You will remain a Settlement Class Member and will be bound by the terms of the Settlement.

Objecting to the Settlement. If you do not exclude yourself from the Settlement, you have the right to object to the class action portion of the Settlement. However, you may not object to the PAGA portion of the Settlement. If the Court overrules your objection, you will still be bound by the terms of the Settlement.

To object, you may submit a written Objection Form to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection must include your name, address, the case name and number (*Falcão Rivelino Hernandez, et al. v. LDI Mechanical, Inc.*, Riverside County Superior Court Case No. CVRI2401542), and a detailed explanation of each reason for your objection. If you are represented by an attorney, you must also provide your attorney's contact information. You may attach legal or factual support for your objection, including any evidence. Objections must be in writing and must be postmarked on or before <<RESPONSE DEADLINE>>. An Objection Form is included with this Notice.

You may also appear at the Final Approval Hearing, currently scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. You may appear either in person or through your own attorney at your own expense.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Class Representative Enhancement Payments. The Final Approval Hearing may be postponed without further notice to the Settlement Class. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing.

You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Riverside County Superior Court, located at 4050 Main Street, Riverside, California 92501, during regular court hours. You may also view the case file online at www.riverside.courts.ca.gov by going to the "Search Court Records" tab, selecting "Civil, Small Claims and Unlawful Detainer Case Information," and entering the case number information. This case is assigned to Department 1 of the Riverside Historic Courthouse, located at 4050 Main Street, Riverside, California 92501. The Settlement Agreement is attached as Exhibit 1 to the Declaration of Matthew K. Moen In Support of Plaintiffs' Motion For Preliminary Approval of Class Action Settlement, filed on <<PA MOTION FILING DATE>>. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<RESPONSE DEADLINE>>. These deadlines will be strictly enforced.

DISPUTE FORM

Falcao Rivelino Hernandez, et al. v. LDI Mechanical, Inc.,
Riverside County Superior Court
Case No.: CVRI2401542

IF YOU BELIEVE THAT THE NUMBER OF WORKWEEKS OR PAY PERIODS LISTED BELOW IS INCORRECT, YOU MAY DISPUTE THE INFORMATION BY SUBMITTING DOCUMENTATION SHOWING THE CORRECT NUMBER OF WORKWEEKS OR PAY PERIODS YOU BELIEVE YOU WORKED DURING THE RELEVANT TIME PERIODS. ALL DISPUTES MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR: PHOENIX SETTLEMENT ADMINISTRATORS <<INSERT ADMINISTRATOR CONTACT INFO>>

DEADLINE: ALL DISPUTES MUST BE POSTMARKED OR DELIVERED ON OR BEFORE <<RESPONSE DEADLINE>>.

According to Defendant's records:

- You worked ____ workweeks for LDI Mechanical, Inc. in California between March 22, 2020 and <<CLOSE OF CLASS PERIOD>>;
- There were a total of ____ workweeks worked for LDI Mechanical, Inc. in California by all Class Members between March 22, 2020 and <<CLOSE OF CLASS PERIOD>>;
- You worked ____ weekly pay periods for LDI Mechanical, Inc. in California between March 22, 2023 and <<CLOSE OF PAGA PERIOD>>; and
- There were a total of ____ weekly pay periods worked for LDI Mechanical, Inc. in California by all PAGA Aggrieved Employees between March 22, 2023 and <<CLOSE OF PAGA PERIOD>>.

Based on this information, your Settlement Award is estimated to be \$ _____. Your share of the PAGA Amount is estimated to be \$ _____.

Provide any evidence to support what you believe is your actual number of workweeks and pay periods during the relevant time periods. Please attach additional pages if necessary:

REQUEST FOR EXCLUSION FORM

Falcao Rivelino Hernandez, et al. v. LDI Mechanical, Inc.
Riverside County Superior Court
Case No.: CVRI2401542

IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL OR DELIVER THIS FORM, POSTMARKED ON OR BEFORE <<RESPONSE DEADLINE>>, ADDRESSED AS FOLLOWS:

[INSERT SETTLEMENT ADMINISTRATOR]
Falcao Rivelino Hernandez, et al. v. LDI Mechanical, Inc.
SETTLEMENT ADMINISTRATOR
<<INSERT ADMINISTRATOR CONTACT INFO>>

DO NOT SUBMIT THIS FORM IF YOU WISH TO BE PART OF THE CLASS ACTION SETTLEMENT. DO NOT SUBMIT THIS FORM TO THE COURT.

By signing, filling out, and returning this form, I confirm that I **do not** want to be included in the Settlement of the lawsuit entitled *Falcao Rivelino Hernandez, et al. v. LDI Mechanical, Inc.*, Riverside County Superior Court Case No. CVRI2401542.

I HAVE READ THE NOTICE TO SETTLEMENT CLASS AND I WISH TO OPT OUT OF THE SETTLEMENT CLASS IN *FALCAO RIVELINO HERNANDEZ, ET AL. V. LDI MECHANICAL, INC.*, RIVERSIDE SUPERIOR COURT CASE NO. CVRI2401542.

I UNDERSTAND THAT IF I OPT OUT FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT. HOWEVER, I MAY STILL BE ENTITLED TO RECEIVE A PORTION OF THE SETTLEMENT OF THE CLAIMS BROUGHT PURSUANT TO THE LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”) AS DESCRIBED IN THE ACCOMPANYING NOTICE TO SETTLEMENT CLASS.

Name

Last Four Digits of Social Security Number

Address

Date

Signature

OBJECTION FORM

Falcao Rivelino Hernandez, et al. v. LDI Mechanical, Inc,
Riverside County Superior Court
Case No.: CVRI2401542

ALL OBJECTIONS MUST BE MAILED OR DELIVERED DIRECTLY TO THE SETTLEMENT ADMINISTRATOR, PHOENIX SETTLEMENT ADMINISTRATORS AT <<INSERT ADMINISTRATOR CONTACT INFO>>. ALL OBJECTIONS MUST BE POSTMARKED OR DELIVERED ON OR BEFORE <<RESPONSE DEADLINE>>. SUBMITTING THIS FORM DOES NOT REQUIRE YOU TO APPEAR IN COURT. THE COURT WILL CONSIDER YOUR OBJECTION WHETHER OR NOT YOU APPEAR.

OBJECTING CLASS MEMBER INFORMATION:

Name	Telephone Number
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Address	Last 4 SSN
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Date	Signature
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DESCRIBE THE NATURE AND BASIS OF EACH OBJECTION AND PLEASE ATTACH ADDITIONAL PAGES IF NECESSARY:

EXHIBIT C

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 7, 2024

VIA LWDA WEBSITE

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

Re: *Sergio Rodriguez Nava v. LDI Mechanical, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Sergio Rodriguez Nava (“Mr. Nava”) in claims arising from his employment with LDI Mechanical, Inc., a Delaware Limited Liability Company; and Does 1 through 100 (collectively, “Defendants”). Mr. Nava is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754 (“any Labor Code penalties recoverable by state authorities may be recovered in a PAGA action by a person who was employed by the alleged violator and affected by at least *one* of the violations alleged in the complaint.”) (emphasis added). The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate a full-service heating, ventilation, and air conditioning company, specializing in HVAC design, fabrication, and installation services primarily for multi-family and commercial projects. Mr. Nava has been employed by Defendants as a “Lead Man” (or similarly titled position) since approximately 2001. Mr. Nava’s job duties include installation of air conditioning and HVAC units and ducts for residential and commercial projects. Mr. Nava commenced a medical leave of absence on approximately January 24, 2023. Unless otherwise specified, all allegations herein occurred during Plaintiff’s employment with Defendants.

Throughout Mr. Nava’s employment with Defendants, Defendants’ timekeeping policies and/or practices resulted in Mr. Nava and other aggrieved employees not being compensated for all hours actually worked, including all hours subject to the control of Defendants and/or suffered or permitted to work, whether by rounding, time-shaving, or otherwise. Specifically, Defendants require Mr. Nava and other aggrieved employees to travel to their assigned jobsites, which can vary in location each day, before being

permitted to clock in for their work shift, and therefore Defendants failed to pay Mr. Nava and other aggrieved employees for all time spent traveling to their initial jobsite each work day. Upon information and belief, Defendants' supervisors recorded the hours worked for Mr. Nava and other aggrieved employees, but did not accurately record the total hours worked or actual start and end times for Mr. Nava and other aggrieved employees, instead only recording the employees' start time after they arrived at the jobsite, resulting in Defendant's failure to compensate for all hours actually worked. Additionally, upon information and belief, Defendants rounded and/or time-shaved Mr. Nava and other aggrieved employees' hours in quarter increments, which resulted in Mr. Nava and other non-exempt employees not being compensated for all hours actually worked. *See Camp v. Home Depot U.S.A., Inc.*, (2022) 84 Cal.App.5th 638, 654 ("[I]f an employer, as in this case, can capture and has captured the exact amount of time an employee has worked during a shift, the employer must pay the employee for "all the time" worked."). As a result, Mr. Nava and other aggrieved employees were not compensated for all earned minimum and overtime wages.

Throughout Mr. Nava's employment, Defendants have maintained unlawful meal period policies/practices that fail to provide Mr. Nava and other aggrieved employees with all timely, duty-free 30-minute meal periods commencing before the end of the fifth hour of work. Specifically, Defendants frequently failed to provide Mr. Nava and other aggrieved employees with timely meal periods commencing prior to the completion of five hours of work. Additionally, Defendants have also failed to provide Mr. Nava and other aggrieved employees with any second meal periods, even though Mr. Nava and other aggrieved employees frequently worked shifts in excess of 10.0 hours. On occasions when Mr. Nava and other aggrieved employees are not provided with all lawful meal periods to which they were entitled, Defendants fail to pay Mr. Nava and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

Defendants also maintain an unlawful rest period policy/practice that fails to authorize and permit Mr. Nava and other aggrieved employees to take all lawful, duty-free 10-minute rest periods for every four hours worked, or major fraction thereof. Specifically, Defendants maintain a policy and/or practice of unlawfully combining rest breaks into the employees' meal periods, resulting in Mr. Nava and other aggrieved employees only being authorized and permitted to take a single, hour-long break during their work shift in violation of California law. *See Rodriguez v. E.M.E., Inc.* (2016) 246 Cal.App.4th 1027 (holding that in the context of an 8-hour shift with a single meal period, the preferred schedule requires the provision of a rest period in the middle of each "work period" before and after the meal break, and that "a departure from the preferred schedule is permissible only when the departure (1) will not unduly affect employee welfare and (2) is tailored to alleviate a material burden that would be imposed on the employer by implementing the preferred schedule."). Despite Defendants' failure to authorize and permit Mr. Nava and other aggrieved employees to take all legally compliant rest periods to which they were entitled, Defendants have failed to compensate Mr. Nava and other aggrieved employees

with an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

Defendants also require Mr. Nava and other aggrieved employees to use their personal cellular phones, vehicles, and tools for necessary work purposes. Specifically, Mr. Nava and other aggrieved employees are required to use their personal cellular phones for necessary work purposes, including to communicate daily with supervisors. Further, Mr. Nava and other aggrieved employees are required to drive their own personal vehicles to and from their respective job sites, however, Defendants have failed to compensate Mr. Nava and other aggrieved employees for all expenses, including mileage, relating to their use of personal vehicles. Additionally, Mr. Nava and other aggrieved employees are required to buy tools, such as impact drills, drills, levels, metal scissors, and electric saws, needed to complete their assigned work duties. However, Defendants fail to reimburse Mr. Nava and other aggrieved employees for a reasonable portion of their cellular phone expenses, use of their personal vehicles, or for the cost of necessary work tools, as mandated by Labor Code § 2802. *See also Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144 (holding that an employer must reimburse a reasonable portion of an employee's cell phone bill when its use is necessary for the job).

On approximately April 25, 2024, Mr. Nava submitted a written personnel and payroll records request to Defendants. Defendants failed to respond to Mr. Nava's records request within 21 calendar days from the date of the request, in violation of Labor Code § 226(c).

As a result of Defendants' failure to pay all minimum wages, overtime wages, as well as meal and rest period premium wages, Defendants maintain inaccurate payroll records, issue inaccurate wage statements to other aggrieved employees, and failed to pay all final wages owed to aggrieved employees upon their respective separations of employment.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 4 ("Wage Order 4"):

Overtime Wage Violations

Defendants were required to properly pay Mr. Nava and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 4. Wage Order 4, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per work day and/or in excess of 40 hours of work in the workweek. Defendants caused Mr. Nava and other aggrieved employees to work overtime hours but did not compensate Mr. Nava or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Wage Order 4, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Mr. Nava and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 4.

Meal Period Violations

As alleged above, Defendants failed to provide Mr. Nava and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 4, § 11. As a result, Mr. Nava and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

Wage Order 4, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof. As described above, Defendants also failed to authorize and permit Mr. Nava and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 4, § 12. As a result, Mr. Nava and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Mr. Nava and other aggrieved employees for all necessary business expenses incurred, including, among other things, personal cellular phone usage. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Mr. Nava and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226 *et seq.* Defendants' failures in furnishing other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

Waiting Time Penalties

Defendants failed to timely pay aggrieved employees all final wages due to them at the time of their separation from employment, which includes, among other things, unpaid overtime and minimum wages, and meal and rest period premium wages. Further, Mr. Nava is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages is willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an "aggrieved employee", Mr. Nava will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Mr. Nava's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to pay Mr. Nava and other aggrieved employees all overtime compensation earned;
- b. Defendants violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Nava and other aggrieved employees the statutory minimum wage for all hours worked;
- c. Defendants violated Labor Code §§ 226.7, 512, and 558, by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr.

Nava and other aggrieved employees at these employees' respective regular rates of compensation for meal period violations;

- d. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to authorize and permit Mr. Nava and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Mr. Nava and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- e. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Nava and other aggrieved employees for all necessary expenditures incurred;
- f. Defendants violated Labor Code § 226 *et seq.* by failing to furnish other aggrieved employees with all accurate and compliant itemized wage statements;
- g. Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to aggrieved employees upon their respective separations from employment;
- h. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Mr. Nava and other aggrieved employees; and
- i. Defendants violated Labor Code § 204 by failing to pay Mr. Nava and other aggrieved employees all wages earned at least twice during each calendar month.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

CC: LDI Mechanical, Inc, c/o Rebecca Ratliff 1587 E. Bentley Dr., Suite102 Corona, CA 92879 (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 06/08/2024

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8364 9689 56

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO, CA 90245 06/07/2024 16:58

ORIGINAL INTENDED RECIPIENT:

LDI MECHANICAL INC

C/O: REBECCA RATLIFF

1587 E BENTLEY DR STE 102

CORONA CA 92879-1788

JR - Nava, Sergio Rodriguez



Mailer: Haines Law Group

Date Produced: 07/02/2024

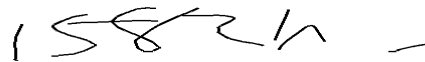
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8364 9689 56. Our records indicate that this item was delivered on 07/01/2024 at 04:00 p.m. in CORONA, CA 92879. The scanned image of the recipient information is provided below.

Signature of Recipient :



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Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

LDI MECHANICAL INC
C/O: REBECCA RATLIFF
STE 102
1587 E BENTLEY DR
CORONA CA 92879-1788

Customer Reference Number: C5079699.30605217

Return Reference Number JR - Nava, Sergio Rodriguez



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El Segundo, CA 90245
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March 22, 2024
Page 1 of 7

VIA ONLINE FILING

Labor and Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, CA 95814

PAGAfiling@dir.ca.gov

<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
Page 2 of 7

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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March 22, 2024
Page 3 of 7

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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March 22, 2024
Page 4 of 7

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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March 22, 2024
Page 5 of 7

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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March 22, 2024
Page 6 of 7

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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March 22, 2024
Page 7 of 7

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)

LDI MECHANICAL, INC.
1587 E. Bentley Drive, Suite 102
Corona, CA 92879

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

LDI MECHANICAL, INC.
ATTN: AGENT FOR SERVICE OF PROCESS, REBECCA RATLIFF
1587 E. Bentley Drive, Suite 102
Corona, CA 92879

EXHIBIT D

EXHIBIT E

MAGARIAN & DIMERCURIO, APLC

Krista DiMercurio (SBN 255774)

krista@magarianlaw.com

20 Corporate Park, Suite 255

Irvine, CA 92606

Tel: (714) 415-3412

Fax: (714) 276-9944

Attorneys for Defendant

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

FALCAO RIVELINO HERNANDEZ and
SERGIO RODRIGUEZ NAVA, individually
and on behalf of others similarly situated, and
as aggrieved employees and Private Attorneys
General,

Plaintiff,

vs.

LDI MECHANICAL, INC., a Delaware
corporation doing business in California; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CVRI2401542

*[Case assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1]*

**DECLARATION OF KRISTA
DIMERCURIO IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA ACTION
SETTLEMENT**

Date: September 8, 2025

Time: 8:30 a.m.

Dept.: 1

Action Filed: March 22, 2024

Trial Date: None Set

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I, Krista L. DiMercurio, hereby declare:

1. I am an attorney at law duly licensed to practice before all courts in the State of California. I am the attorney of record for Defendant. I assert the facts set forth herein based on personal knowledge and, if called as a witness, I could and would competently testify thereto.
2. I am submitting this Declaration in support of the Motion for Preliminary Approval of the Parties' Stipulation of Agreement ("Settlement Agreement") and specifically in connection with this Court's Class Action Case Management Order ("CMO").
3. The Settlement Agreement in connection with the Motion for Preliminary Approval in this matter is made by and between Plaintiffs Falcao Rivelino Hernandez ("Hernandez") and Sergio Rodriguez Nava ("Rodriguez") ("Plaintiffs"), individually and on behalf of the Class, on the one hand, and Defendant, on the other hand, in the above-entitled action.
4. Other than the instant action and the Rodriguez Action (San Diego County Superior Court matter entitled *Sergio Rodriguez Nava v. LDI Mechanical, Inc.*, San Diego Superior Court Case No. 37-2024-00026988-CU-OE-CTL) that is referenced in the Settlement Agreement and being settled by way of the Settlement Agreement, I am not aware of any other class, representative, or collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals, some or all of whom would also be members of the class defined in this action. As part of my research, I inquired of Defendant's principals. I also conducted an online search of court records for all county Superior Courts and federal District Courts in the State of California.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on July 30, 2025, at Irvine, California.

Dated: July 30, 2025

/s/ Krista L. DiMercurio
Krista L. DiMercurio

EXHIBIT F

MAGARIAN & DIMERCURIO, APLC
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Tel: (714) 415-3412
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Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

FALCAO RIVELINO HERNANDEZ and
SERGIO RODRIGUEZ NAVA, individually
and on behalf of others similarly situated, and
as aggrieved employees and Private Attorneys
General,

Plaintiff,

vs.

LDI MECHANICAL, INC., a Delaware
corporation doing business in California; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CVRI2401542

*[Case assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1]*

**DECLARATION OF JANET BRYAN IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA ACTION
SETTLEMENT**

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

Action Filed: March 22, 2024
Trial Date: None Set

1 **DECLARATION OF JANET BRYAN**

2 I, Janet Bryan, declare:

- 3 1. I have personal knowledge of the following facts and would and could testify
4 competently thereto if called as a witness in this action.
- 5 2. I am the Director of Human Resources the Defendant LDI MECHANICAL, INC.
6 (“Defendant” or “LDI”).
- 7 3. I am responsible for, and I oversee, all aspects of human resources for Defendant,
8 including but not limited to, hiring, terminating, new hire paperwork, separation
9 paperwork, and policies and procedures for the workforce. I am the person at LDI with
10 the most knowledge regarding the workforce’s age, education, experience, English-
11 language facility, as well as the policies and procedures that apply to all employees.
- 12 4. I have reviewed LDI’s files and records pertaining to the workforce’s age, education,
13 experience, English-language facility. I also observe the workforce on a daily basis, and
14 have done so throughout the duration of my employment (twenty-five years) with
15 Defendant.
- 16 5. The average age of the Class Members is 36.
- 17 6. The average education of the Class Members is high school diploma.
- 18 7. The average experience of the Class Members is manual labor and general office work.
- 19 8. The average English-language faculty is 80% Spanish-speaking, with approximately
20 20% of that 80% being bilingual.

21

22 I declare under penalty of perjury under the laws of the state of California that the
23 foregoing is true and correct and that this Declaration was executed in Corona, California on the
24 date noted below.

25

26 Dated: August 6, 2025

Janet Bryan

27 JANET BRYAN