

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Andrew T. Katseanes (State Bar No. 351638)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 facsimile
nick@ferrarovega.com / lauren@ferrarovega.com /
andrew@ferrarovega.com

Attorneys for Plaintiff Stephen Armas

(Additional Counsel on following page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

STEPHEN ARMAS and JOSE ISRAEL
JERONIMO BRAN, as individuals and on
behalf of others similarly situated and the State
of California under the Private Attorneys
General Act,

Plaintiffs,

vs.

JJ&S ASBESTOS REMOVAL, INC., and
DOES 1 through 50, inclusive,

Defendants.

Case No. 24CU000405C

Hon. Blaine K. Bowman
Dept. 74

CLASS ACTION

**DECLARATION OF NICHOLAS J. FERRARO
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Motion for Prelim. App. Hearing:

Date: May 15, 2026
Time: 8:30 a.m.

[Filed concurrently with Plaintiffs' Notice of
Motion and Motion of Preliminary Approval of
Class Action Settlement, Plaintiffs' Memorandum
of Points and Authorities, Declaration of Paul K.
Haines, Declaration of Scott M. Lidman,
Declaration of Jodey Lawrence of Phoenix
Settlement Administrators in Support, and
[Proposed] Order]

Action Filed: July 10, 2024

1 HAINES LAW GROUP, APC
2 Paul K. Haines (SBN 248226)
3 phaines@haineslawgroup.com
4 2155 Campus Drive, Suite 180
5 El Segundo, California 90245
6 Tel: (424) 292-2350
7 Fax: (424) 292-2355

8 *Attorneys for Plaintiff Josue Israel Jeronimo Bran*

9 LIDMAN LAW, APC
10 Scott M. Lidman (SBN 199433)
11 slidman@lidmanlaw.com
12 Milan Moore (SBN 308095)
13 mmoore@lidmanlaw.com
14 Tiara Gose-Hardy (SBN 323823)
15 tgose@lidmanlaw.com
16 2155 Campus Drive, Suite 150
17 El Segundo, California 90245
18 Tel: (424) 322-4772
19 Fax: (424) 322-4775

20 *Attorneys for Plaintiff Josue Israel Jeronimo Bran*

1 I, Nicholas J. Ferraro, declare as follows:

2 1. I am counsel of record for Plaintiff Stephen Armas in this action. I am principal of
3 Ferraro Vega Employment Lawyers, Inc. and an attorney licensed to practice law in the State of
4 California and in Washington State. I submit this declaration in support of Plaintiffs' Motion for
5 Preliminary Approval of Class Action Settlement. If called as a witness, I would testify honestly to the
6 below facts based on my personal knowledge. Attached to this declaration are true and correct copies
7 of the following documents and records:

8 Exhibit 1 Joint Stipulation and Settlement Agreement of Class Action and PAGA
9 Representative Action Claims

10 Attachment A Notice Of Class Action And PAGA
11 Representative Action Settlement

12 Exhibit 2 PAGA Notice for Plaintiff Stephen Armas

13 Exhibit 3 PAGA Notice for Plaintiff Josue Israel Jeronimo Bran

14 Exhibit 4 Settlement Administration Estimate

15 Exhibit 5 Ferraro Vega Firm Resume

16 **Background**

17 2. ***The Parties.*** Plaintiff Armas worked as a Project Estimator and Superintendent for
18 Defendant JJ&S Asbestos Removal, Inc. (hereinafter, "Defendant"), from about December 2022 to May
19 2024. Plaintiff Jeronimo Bran worked as a General Laborer for Defendant, from October 2022 to April
20 2024.

21 3. Defendant is an environmental emergency, commercial and residential project
22 specialists' company.

23 4. ***The Dispute.*** Plaintiffs alleged a host of wage and hour claims against Defendant.

24 5. ***Summary of the Investigation, Litigation, and Informal Discovery.*** In January 2024,
25 Plaintiff Armas sought legal advice and counsel regarding employment and payroll issues they
26 perceived were affecting them and their coworkers. As part of that process, my office sent employer
27 statutory records requests under Labor Code §§ 226, 432, and 1198.5 to obtain Plaintiff Armas'
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1 employment, payroll, and personnel files. Upon receipt of the records, my office, in conjunction with
2 Plaintiff Armas, conducted a thorough investigation regarding the putative claims, including
3 interviewing Plaintiff Armas and witnesses, reviewing policies and employment records, accessing
4 publicly available information about Defendant, searching the LWDA website, Pacer, and state court
5 dockets for any related cases, and conducting legal research and analysis.

6 6. On June 25, 2024, my office, on behalf of Plaintiff Armas, electronically filed a Notice
7 of Labor Code Violations with the LWDA and sent it by certified mail to Defendant. A true and correct
8 copy of the PAGA Notice is attached hereto as Exhibit 3 (PAGA Notice for Plaintiff Armas).

9 7. On July 30, 2024, my co-counsel's (Lidman Law, APC) office, on behalf of Plaintiff
10 Bran, electronically filed a Notice of Labor Code Violations with the LWDA and sent it by certified
11 mail to Defendant. A true and correct copy of the PAGA Notice is attached hereto as Exhibit 4 (PAGA
12 Notice for Plaintiff Jeronimo Bran).

13 8. After the pleadings in the matter were set and discovery had issued, my office conferred
14 with Defendant's counsel to assess the claims and prospective defenses. The parties agreed to structure
15 litigation in a manner where the parties would exchange data and documents in an attempt to resolve
16 the case on a class action basis at mediation. The parties set a mediation date for December 4, 2025,
17 with Todd Smith, an experienced and respected mediator of wage and hour class actions.

18 9. As a condition of mediation, my office requested (and received) all relevant employment
19 and payroll policies and procedures for the class period, along with wage statements, pay data, and time
20 entry records for 35% percent of the putative class of approximately 266 individuals for the four-year
21 class period. We also received additional documents relating to their employment; their complete
22 personnel file, time, and pay data; additional documents provided by Defendant that they argued
23 supported their defenses; and data points regarding total employees, total weeks worked, total pay
24 periods, and rates of pay (among other information) for individuals in the class (subject to a four-year
25 statute of limitation) and the PAGA group of aggrieved employees (subject to a one-year statute of
26 limitation). To allow for a full review and analysis of the data and documents, we requested the data
27 and documents no later than 30 days before the scheduled mediation date.

10. Based on the data and documents, my co-counsel's (Lidman Law, APC) office retained an expert economist to do a damage analysis, assessing factors based on assumptions of violation rates (for example, missed rest breaks) and an analysis of violations (i.e., late or short meal periods and "regular rate" issues) evident from the face of the records. My office and my co-counsel's office, with the expert, generated damage exposure models that were then used to help determine the employee wages and penalties at issue in the litigation.

11. **Mediation.** Mediation was held on December 4, 2025, and lasted all day. The parties contested key issues but ultimately agreed upon principal settlement terms in an MOU.

12. ***Settlement.*** We worked diligently after mediation to prepare a long form settlement agreement, a true and correct copy of which is attached in full as Exhibit 1 to this declaration. A true and correct copy of the Class Notice is attached as Attachment A to the Settlement. This document will be mailed to each class member in accordance with the notice procedures of the Settlement.

13. My office will be filing a copy of the settlement agreement with the LWDA before the preliminary approval hearing.

The Proposed Settlement

14. The resolution reached at mediation is memorialized in the “Joint Stipulation and Settlement Agreement of Class Action and PAGA Representative Action Claims” attached hereto as Exhibit 1 and referred to as the “Settlement.”

15. As broken down on the table set forth in the accompanying Memorandum of Points and Authorities, the Net Settlement Amount is calculated pursuant to the terms of the Settlement by taking the Gross Settlement Amount of \$310,000 and subtracted the Attorneys' Fees, Litigation Costs, Service Award, LWDA's share of the PAGA Payment and the Settlement Administrator's Costs, with the balance being disbursed to participating class members under the terms and procedures of the Settlement Agreement.

16. Class members averaged approximately 44 weeks of paid work with the company (11,800 workweeks / 266 class members) during the class period. On a workweek basis, the workweek valuation is \$26.27 (gross) per week worked by a participating class member and \$11.46 (net) after

1 accounting for costs, fees, administration expenses, and other deductions from the GSA. If a class
2 member works the full class period—295 workweeks from July 10, 2020, through March 4, 2026—
3 and does not opt-out of the Settlement, he or she will automatically receive an estimated \$7,750 on a
4 gross basis and approximately \$3,381.25 (net) after accounting for all deductions like attorneys' fees,
5 costs, and administration expenses, without the need to submit a claim form.

6 **Preliminary Approval Standards**

7 17. My experience in wage and hour class action litigation is described below, and our
8 updated Firm Resume is attached hereto as Exhibit 5. The experience in wage and hour class action
9 litigation for my co-counsel Paul K. Haines of Haines Law Group, APC and Scott M. Lidman of Lidman
10 Law, APC are described in their declarations filed concurrently with this Motion. My co-counsel and
11 partner, Lauren N. Vega, also has substantial experience in handling class actions and other complex
12 litigation as both an employment defense and plaintiff's lawyer in cases like this one. We have engaged
13 in significant pre-litigation investigation, witness interviews, formal and informal discovery, damage
14 analysis, and other litigation efforts on behalf of Plaintiffs and the putative class. My office has
15 extensive experience litigating class actions on behalf of both plaintiffs and defendants. Our litigation
16 practice focuses primarily on wage and hour claims arising under California and federal law. Ferraro
17 Vega Employment Lawyers has already invested significantly in the investigation, litigation, and
18 resolution of this case and will continue to devote the necessary resources to bring the matter through
19 final approval and conclusion.

20 18. Defense counsels are skilled and sophisticated lawyers, with significant class action
21 experience, from the law firm of Fisher & Phillips LLP. Defense counsels' defense and counsel to their
22 client throughout this case is reflective of their substantial skill and experience in similar litigation.

23 19. Ultimately, the settlement is fair, reasonable, and in the best interest of the class in light
24 of the monetary recovery, difficulties of this litigation, the developing state of the law, risks of
25 certification/decertification, summary adjudication, the lengthy process of establishing damages, and
26 delay and uncertainty of appeals. Although the exchange of documents, data, records, and information
27 in advance of mediation was significant, the parties still had extensive discovery to complete in formal
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1 litigation had the matter not settled. This would have required an expenditure of substantial time and
2 resources by both parties over the course of the next several years. We would have continued to advance
3 the case through written discovery, third party witness investigations, and depositions, whereas
4 Defendant would have prepared motions for summary judgment on ripe legal issues. Even if Plaintiffs
5 certified all claims and avoided summary judgment on certain legal issues, the parties would incur
6 considerably more attorneys' fees and costs through additional motions, trial, and possible appeal.
7 Instead, this settlement avoids those risks and the accompanying expenses on the parties, the court, and
8 the putative class members.

9 20. My office and my co-counsel's office will continue to represent Plaintiffs and the best
10 interests of the putative class throughout final approval of the proposed settlement in this case. Neither
11 my office, my co-counsel's office nor Plaintiffs have any conflicts of interest with the class as a whole
12 or with any individual class member. There are no ancillary agreements made in connection with the
13 proposed settlement between or among Plaintiffs, Defendant, or their respective counsel of record.

14 **Amount in Controversy and Risks of Continued Litigation**

15 21. In reaching the decision to settle this case, my office and my co-counsel's offices, in
16 conjunction with our clients, considered the risks of proceeding with the litigation. These threshold
17 risks involved a denial of class certification on all or some of the claims. Additionally, these risks
18 included the burdens of proof to establish liability, the merits of the defenses raised by Defendant, the
19 difficulties in establishing damages for purposes of proof at trial (and for purposes of manageability or
20 class certification challenges), the likelihood of success at trial, and the probability of appeal in the
21 event of a favorable judgment.

22 22. Based on the data and information provided by Defendant, my office and my co-
23 counsel's offices calculated the realistic potential damage exposure for the underlying class claims to
24 be approximately **\$468,742** exclusive of PAGA penalties and interest. This represents the realistic
25 amount Plaintiffs would recover in the event Plaintiffs' claims were successfully certified as a class
26 action, and Plaintiffs were able to establish liability on each of these claims at trial. The maximum
27 potential damages estimate is based on an analysis of the data by an expert witness experienced in
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1 damage analysis in wage and hour claims, our office's review and analysis of the data, and policies, and
2 information provided by Defendant, Plaintiffs and Class Members. The GSA of \$310,000 represents
3 approximately **66% percent** of the realistic exposure set forth above. A detailed explanation of
4 Plaintiffs' evaluation is as follows:

5 **a. Unpaid Minimum Wages**

6 Plaintiffs' cause of action for uncompensated off-the-clock hours worked (plus liquidated
7 damages) concerns to the work performed off-the-clock, reasonably estimated at approximately .5 hours
8 every other work week per each of the 266 class members, totaling \$76,930, plus an equal amount in
9 liquidated damages under Labor Code § 1194.2, totaling **\$153,860**. This represents the amount of
10 alleged unpaid wages Plaintiffs would have obtained at trial in the event they certified the class,
11 overcame hurdles on the burden of proof, and proved 100 percent of the claim for the Class.

12 Furthermore, paired with Defendant's facially compliant policies, this claim was unlikely to be
13 certified.

14 Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the maximum
15 amount to **40% percent** of its maximum value, representing its likelihood of success on the merits in
16 light of evidentiary issues. Plaintiffs therefore attributes final reasonable exposure of **\$61,544** attributed
17 to the respective off-the-clock claims.

18 **b. Failure to Pay All Overtime Wages**

19 Plaintiffs' cause of action for unpaid overtime wages is primarily based on the allegation that
20 Defendant undercalculated the "regular rate of pay" used to calculate and pay overtime to the Class by
21 not including all forms of remuneration in the base rate used to calculate overtime at the required 1.5
22 or 2.0 multiple. The sum of unpaid overtime wages for this claim is **\$52,998** for regular rate
23 underpayments, which represents the amount of alleged unpaid overtime Plaintiffs would have obtained
24 at trial in the event they certified the class, overcame hurdles on the burden of proof, and proved 100
25 percent of the claim for the Class.

26 Plaintiffs believe this argument was meritorious and would have prevailed. The regular rate
27 payments are obvious from the face of the records, though not as widespread as initially understood.
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1 Therefore, for class certification purposes, this claim may have been subject to attack on the basis of
2 prevalence and commonality, in the sense that the small unpaid wage balance owed was demonstrative
3 of a discrete, rather than prevalent or common issue. Nevertheless, Plaintiffs believe this claim was
4 strong, though relatively small.

5 Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the exposure to
6 **70% percent** of its maximum value, in light of the relative strengths of the claim, but accounting for
7 issues at the class certification stage. Plaintiffs therefore attributes final reasonable exposure of **\$37,098**
8 attributed to the respective overtime claims.

9 **c. Failure to Pay Sick Leave Pay**

10 Plaintiffs' cause of action for unpaid paid sick leave wages is also primarily based on the
11 allegation that Defendant undercalculated the "regular rate of pay" used to calculate and pay sick leave
12 pay to the Class by not including all forms of remuneration in the base rate used to calculate the earnings.
13 The sum of unpaid overtime wages for this claim is **\$26,374** for regular rate underpayments, which
14 represents the amount of alleged underpaid sick pay Plaintiffs would have obtained at trial in the event
15 they certified the class, overcame hurdles on the burden of proof, and proved 100 percent of the claim
16 for the Class.

17 For the same reasons as discussed above for the unpaid overtime claim, Plaintiffs modestly
18 reduced the exposure to **70% percent**, totaling **\$18,461** in underpaid sick leave.

19 **d. Meal Period Premiums**

20 Plaintiffs' cause of action for unpaid meal period premiums is based on the allegation that
21 Defendant did not consistently pay meal period premiums when employees missed a meal period,
22 received a late meal period, or received a short meal period (less than 30 minutes). The total exposure
23 amounts to **\$302,868.**

24 However, in response, Defendant maintained that it did not exercise control over employee's
25 lunch breaks, had compliant meal period policies, and therefore had fulfilled obligations under *Brinker*.
26 In light of the fact that the facial meal period violation rate was relatively low (under 20 percent), this
27 claim would have been relatively difficult to prove.
28

1 Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the likely
2 exposure to **50% percent** of its maximum value. Plaintiffs therefore attribute final reasonable exposure
3 of **\$151,434** to the respective meal period claims.

4 **e. Rest Period Violations**

5 Plaintiffs' cause of action for unpaid rest period premiums is based on the allegation that
6 Defendant did not consistently pay rest period premiums when employees missed a rest period or
7 received a short or interrupted rest period. Plaintiffs' claim assumed that employees did not receive a
8 fully compliant rest period on one out of every five shifts over 3.5 hours in length during the class
9 period. The sum of unpaid rest period premiums for this claim is **\$353,855** which represents the amount
10 of alleged unpaid rest period premiums for the employees that Plaintiffs would have obtained at trial in
11 the event they certified the class, overcame hurdles on the burden of proof, and proved 100 percent of
12 the claim.

13 However, Defendant maintained lawful written rest period policies, and Plaintiffs and the Class
14 did indeed confirm that rest periods were provided, though not always possible due to the work
15 demands. Additionally, Defendant maintained strong arguments that it provided compliant policies and
16 therefore fulfilled its obligation to authorize and permit rest periods.

17 Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the likely
18 exposure to **20% percent** of its maximum value. Plaintiffs therefore attribute final reasonable exposure
19 of **\$70,771** attributed to the respective rest period claims.

20 **f. Wage Statement Violations**

21 Plaintiffs contended that Defendant's wage statements were non-compliant. There were **5,984**
22 pay periods during the wage statement liability period. As a result, applying Labor Code § 226's \$50
23 per initial pay period penalty and \$100 subsequent per pay period penalty, the total exposure for the
24 wage statement claim is **\$396,250** which represents the amount of alleged wage statement penalties
25 Plaintiffs would have obtained at trial in the event they certified the class, overcame hurdles on the
26 burden of proof, and proved 100 percent of the wage statement claim for the Class.

1 However, Defendant presented a series of legal arguments against the wage statement penalty;
2 namely, that the wage statements correctly reflected what was actually paid, which suffice under
3 California law. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1336 (2018), review
4 denied (Aug. 22, 2018). Moreover, a recent opinion from the California Supreme Court, *Naranjo v.*
5 *Spectrum Security Services, Inc.* Case No. S279397 (May 6, 2024) rendered derivative wage statement
6 violations challenging to obtain full penalties based on the idea of good faith compliance. Ninth Circuit
7 adverse authority on the issue of standing with respect to Labor Code § 226(a) claims exists in *Magadia*
8 *v. Wal-Mart Associates*, No. 19-16184 (9th Cir., May 28, 2021). Defendant would have relied on these
9 and other authorities to argue that Plaintiffs were unable to obtain wage statement penalties, particularly
10 on derivative claims where the wage statements reflect what was actually paid.

11 Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the likely
12 exposure to **10% percent** of its maximum value. Plaintiffs therefore attribute final reasonable exposure
13 of **\$39,625** to the respective wage statement claims.

14 **g. Waiting Time Penalties**

15 Plaintiffs contended that Defendant was liable for waiting time penalties because it failed to pay
16 all minimum and overtime wages to the Class. Based on 269 employees, the waiting time penalty
17 amount to exposure of **\$748,478**. This amount represents the alleged waiting time penalties Plaintiffs
18 would have obtained for the Class at trial in the event they certified the class, overcame hurdles on the
19 burden of proof, proved 100 percent of the underlying wage claims, and provided that Defendant
20 willfully failed to pay all wages owed under Labor Code § 203.

21 However, Defendant argued that Plaintiffs could not prove the “willful” prong needed to obtain
22 waiting time penalties under Labor Code § 203. Moreover, Plaintiffs would have to overcome
23 damaging precedent to prove an entitlement to the penalties. Based on Plaintiffs’ counsels’ review of
24 how Defendant was calculating and paying overtime, they indeed did attempt to pay overtime at the
25 “regular rate of pay,” including all forms of remuneration in the base rate used to calculate the 1.5x or
26 2.0x multiple, but only had a small handful of “regular rate” underpayments.

1 Accordingly, Plaintiffs negotiated and discounted the maximum wage statement penalties to
2 **10% percent** of the asserted exposure, which represents a reduction of the waiting time penalties to
3 account for strong factual and legal defenses, for a final reasonable estimate of **\$74,847** attributed to
4 the respective waiting time penalty claim.

5 **h. Failure to Reimburse Business Expenses**

6 Plaintiff contended that Defendant was liable for unreimbursed employee expenses attributed to
7 employee cell phones use for business related purposes. Defendant contested this claim, and provided
8 support that such use was limited, intermittent, and often incidental to an employee's primary job duties.
9 Defendant also presented evidence that it had a policy that prohibited personal cell phone usage, and
10 that it also provided all putative class members all necessary tools to perform their jobs. For these
11 reasons, there was a significant risk that Plaintiff would not be able to establish class-wide liability and
12 damages.

13 Based on the inherent conflicts of this claim and practice changes we elected to resolve at **50%**
14 **percent** of asserted exposure, which represents a reduction of expenses to account for the lack of
15 recorded evidence of this violation, for a final and reasonable estimate of **\$14,960**, attributed to the
16 respective reimbursement claim.

17 **i. Private Attorneys General Act Claims**

18 The \$20,000 allocated to PAGA penalties in this class action settlement is congruent with the
19 authorities cited in Plaintiffs' memorandum. Here, Defendant steadfastly contests liability, as well as
20 the propriety of class certification, and was prepared to oppose class certification and defend Plaintiffs'
21 claims in the event the action is not resolved. Maximum PAGA penalties were estimated, based on
22 4,406 pay periods during the PAGA Period, at **\$223,807** for the *eight* underlying violations. However,
23 at trial the Court would maintain significant discretion to reduce PAGA penalties, and therefore a more
24 realistic outcome would be approximately **15% percent** of the maximum penalty amount, **\$33,571**.
25 After reasonable reductions are made to maximum exposure to reflect the realistic liability exposure,
26 the potential damages, as well as the substantial risks to recovery, this non-reversionary settlement
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1 accomplishes the purposes of the PAGA and the settlement, as a whole, is well within the “ballpark” of
2 reasonableness, warranting preliminary approval.

3 **Attorneys’ Fees and Costs**

4 23. My office along with my co-counsel’s offices will file a motion for reimbursement of
5 verified litigation expenses and an award of fees not to exceed 35 percent of the total settlement amount.
6 The request for fees as a percentage of the common fund is reasonable in light of the amount recovered,
7 result obtained for the class, hours expended, and other relevant factors, and will be supported by
8 additional evidence submitted at the final approval stage, including support for the reasonable hourly
9 rate, hours, and additional factors justifying the request for attorneys’ fees and reimbursement of
10 litigation costs advanced on a contingent-fee basis.

11 **Service Award to Plaintiffs**

12 24. The Settlement provides for Service Awards totaling \$20,000 (\$10,000 to Plaintiff
13 Armas and \$10,000 to Plaintiff Jeronimo Bran) for Plaintiffs to recognize their substantial effort, risk,
14 and initiative in assisting with the prosecution and resolution of this case. Plaintiffs were dedicated and
15 invested considerable time and energy assisting their attorneys with the prosecution of the action.
16 Plaintiffs’ steadfast contributions in light of the risks and stresses of the case litigation should be
17 acknowledged. At the final approval stage, Plaintiffs and Class Counsels will provide declarations
18 providing additional information in support of this request.

19 **Experience & Adequacy of Counsel**

20 25. I am counsel of record in more than one dozen wage and hour class and representative
21 actions filed throughout the State of California, in state and federal courts.

22 26. As set forth on our Firm Resume, attached hereto as Exhibit 5, my firm has handled
23 many wage and hour class and representative actions through litigation and final judgment.

24 27. I have also previously served as defense counsel in numerous class action lawsuits,
25 including through final judgment in *Espinosa v. California College of San Diego, Inc., et al.* (U.S.
26 District Court, S.D. Cal., Case No. 17CV00744 [Hon. Michael M. Anello]).

1 28. I am a graduate of Gonzaga University and the University of San Diego School of Law,
2 where I was a member of the *San Diego Law Review* and recipient of a Dean's Honor Scholarship.

3 29. I was admitted to the State Bar of California in 2015 and worked at Simpson Delmore
4 Greene as an attorney. While at this firm I was primarily staffed on employment litigation and
5 counseling matters helping small and large employers. I was admitted to the State Bar of Washington
6 in 2022.

7 30. In May 2016, I accepted an associate attorney position on the employment law team at
8 the national law firm of Gordon Rees Scully Mansukhani LLP, at its Downtown San Diego office,
9 where I specialized in the defense of wage and hour and employment lawsuits filed by employees.

10 31. In March 2017, I accepted an associate attorney position in the labor and employment
11 department of the Philadelphia-based international law firm of Duane Morris LLP, at its Downtown
12 San Diego office. At Duane Morris, I had a particular focus on the defense of wage and hour class and
13 PAGA actions.

14 32. In August 2018, I started my own law practice, which I called Ferraro Employment Law,
15 Inc. (now known as Ferraro Vega Employment Lawyers, Inc.). Currently, about 90 percent of the firm's
16 practice is dedicated exclusively to prosecuting wage and hour class and representative actions under
17 the California Labor Code, California Private Attorneys General Act, California Business and
18 Professions Code, and the Fair Labor Standards Act. About 10 percent of my practice is dedicated to
19 individual claims involving unpaid wages, wrongful termination, discrimination, harassment, and
20 retaliation claims arising under the California Fair Employment and Housing Act, California Labor
21 Code, and common law. A portion of my practice involves helping businesses comply with California
22 and federal employment laws.

23 33. As a lawyer who focuses exclusively on labor and employment law issues, I have had
24 articles included in various written and online publications, including *California Employment Law*
25 *Letter*, *HR Daily Advisor*, Lexology, and in client alerts and newsletters. I have been asked to speak on
26 wage and hour and employment law issues during classes at the University of San Diego School of
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1 Law, San Diego State University, and with the San Diego HR Forum, among other conferences and
2 seminars for clients hosted by my previous law firm employers.

3 34. In November 2022, I presented on wage and hour class and PAGA actions as a guest
4 lecturer in an Employment Law class at the University of San Diego School of Law. In September
5 2021, I helped create and lead a training seminar for the labor standards enforcement attorneys at the
6 California Department of Industrial Relations (DIR) on selected wage and hour litigation and arbitration
7 issues. I have also served as a panelist at the San Diego County Bar Association's 2019 Labor &
8 Employment Law Conference, and again at the San Diego County Bar Association's 2021 Labor and
9 Employment Law Conference.

10 35. I previously served on the Wage and Hour Committee for the California Employment
11 Lawyers Association and have held prior leadership positions with the Association of Business Trial
12 Lawyers (San Diego) and San Diego County Bar Association (Labor & Employment Law Section).

13 36. In 2022, the *San Diego Business Journal* named me as a "Top 100 Leaders in Law" in
14 their annual publication. For the past five years, from 2019 through 2023, Thomson Reuters' Super
15 Lawyers rating service recognized me as a "Rising Star" in the area of Class Actions. This is a
16 marketing honor that is awarded to 2.5 percent of California lawyers under the age of 40. For the years
17 of 2022 through 2024, *Best Lawyers* included me as "The Best Lawyers in America: Ones to Watch"
18 for California labor and employment lawyers.

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I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct. Executed on April 23, 2026, in San Diego, California.

Nicholas J. Ferraro
*Attorney for Plaintiffs Stephen Armas and
Josue Israel Jeronimo Bran*

EXHIBIT 1

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 fax
nick@ferrarovega.com / lauren@ferrarovega.com

Attorneys for Plaintiff Stephen Armas

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
JOSUE ISRAEL JERONIMO BRAN

Phillip G. Simpler (SBN 292486)
E-Mail: psimpler@fisherphillips.com
Audrey W. Surridge (SBN 318838)
E-Mail: asurridge@fisherphillips.com
FISHER & PHILLIPS LLP
4747 Executive Drive, Suite 1000
San Diego, California 92121
Telephone: (858) 597-9600
Facsimile: (858) 597-9601

*Attorneys for Defendant, JJ&S ASBESTOS REMOVAL,
INC.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO - HALL OF JUSTICE COURTHOUSE

STEPHEN ARMAS and JOSUE ISRAEL
JERONIMO BRAN, on behalf of others
similarly situated,

Plaintiffs,

v.

JJ&S ASBESTOS REMOVAL, INC., and
DOES 1 through 50, inclusive,

Defendants.

CASE NO. 24CU000405C
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Blaine K. Bowman, Dept. C-74*

**JOINT STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION AND
PAGA REPRESENTATIVE ACTION CLAIMS**

Second Amd CT: January 16, 2026
First Amd CT: September 3, 2024
Complaint Filed: July 10, 2024
Trial Date: Not Set

1 **HAINES LAW GROUP, APC**
Paul K. Haines (SBN 248226)
2 phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
3 El Segundo, California 90245
Tel: (424) 292-2350
4 Fax: (424) 292-2355

5 Attorneys for Plaintiff
JOSUE ISRAEL JERONIMO BRAN
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1 This Joint Stipulation And Settlement Agreement Of Class Action And PAGA
2 Representative Action Claims is made by and between Plaintiffs Stephen Armas and Josue Israel
3 Jeronimo Bran on behalf of themselves and each of the other Class Members, on the one hand,
4 and Defendant JJ&S Asbestos Removal, Inc. on the other hand, and is subject to the approval of
5 the San Diego County Superior Court.

6 **1. DEFINED TERMS**

7 1.1 “Action” or “Class Action” means the civil action being resolved by this
8 settlement entitled *Stephen Armas v. JJ&S Asbestos Removal, Inc.* San Diego County Superior
9 Court Case No. 24CU000405C.

10 1.2 “Agreement,” “Settlement,” “Settlement Agreement,” or “Stipulation” means this
11 Joint Stipulation And Settlement Agreement Of Class Action And PAGA Representative Action
12 Claims.

13 1.3 “Bran Action” means the civil action entitled *Josue Israel Jeronimo Bran v. JJ&S*
14 *Asbestos Removal, Inc.* Orange County Superior Court Case No. 30-2024-01415808-CU-OE-
15 CXC, Request for Dismissal without prejudice entered on February 11, 2026.

16 1.4 “Class,” “Class Members,” and “Settlement Class” means all current and former
17 non-exempt employees of Defendant who worked in California during the Class Period.

18 1.5 “Class Counsel” means Scott M. Lidman, Milan Moore and Tiara Gose-Hardy of
19 Lidman Law, APC, Paul K. Haines of Haines Law Group, APC and Nicholas Ferraro of Ferraro
20 Vega Employment Lawyers.

21 1.6 “Class Member Payment” means each Participating Class Member’s payment
22 under this Settlement for being a Participating Class Member.

23 1.7 “Class Period” means the period from July 10, 2020 through March 4, 2026.

24 1.8 “Class Notice” means a notice entitled “Notice Of Class Action And PAGA
25 Representative Action Settlement” in the form substantially similar to that attached hereto as
26 **Exhibit A.**

27 1.9 “Class Representatives” or “Plaintiffs” means Plaintiff Stephen Armas and Josue
28 Israel Jeronimo Bran.

1 1.10 “Complaint” means the Third Amended Class Action and Representative Action
2 Complaint filed in the Action on April 6, 2026. This is the operative pleading in the Action
3 which adds the Plaintiff Bran to the Action and his related claims. Plaintiff Armas’ PAGA notice
4 to the LWDA is attached to, and is part of, the Complaint. Plaintiff Bran’s PAGA notice to the
5 LWDA is attached to, and is part of, the Complaint.

6 1.11 “Costs Award” means the amount of litigation expenses Class Counsel incurred
7 in prosecuting on behalf of the Class and PAGA Group and that are awarded by the Court.

8 1.12 “Court” means the Superior Court for the State of California, for the County of
9 San Diego, which is the court that the Parties will be submitting this Settlement to for purposes
10 of obtaining court approval.

11 1.13 “Covered Claims” and “Released Claims” means any and all claims asserted in
12 the Complaint or any other claims that could have been asserted in the Complaint based on the
13 facts alleged in the Complaint, which the Class and/or any Class Member has ever had, or
14 hereafter may claim to have, for the Class Period. This includes any and all claims during the
15 Class Period concerning violations or damages relating to meal periods, rest periods, pay stubs,
16 off the clock work, minimum wages, overtime wages, late payment of wages, waiting time
17 penalties, unreimbursed business expenses, recordkeeping, record production, claims for
18 violation of the California Labor Code (including Labor Code §§ 201, 202, 203, 204, 226(a),
19 226.7, 510, 512, 1174(d), 1194, 1197, 1198, 2802), claims for violation of all similar provisions
20 or requirements of California law (including the California Code Of Regulations, the California
21 Industrial Welfare Commission Wage Orders, and the General Minimum Wage Order, and
22 Business & Professions Code §§ 17200 et seq.). As of the Final Approval Date, each
23 Participating Class Member shall be deemed to have fully, finally, and forever released,
24 relinquished, and discharged the Released Parties from all Released Claims.

25 1.14 “Class List” means a confidential list of Class Members that Defendant will
26 diligently and in good faith compile from its records and provide to the Settlement Administrator
27 only. Class Counsel will not receive a copy of the confidential list. The Class List shall be in
28 computer-readable format, and shall include each Class Member’s full name; employee ID while

1 employed with Defendant; dates of employment during which he or she worked as a non-exempt
2 employee for Defendant; last known home address and last known telephone number to the extent
3 available in Defendant's Human Resources employee information database; and Social Security
4 number to perform a skip trace in order to obtain the best possible address for Class Members
5 prior to mailing the Class Notice to Class Members.

6 1.15 "Defendant" means JJ&S Asbestos Removal, Inc.

7 1.16 "Defendant's Counsel" means Phillip G. Simpler, and Audrey W. Surridge of
8 Fisher & Phillips LLP.

9 1.17 "Effective Date" means the later of: (a) if any Class Member validly submits an
10 Objection, the date on which the time for appeals from any order ruling on the objections or
11 granting Final Approval of the Settlement has run; (b) the resolution of any appeal, filed by a
12 Class Member who validly submitted an Objection, from any orders ruling on any objection or
13 granting Final Approval of the Settlement; or (c) in the event there are no objections submitted
14 and/or all objections submitted have been withdrawn, then the date the Court signs an Order
15 granting Final Approval of the Settlement.

16 1.18 "Fees and Costs Award" means the aggregate total of the Fees Award and the
17 Costs Award to Class Counsel approved by the Court.

18 1.19 "Fees Award" means the attorneys' fees amount approved by the Court to be paid
19 to Class Counsel for the services they have rendered in prosecuting on behalf of the Class and
20 PAGA Group, in an amount not to exceed thirty-five percent (35%) of the Total Settlement
21 Amount.

22 1.20 "Final Approval," "Final Approval Order," and "Order Granting Final Approval"
23 means the Court's order granting final approval of the Settlement.

24 1.21 The "Final Approval Date" means the date that the Court signs the Final Approval
25 Order.

26 1.22 "Final Approval Hearing" means the hearing at which the Court considers
27 whether to issue an order granting final approval to the Settlement.

28 1.23 "Individual Settlement Payment" means the amount payable from the Settlement

1 to Class Members under the terms of this Settlement. A Settlement Class Member who is both
2 a Participating Class Member and a PAGA Group Member is entitled to receive both payment
3 for being a Participating Class Member and a PAGA Penalty Payment. A Settlement Class
4 Member who is only a Participating Class Member but not a PAGA Group Member is only
5 entitled to receive a payment for being a Participating Class Member.

6 1.24 “Net Settlement Fund” means the funds available to pay Class Member Payments.
7 The Net Settlement Fund shall constitute the Total Settlement Amount minus the sum of the
8 Court-approved (1) Fees and Costs Award, (2) the Service Awards, (3) the Settlement
9 Administration Costs, and (4) the PAGA Payment.

10 1.25 “Notice Packet” or “Notice” means a mailing from the Settlement Administrator
11 which contains the Class Notice.

12 1.26 “Objection/Exclusion Deadline” and “Response Deadline” means the date sixty
13 (60) calendar days after the Notice Packet is first mailed (judged by the postmark date) by the
14 Settlement Administrator to the Class Member. The Response Deadline is the deadline by which
15 Class Members may validly submit an Objection, Request for Exclusion, or a dispute concerning
16 their weeks worked to the Settlement Administrator. In the event that a Notice Packet is re-
17 mailed to a Class Member because the first one was undeliverable, the Class Member shall have
18 an additional fifteen (15) calendar days beyond the Response Deadline to submit a valid
19 Objection, Request for Exclusion, or dispute concerning their weeks worked.

20 1.27 “Objection” means a document sent by a Class Member to the Settlement
21 Administrator which contains the Class Member’s name and the basis for their objection to the
22 Settlement.

23 1.28 “PAGA Claims” and “Released PAGA Claims” means any civil penalties under
24 the Private Attorneys General Act of 2004 arising from the Covered Claims during the PAGA
25 Period. As of the Final Approval Date, each PAGA Group Member shall be deemed to have
26 fully, finally, and forever released, relinquished, and discharged the Released Parties from all
27 PAGA Claims.

28 1.29 “PAGA Group Members” and “PAGA Group” means all Class Members who

1 worked as non-exempt employees of Defendant at any time from July 30, 2024, the date of the
2 PAGA notice filed in the earlier filed Bran Action to March 4, 2026.

3 1.30 “PAGA Payment” means the portion of the Gross Settlement Fund totaling
4 Twenty Thousand Dollars (\$20,000.00), which will be paid pursuant to PAGA. Thirty-five
5 percent (35%) of the PAGA Payment, or \$7,000, will be paid to the PAGA Group Members.
6 Sixty-five percent (65%) of the PAGA Payment, or \$13,000, will be paid to the LWDA.

7 1.31 “PAGA Penalty Payment” means each PAGA Group Member’s payment under
8 this Settlement for being a member of the PAGA Group.

9 1.32 “PAGA Period” means the period from July 30, 2024 to March 4, 2026.

10 1.33 “Participating Settlement Class Member” or “Participating Class Member”
11 means any Class Members who did not submit a timely and valid Request for Exclusion.

12 1.34 “Parties” means Defendant and the Class Representatives.

13 1.35 “Preliminary Approval Order” and “Order Granting Preliminary Approval”
14 means an order issued by the Court preliminarily approving the terms of this Settlement.

15 1.36 “Preliminary Approval Date” means the date that the Court signs the Preliminary
16 Approval Order.

17 1.37 “Request for Exclusion” or “Exclusion Request” means a document sent by a
18 Class Member to the Settlement Administrator which contains the Class Member’s name,
19 address, the date, and their signature, and which indicates their desire to be excluded from the
20 Settlement.

21 1.38 “Released Parties” means Defendant, all of its affiliates, and each of Defendant’s
22 subsidiaries, owners, shareholders, members, agents (including, without limitation, any
23 investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future
24 officers, directors and employees), predecessors, successors and assigns.

25 1.39 “Settlement Administrator” means Phoenix Settlement Administrators, or
26 another neutral third-party settlement administrator to be selected by the Parties.

27 1.40 “Settlement Administration Costs” means the costs of the Settlement
28 Administrator to administer this Settlement, currently estimated at \$8,250.00.

1 1.41 “Service Awards” or “Enhancements” means the amounts that the Court
2 authorizes to be paid to the Class Representatives in the Action separate and apart from their
3 Individual Settlement Payment. The Service Award is not to exceed Ten Thousand Dollars
4 (\$10,00.00) to each Plaintiff, for a total of Twenty Thousand Dollars (\$20,000) to each named
5 Plaintiff, subject to Court approval.

6 1.42 “Total Settlement Amount,” “Gross Settlement Fund,” or “Common Fund” means
7 the total amount that Defendant will be required by this Stipulation to pay to: Participating Class
8 Members (which includes the employee payroll taxes withheld from the wage component of the
9 Class Member Payments); the PAGA Group Members, the Class Representative; Class Counsel;
10 the Settlement Administrator; and the LWDA. The Total Settlement Amount is Three Hundred
11 and Ten Thousand Dollars (\$310,000.00). The Total Settlement Amount is non-reversionary,
12 meaning that, if the Settlement is approved and becomes effective, no part of this amount shall
13 be returned to Defendant. Defendant’s share of employer payroll taxes on such sums paid out as
14 wages under this Settlement (e.g., FICA, FUTA, SUTA, SDI, ETT, etc.) shall not be paid out of
15 and deducted from the Total Settlement Amount. Rather, Defendant shall pay the employer-side
16 payroll taxes separately and in addition to the Total Settlement Amount. The Total Settlement
17 Amount is subject to increase pursuant to section 8.2 of this Agreement.

18 **2. SETTLEMENT CHART AND PRELIMINARY REPRESENTATIONS**

19 2.1 Settlement Chart. This chart is intended solely for the convenience of the Court:
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<u>Common Fund Allocation</u>	
Gross Settlement Fund	\$310,000
Net Settlement Fund (Estimated)	\$128,250.00
Service Award To Class Representatives (As Awarded By The Court)	\$10,000 each; total \$20,000
Attorneys' Fees And Costs (As Awarded By The Court)	\$108,500.00 (Attorneys' Fees) \$25,000.00(Costs)
Estimated Settlement Administrator Costs (As Awarded by the Court)	\$8,250.00
PAGA Payment (As Awarded by the Court)	\$20,000 (65% To The LWDA, 35% To PAGA Group Members)

2.2 Certification. The Court has not yet certified the Class in a litigation context. As part of this Agreement and for purposes of settlement only, the Parties stipulate and agree that the Court may certify the Class for the Class Period. Should, for whatever reason, the Settlement not become final, the fact that the Parties stipulate and agree to class certification as part of the Settlement will have no bearing on, and will not be admissible in connection with, the issue of whether a class should be certified in a non-settlement context in this Action, and will have no bearing on, and will not be admissible in connection with, the issue of whether a class should be certified in any other lawsuit. If the Court should for any reason fail to approve the Settlement, this Agreement shall be considered null and void, and Defendant shall have the right to challenge any further certification efforts, including by seeking to compel individual arbitration of Plaintiffs' claims and seeking to strike the class action allegations. The Parties agree that, by entering into this Agreement, Defendant has not waived the right to pursue a motion to compel individual arbitration of Plaintiffs' claims or any other Class Members' claims and seeking to strike the class allegations. Likewise, Plaintiffs are not waiving any defense to any purported arbitration agreement by entering into this Agreement.

2.3 Investigation. The Parties have conducted significant investigation of the facts and law. Such discovery and investigation included the review of documents and data necessary

1 to calculate potential damages and penalties. Counsel for the Parties investigated the law as
2 applied to the facts discovered regarding the alleged claims of the Class Members and potential
3 defenses thereto, and the damages claimed by the Class Members.

4 2.4 Defendant's Reasons for Settlement. Defendant concluded that any further
5 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts
6 of time, energy and resources of Defendant have been and, unless this Settlement is made, will
7 continue to be devoted to the defense of the claims asserted by the Class Representatives.
8 Defendant has also taken into account the risks of further litigation in reaching its decision to
9 enter into this Settlement. Defendant has, therefore, agreed to settle in the manner and upon the
10 terms set forth in this Agreement to put to rest the claims as set forth in the Complaint.

11 2.5 Defendant's Denials of Wrongdoing. Defendant has denied and continues to deny
12 each of the claims and contentions alleged by Class Members in the Action. Defendant has
13 repeatedly asserted, and continues to assert, defenses thereto, and has expressly denied and
14 continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct
15 alleged in the Action. Defendant also has denied and continues to deny, inter alia, the allegations
16 that the Class Members have suffered damage; that Defendant violated any laws; that Defendant
17 engaged in any wrongful conduct as alleged in the Action; or that Class Members were harmed
18 by the conduct alleged in the Action. Neither this Agreement, nor any document referred to or
19 contemplated herein, nor any action taken to carry out this Agreement, is, may be construed as,
20 or may be used as an admission, concession or indication by or against Defendant of any fault,
21 wrongdoing or liability whatsoever.

22 2.6 Class Representatives' Claims. The Class Representatives have claimed and
23 continue to claim that the Complaint has merit and gives rise to liability on the part of Defendant.
24 This Agreement is a compromise of disputed claims, and the Class Representatives' willingness
25 to enter into this Agreement takes into account Defendant's defenses to liability and to class
26 certification. Nothing contained in this Agreement and no documents referred to herein and no
27 action taken to carry out this Agreement may be construed or used as an admission by or against
28 the Class Representatives or Class Counsel as to the merits or lack thereof of the claims asserted.

1 2.7 It is the desire of the Parties to fully, finally and forever settle, compromise and
2 discharge the Released Parties from the Released Claims and the Released PAGA Claims, and
3 this Settlement Agreement is intended to constitute a full and complete settlement and release of
4 all the Released Parties from all of the claims asserted in the Complaint.

5 2.8 Dismissal of the Bran Action. As part of this settlement, the Parties stipulated to
6 the amendment of the operative complaint in the Armas Action to add the plaintiff and claims
7 from the Bran Action for purposes of seeking approval of the class and PAGA settlement, and
8 subsequent dismissal of the Bran Action. The Court approved of the filing of the amended
9 complaint in the Armas Action and said amended complaint was filed on January 16, 2026. As
10 part of this agreement Class Representative Bran has already dismissed his pending action
11 without prejudice such that Bran's claims can be resolved by this Agreement. The Request for
12 Dismissal was entered by the Court on February 11, 2026.

13 **3. CLASS AND PAGA SETTLEMENT AGREEMENT**

14 3.1 Settlement Components. The Settlement shall have six components: (1) the
15 Individual Settlement Payments; (2) the Class Representatives' Service Awards; (3) Class
16 Counsel's Fees and Costs Award; (4) the Settlement Administration Costs; (5) the portion of the
17 PAGA Payment going to the LWDA; and (6) Defendant's payroll taxes. The first five of these
18 components are included in the Total Settlement Amount. Defendant's payroll taxes shall be
19 contributed separately by Defendant in addition to the Total Settlement Amount.

20 3.2 Creation of the Common Fund. Within the time required by this Settlement
21 Agreement, Defendant shall deliver the Net Settlement Funds and the associated employer share
22 of payroll taxes to the Settlement Administrator to create and fund the Common Fund. All
23 payments that Defendant is required to make pursuant to the Settlement Agreement shall be made
24 from the Common Fund by the Settlement Administrator. Defendant will retain exclusive
25 authority over, and responsibility for, those funds until it is required to deliver them to the
26 Settlement Administrator in accordance with this Settlement.

27 3.3 Calculation of Individual Settlement Payments. The Settlement Administrator
28 shall have the authority and obligation to calculate the amounts of the Individual Settlement

1 Payments in accordance with the methodology set forth in this Settlement and any orders of the
2 Court. The Parties agree that the formula for the Individual Settlement Payments to Class
3 Members as provided herein is reasonable and that the payments provided herein are designed to
4 provide a fair settlement to such persons for the claims being released.

5 3.3.1 This is not a claims-made Settlement. The Parties agree that Class Members will
6 not have to submit a claim form in order to participate in the Settlement. Each Participating Class
7 Member will be mailed a check representing their Class Member Payment. Class Member
8 Payments will be paid from the Net Settlement Fund. Any PAGA Group Member who worked
9 during the PAGA Period will also be mailed a check representing their PAGA Penalty Payment.

10 3.3.2 Class Member Payment Calculations: Class Member Payments will be paid from
11 the Net Settlement Fund to Participating Class Members pro rata based on the number of
12 workweeks credited to a Participating Class Member in relation to the total number of workweeks
13 credited to all Participating Class Members during the Class Period. Relying on the Class List,
14 the Settlement Administrator will calculate the number of workweeks (also referred to as “weeks
15 worked”) that will be credited to each Participating Class Member during the Class Period. For
16 purposes of calculating Class Member Payments, each Participating Class Member will be
17 credited with the total number of workweeks worked by that individual for Defendant as a non-
18 exempt employee in California during the Class Period. In calculating each Participating Class
19 Member’s weeks worked during the Class Period, only workweeks in which the Class Member
20 worked at least one day during that workweek will be counted. Workweeks in which no work
21 was performed by the Class Member, such as a leave of absence or vacation, will not be counted.
22 Each Participating Class Member shall be entitled to receive a pro-rata portion of the Net
23 Settlement Fund based upon their respective number of weeks worked credited to them during
24 the Class Period. For example, if Participating Class Member A is credited with 100 workweeks,
25 and all Participating Class Members are credited with a combined total of 100,000 workweeks,
26 then Participating Class Member A’s Class Member Payment would be calculated as follows:

27 i. $100 \text{ weeks worked for Participating Class Member A} \div 100,000 \text{ total weeks}$
28 $\text{worked for all Participating Class Members} = .001 \text{ (or .1\%).}$

1 ii. Participating Class Member A is entitled to a gross Class Member Payment that
2 is .1% of the Net Settlement Fund, or $(0.001 \times \$128,250.00) = \$128.25$ [gross amount]. This
3 gross amount is subject to deduction for employee taxes on the portion of the Class Member
4 Payment paid out as wages.

5 3.3.3 PAGA Penalty Calculations: After deducting the portion of the PAGA Payment
6 paid to the LWDA, the remainder of the PAGA Payment (\$7,000) will be distributed to the
7 PAGA Group Members. Each PAGA Group Member's PAGA Penalty Payment shall be
8 calculated by dividing the weeks worked credited to the PAGA Group Member during the PAGA
9 Period by the total number of weeks worked credited to the entire PAGA Group during the PAGA
10 Period. Relying on the Class List, the Settlement Administrator will calculate the number of
11 weeks worked to be credited to each PAGA Group Member during the PAGA Period. For
12 purposes of calculating PAGA Penalty Payments, each PAGA Group Member will be credited
13 with the total number of workweeks worked by that individual for Defendant as a non-exempt
14 employee in California during the PAGA Period. In calculating each PAGA Group Member's
15 weeks worked during the PAGA Period, only workweeks in which the Member worked at least
16 one day during that workweek will be counted. Workweeks in which no work was performed
17 by the Member, such as a leave of absence or vacation, will not be counted. Each PAGA Group
18 Member shall be entitled to receive a pro-rata portion of \$7,000 based upon their respective
19 number of weeks worked in the PAGA Period.

20 3.3.4 Class Members will be entitled to dispute the number of their credited weeks
21 worked as reported on their Class Notice. The procedure for submitting disputes is explained in
22 Paragraph 6.1.6 of this Agreement.

23 3.3.5 The checks for all Individual Settlement Payments will indicate on their face that
24 they are void if not negotiated within one hundred and eighty (180) days of their issuance. Failure
25 to cash an Individual Settlement Payment check within one hundred eighty (180) calendar days
26 will result in the uncashed Individual Settlement Payment escheating to the State of California,
27 Unclaimed Property Division, and the corresponding Participating Settlement Class Member
28 and/or PAGA Group Member shall remain bound by the Settlement, the Released Claims, the

Released PAGA Claims, and the Order Granting Final Approval.

3.3.7 The Parties recognize that the Individual Settlement Payments reflect in part a settlement of a dispute over claimed wages, interest, and penalties. The PAGA Penalty Payments shall be considered 100% penalties and interest. The Class Member Payments shall be allocated as follows: twenty percent (30%) of each Class Member Payment shall be considered wages (“Wage Component”) and eighty percent (70%) shall be considered penalties and interest (the “Non-Wage Component”). The Wage Component shall be reported on a W-2 Form and will be provided to each Participating Settlement Class Member. From each Participating Class Member’s Wage Component, the employee’s portion of employment taxes shall be made, including payroll deductions for state and federal withholding taxes, and any other applicable payroll deductions, owed by the Participating Settlement Class Member as a result of the payment. No withholdings shall be made on the Non-Wage Component of the Class Member Payments, or on the PAGA Penalty Payments. The Non-Wage Component and PAGA Penalty Payments shall be reported on a 1099 Form.

3.4 Class Representatives’ Service Awards. Subject to Court approval, to compensate Plaintiff Armas and Plaintiff Bran for their service and risk in connection with the being the Class Representatives, and for their general release of claims, the Parties agree to a payment from the Total Settlement Amount to each Class Representative for the Class Representatives’ Service Award in an amount not to exceed Ten Thousand Dollars (\$10,00.00) each for a total of Twenty Thousand Dollars (\$20,000). The Parties agree that a decision by the Court to award the Class Representatives Service Awards less than Ten Thousand Dollars (\$10,00.00) each shall not be a basis for the Class Representative or Class Counsel to void this Stipulation. Defendant agrees not to oppose the Class Representatives’ Service Awards request if consistent with this Agreement. The Settlement Administrator shall issue each Class Representative a Form 1099 for their Court-approved Service Awards. The Class Representatives shall be solely and legally responsible to pay their own applicable taxes on this payment and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest owed by the Class Representative as a result of this payment. The Service Awards shall be in addition to the Class Representatives’

1 Individual Settlement Payments. If the Court approves Service Awards to the Class
2 Representatives that are less than the amount sought, the remainder will be retained in the Net
3 Settlement Fund for distribution to Participating Class Members.

4 3.4.1 The Class Representatives' Service Awards are for the Class Representatives'
5 services and assistance to the Class and additionally, in recognition for their willingness to
6 provide a full general release individually of any and all claims against Defendant, as set forth
7 below.

8 3.4.2 General Release by Class Representatives Only. In addition to the releases made
9 by the Participating Settlement Class Members set forth in 4.1 below and in consideration for the
10 Service Awards, each Class Representative, as of the Final Approval Date, in their individual
11 capacity for themselves, their heirs, executors, administrators, successors and assigns and with
12 respect to their individual claims only, will be deemed to have released the Released Parties from
13 all claims, demands, rights, liabilities and causes of action of every nature and description
14 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort,
15 contract, or for violation of any state or federal statute, rule or regulation arising out of, relating
16 to, or in connection with her employment by and termination from Released Parties and any act
17 or omission by or on the part of any of the Released Parties committed or omitted prior to the
18 Final Approval Date (the "General Release"). This total release includes, but is not limited to,
19 all claims arising directly or indirectly from Class Representatives' employment with Released
20 Parties and the termination of that employment; claims or demands related to wages, bonuses,
21 vacation pay, benefits and expense reimbursements pursuant to any federal, state or local law or
22 cause of action, including, but not limited to, breach of contract, breach of the implied covenant
23 of good faith and fair dealing, infliction of emotional harm, wrongful discharge, violation of
24 public policy, defamation and impairment of economic opportunity; violation of the California
25 Fair Employment and Housing Act, the California Labor Code, the California Constitution; and
26 any claims for violation of the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964,
27 the Americans With Disabilities Act of 1990 and any private attorney general action under the
28 California Business & Professions Code §17200.

1 3.4.3 The General Release includes any unknown claims that the Class Representatives
2 do not know or suspect to exist in their favor at the time of the General Release, which, if known
3 by the Class Representative, might have affected their settlement with, and release of, the
4 Released Parties or might have affected their decision not to object to this Settlement or the
5 General Release. With respect to the General Release, the Class Representatives each stipulate
6 and agree that, upon the Final Approval Date, he shall be deemed to have, and by operation of
7 the Court's Final Approval Order, shall have expressly waived and relinquished, to the fullest
8 extent permitted by law, the provisions, rights and benefits of Section 1542 of the California
9 Civil Code, or any other similar provision under federal or state law, which provides:

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

14 3.4.4 The Class Representatives may hereafter discover facts in addition to or different
15 from those they now know or believe to be true with respect to the subject matter of the General
16 Release, but upon the Final Approval Date, shall be deemed to have, and by operation of the
17 Court's Final Approval Order, shall have, fully, finally, and forever settled and released any and
18 all of the claims released pursuant to the General Release whether known or unknown, suspected
19 or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon
20 any theory of law or equity, including, but not limited to, conduct that is negligent, intentional,
21 with or without malice, or a breach of any duty, law or rule, without regard to the subsequent
22 discovery or existence of such different or additional facts.

23 3.4.5 Notwithstanding the above, the scope of the General Release provided to the
24 Released Parties by the Class Representatives does not include any claims for state disability
25 benefits, workers compensation benefits, or unemployment benefits, or any claims that cannot
26 be released as a matter of law.

27 3.5 Class Counsel's Fees and Costs Award. Defendant agrees not to oppose or
28 impede any application or request by Class Counsel for attorneys' fees not to exceed thirty-five

1 percent (35%) of the Total Settlement Amount (i.e., \$108,500.00) and litigation costs not to
2 exceed \$25,000. If the Total Settlement Amount is increased pursuant to Paragraph 8.2 of this
3 Agreement, Class Counsel will request an award of attorneys' fees of thirty-five percent (35%)
4 of the Total Settlement Amount as so increased. The Parties agree that a decision by the Court
5 to award Class Counsel an amount less than thirty-five percent (35%) of the Total Settlement
6 Amount in attorneys' fees shall not be a basis for the Class Representatives or Class Counsel to
7 void this Agreement. Class Counsel shall be solely and legally responsible to pay their applicable
8 taxes on the payment made pursuant to this Paragraph. Class Counsel further agree that Class
9 Counsel shall be solely responsible for any allocation of the Fees and Costs Award as between
10 or among attorneys who have claims for such fees. Forms 1099 shall be provided to Class
11 Counsel for the payments made pursuant to this Paragraph. If the amount awarded to Class
12 Counsel for attorneys' fees or litigation costs is less than the amount sought, the remainder will
13 be retained in the Net Settlement Fund for distribution to Participating Class Members. The
14 Parties agree that fees related to Class Counsel's work in, and costs incurred by Class Counsel
15 in, the Bran Action (defined in Paragraph 1.3) are properly includable as part of Class Counsel's
16 requested fees and reimbursable costs in the Action, and the Court may include such fees and
17 costs in the Fees and Costs Award.

18 3.6 Settlement Administration Costs. The Settlement Administrator shall be paid for
19 the costs of administration of the settlement from the Gross Settlement Fund. The Settlement
20 Administration Costs are currently estimated to be \$8,250.00. The Settlement Administration
21 Costs include all tasks required of the Settlement Administrator by this Agreement including
22 performing a skip trace as well as basic searches on the National Change of Address Database in
23 order to obtain the best possible address for Class Members prior to mailing the Class Notice to
24 Class Members, the issuance of the Notice Packet, the required tax reporting on the settlement
25 amounts, the issuance of checks, including the issuing of W-2 and 1099 forms (if any), the
26 handling of Class Member questions and disputes, as well as calculation of employee
27 withholding taxes and the employer payroll taxes for Defendant to be remitted to the tax
28 authorities. At least twenty (20) calendar days prior to the Final Approval Hearing, the

1 Settlement Administrator shall provide counsel for the Parties with a declaration detailing the
2 due diligence the Settlement Administrator has undertaken with regard to the mailing of the
3 Notice Packet, including any attempts to re-mail any returned Notice Packets, the final costs of
4 administration, and reporting on the number of objections and exclusions submitted by Class
5 Members, as well as any disputes (and explain the status of the disputes).

6 3.7 Payment to the Labor and Workforce Development Agency. Subject to Court
7 approval, Twenty Thousand Dollars (\$20,000.00) of the Total Settlement Amount, called the
8 PAGA Payment, will be allocated to the PAGA Claims. With respect to the PAGA Payment,
9 65% (or Thirteen Thousand Dollars (\$13,000.00)) will be paid directly to the LWDA, and the
10 remaining 35% (Seven Thousand Dollars (\$7,000.00)) will be distributed to PAGA Group
11 Members. If it should later be determined by the Court that an additional amount is needed to
12 effectuate a full and complete release of the PAGA Claims, that additional amount shall be
13 deducted from the Total Settlement Amount.

14 3.8 Tax Liability. Defendant makes no representations as to the tax treatment or legal
15 effect of the payments called for hereunder, and the Class Representatives are not relying on any
16 statement or representation by Defendant in this regard. Class Members will be solely
17 responsible for the payment of any taxes on the payments described herein.

18 3.9 Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
19 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
20 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
21 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
22 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
23 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
24 WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR
25 DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX
26 ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
27 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY
28 (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL

1 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
2 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED
3 UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR
4 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
5 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
6 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
7 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
8 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
9 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
10 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
11 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
12 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
13 AGREEMENT.

14 **4. RELEASE BY THE CLASS MEMBERS AND PAGA GROUP MEMBERS**

15 4.1 Release as to All Participating Class Members. By operation of the Final
16 Approval Order, all Participating Class Members, including the Class Representatives, release
17 the Released Parties from the Released Claims.

18 4.2 Release as to All PAGA Group Members. By operation of the Final Approval
19 Order, all PAGA Group Members, including the Class Representatives, release the Released
20 Parties from the PAGA Claims.

21 4.3 Releases Ineffective If No Final Approval Or Funding. In the event that (i) the
22 Court never enters a Final Approval Order, or (ii) Defendant fails to fund the Common Fund,
23 then the releases set forth in this Agreement and/or any Final Approval Order shall have no effect
24 and the Final Approval Order shall have no preclusive effect on the Released Claims or PAGA
25 Claims.

26 **5. PRELIMINARY APPROVAL**

27 5.1 As part of this Settlement, the Parties agree to the following procedures for
28 obtaining preliminary court approval of the Settlement, notifying Class Members, obtaining final

1 court approval of the Settlement, and processing the Individual Settlement Payments:

2 5.1.1 Preliminary Approval Motion. Class Counsel shall seek preliminary approval of
3 the Settlement in Court and request the entry of the Preliminary Approval Order. In connection
4 with seeking preliminary approval, Class Counsel will submit this Agreement and the proposed
5 Notice Packet to the Court.

6 5.1.3 Statement of Non-Opposition: The Defendant may file a statement of non-
7 opposition to the motion for preliminary approval.

8 **6. NOTICE PROCESS**

9 6.1 Notice Process. Notice of the Settlement shall be provided to Class Members in
10 conformity with this Settlement and the Preliminary Approval Order.

11 6.1.1 The Defendant shall provide the Settlement Administrator with the Class List
12 within fifteen (15) calendar days after the date the Preliminary Approval Order is filed.

13 6.1.2 Within seven (7) calendar days of receiving the Class List, the Settlement
14 Administrator shall mail a copy of the Notice Packet to each Class Member via First Class regular
15 U.S. mail.

16 6.1.3 Prior to mailing, the Settlement Administrator shall check all addresses on the
17 Class List against the National Change of Address (NCOA) database. Additionally, the
18 Settlement Administrator shall undertake reasonable address verification using Accurint, or a
19 substantially similar skip tracing to ascertain the accuracy of the last known addresses and to
20 obtain the best possible address for the Class Members before mailing the notices. To the extent
21 these processes yield an updated or better address, that updated address shall replace the last
22 known address and be treated as the new last known address for purposes of this Settlement
23 Agreement.

24 6.1.4 Procedure for Undeliverable Notices. Any Notices returned to the Settlement
25 Administrator as non-delivered shall be promptly re-sent to the forwarding address affixed
26 thereto. If no forwarding address is provided, then the Settlement Administrator shall promptly
27 attempt to determine a correct address using a single skip-trace, computer or other search using
28 the name, address and/or Social Security number of the individual involved and shall then

1 perform a single re-mailing. In the event the procedures in this Paragraph are followed and the
2 intended recipient of a Notice still does not receive the Notice, the intended recipient shall be a
3 Participating Settlement Class Member and will be bound by all terms of the Settlement and the
4 Final Approval Order. If any Notice is returned from any mailing and is re-mailed, the Settlement
5 Administrator will note for its own records and notify the Parties' counsel of the date of such re-
6 mailings as part of a weekly status report provided to the Parties.

7 6.1.5 Procedure For Requesting Exclusion. The Class Notice shall provide that Class
8 Members who wish to exclude themselves from the Settlement Class must submit a Request for
9 Exclusion postmarked by the Objection/Exclusion Deadline. The Objection/Exclusion Deadline
10 is sixty (60) calendar days following the initial mailing of the Class Notice to the Class Member.
11 Any Class Member (other than the Class Representative) who wishes to be excluded (i.e., to opt
12 out) from the Settlement must submit a valid Exclusion Request to the Settlement Administrator
13 on or before the Objection/Exclusion Deadline. To be valid, the Exclusion Request must: (a)
14 reference the name and address of the person requesting exclusion; (b) be dated and signed by
15 the person requesting exclusion; (c) be postmarked no later than the Objection/Exclusion
16 Deadline; and (d) clearly state that the Class Member does not wish to be included in the
17 Settlement. The date of the postmark on the return mailing envelope shall be the exclusive means
18 used to determine whether an Exclusion Request has been timely submitted. Any Class Member
19 who mails a valid and timely Exclusion Request will, upon receipt thereof by the Settlement
20 Administrator, no longer be a Participating Class Member, he/she will receive no Class Member
21 Payment, and none of his or her individual claims, causes of action or rights will be released by
22 virtue of this Settlement Agreement. However, if a Class Member who mails a valid and timely
23 Exclusion Request is also a PAGA Group Member, the Class Member will still receive his or her
24 PAGA Penalty Payment and still fully release the PAGA Claims by operation of the Court's
25 Order Granting Final Approval. Failure to timely submit a completed Exclusion Request will
26 result in a Class Member being conclusively deemed a Participating Class Member fully bound
27 by the terms of the Settlement. If a Class Member submits a timely dispute concerning his or her
28 weeks worked as reflected on his or her Class Notice and submits a timely Exclusion Request,

1 the Exclusion Request will be invalid (unless postmarked later than the date the Class Member
2 submits his or her dispute) and such Class Member will be considered a Participating Class
3 Member. At no time shall any of the Parties or their counsel seek to solicit or otherwise
4 encourage Class Members to submit requests for exclusion from the Settlement Class. No later
5 than fourteen (14) calendar days before the Final Approval Hearing, the Settlement Administrator
6 shall provide counsel for the Parties with a complete list of all Class Members who have timely
7 requested exclusion from the Settlement.

8 6.1.6 Procedure For Submitting A Dispute Regarding Workweeks. Class Members will
9 be entitled to dispute the number of their credited workweeks as reported on their Class Notice.
10 To submit a valid dispute, the dispute must be in writing, contain the Class Member's name, their
11 dates of employment with Defendant, the reason they believe the number of workweeks listed
12 on the Class Notice is inaccurate, be signed by the Class Member, and be mailed to the Settlement
13 Administrator so that it is postmarked no later than Objection/Exclusion Deadline. Class
14 Members may submit documentation to the Settlement Administrator to support their dispute
15 (such as offer letters, payroll or time keeping records, paycheck stubs) prior to the
16 Objection/Exclusion Deadline. Only Participating Class Members and PAGA Group Members
17 can dispute their weeks worked. Absent information rebutting Defendant's records, Defendant's
18 records will be presumed determinative.

19 6.1.7 Class Members will have no more than sixty (60) days after the date when the
20 Notice Packet was originally mailed by the Settlement Administrator to mail to the Settlement
21 Administrator a dispute concerning their weeks worked during the Class Period, with any
22 supporting evidence the Class Member may have. The date of the postmark on the return mailing
23 envelope shall be the exclusive means used to determine whether a dispute has been timely
24 submitted to the Settlement Administrator.

25 6.1.8 Within seven (7) calendar days of receiving a dispute concerning a Class
26 Member's weeks worked, the Settlement Administrator shall review all information and
27 documents (if any) received from the Class Member in support of the Class Member's dispute,
28 and within seven (7) calendar days of receiving that information the Settlement Administrator

1 shall inform Class Counsel and Defendant's Counsel of its decision as to whether it accepts or
2 rejects the dispute. Class Counsel and Defendant's Counsel stipulate to timely and effectively
3 cooperate to resolve any disagreements regarding disputed workweeks or the Settlement
4 Administrator's inquiries. In the event Class Counsel and Defendant's Counsel are not able to
5 reach agreement regarding a dispute, either party may request that the Court make a final
6 decision.

7 6.1.9 Within seven (7) calendar days of the Settlement Administrator's decision, the
8 Settlement Administrator will provide a written explanation entitled "Notice Regarding Disputed
9 Weeks Worked" to the Class Member who disputed his or her workweeks. The Notice Regarding
10 Disputed Weeks Worked will inform the Class Member of any change to his or her credited
11 weeks worked. The Class Member shall have seven (7) calendar days after the date the Notice
12 Regarding Disputed Weeks Worked is postmarked to complete and mail an Exclusion Request
13 to the Settlement Administrator (pursuant to the opt-out steps set forth above). If, within that
14 seven (7) day time period, the Class Member does not mail a valid Exclusion Request to the
15 Settlement Administrator, the Class Member shall be deemed a Participating Class Member and
16 will be paid in accordance with the Class Member's weeks worked as noted on the Notice
17 Regarding Disputed Weeks Worked.

18 6.1.10 Upon resolution by Defendant's Counsel and Class Counsel of all disputes
19 regarding weeks worked, the Settlement Administrator will prepare an updated Class List. Any
20 changes to a Class Member's workweeks will be reflected in the total workweeks for the entire
21 Class on the updated Class List. For example, if Class Member A successfully disputes his
22 credited weeks worked and his weeks worked are consequently increased by two weeks, the total
23 workweeks credited to the entire Class will also be increased by two weeks for purposes of
24 calculating Individual Settlement Payments.

25 6.1.11 Procedure for Objecting. The Class Notice shall provide that Class Members
26 who wish to object to the settlement must mail a written objection ("Objection") to the Settlement
27 Administrator no later than the Objection/Exclusion Deadline Date. Unless otherwise allowed
28 in the Court's discretion, only Participating Class Members may submit objections and have the

1 objections heard. The postmark date of the mailing shall be deemed the exclusive means for
2 determining that an Objection is timely. The Objection must state the Class Member's name and
3 basis for their objection. Class Members may also appear at the Final Approval Hearing to object
4 even if they did not submit a written objection. Class Members who fail to make objections in
5 the manner specified above (whether by a written objection or appearing at the Final Approval
6 Hearing to object) shall be deemed to have waived any objections and shall be foreclosed from
7 making any objection (whether by appeal or otherwise) to the Settlement Agreement and/or from
8 appealing any order by the Court approving the Settlement, except as may be allowed in the
9 discretion of the Court. No later than fourteen (14) calendar days before the Final Approval
10 Hearing, the Settlement Administrator shall provide counsel for the Parties with complete copies
11 of all objections received, including the postmark dates for each objection. At no time shall any
12 of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit
13 written objections to the Settlement or to appeal from any order of the Court approving the
14 Settlement. Class Counsel shall not represent any Class Member with respect to any such
15 objections.

16 6.1.12 The deadline for Class Members who receive a re-mailed Notice to object to the
17 Class Action Settlement, request exclusion from the Settlement Class, or dispute their weeks
18 worked, is fifteen (15) calendar days beyond the Response Deadline. When re-mailing any
19 Notice, the Settlement Administrator should include a brief letter stating that the recipient of the
20 Notice has until fifteen (15) calendar days beyond the Response Deadline to object, submit a
21 Request for Exclusion, or submit a dispute regarding their weeks worked.

22 **7. SETTLEMENT ADMINISTRATION**

23 7.1 The Parties agree to cooperate in the settlement administration process and to
24 make all reasonable efforts to control and minimize the costs and expenses incurred in
25 administration of the Settlement.

26 7.2 The Settlement Administrator shall be responsible for: printing and mailing the
27 Notice Packets to the Class Members as directed by the Court; receiving and reporting the
28 Requests for Exclusion submitted by Class Members; issuing and mailing Individual Settlement

1 Payments; remitting all amounts due to the appropriate federal, state, and local tax authorities,
2 and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to
3 perform. The Settlement Administrator shall keep Defendant's Counsel and Class Counsel
4 timely apprised of the performance of all Settlement Administrator responsibilities. The
5 Settlement Administrator shall provide the Parties' Counsel with a weekly report showing: (1)
6 the number of Notice Packets mailed to Class Members; (2) the number of Notice Packets
7 returned as undeliverable; (3) the number of re-mailed Notice Packets; (4) the number of Class
8 Members who have submitted Requests for Exclusion; (5) the number of Class Members who
9 have submitted Objections; and (6) the number of Class Members who have disputed the number
10 of the weeks worked being credited to that Class Member. Additionally, the Settlement
11 Administrator shall provide to the Parties' Counsel any updated reports regarding the
12 administration of the Settlement as needed or requested.

13 7.3 The Settlement Administrator, on Defendant's and Class Counsel's collective
14 behalf, shall have the authority and obligation to calculate the amounts of the Individual
15 Settlement Payments, and make payments, credits and disbursements, including payments and
16 credits in the manner set forth herein, to Class Members calculated in accordance with the
17 methodology set out in this Agreement and orders of the Court.

18 7.4 No person shall have any claim against Defendant, Defendant's Counsel, the
19 Class Representative, the Class, Class Counsel, or the Settlement Administrator based on any
20 errors or omissions in the distributions and payments that are required to be made in accordance
21 with the terms of this Agreement.

22 7.5 Any tax return filing required by this Agreement shall be made by the Settlement
23 Administrator. Any expenses incurred in connection with such filing shall be a cost of
24 administration of the Settlement.

25 **8. PROCEDURE FOR FUNDING OF SETTLEMENT**

26 8.1 Defendant shall fund the Total Settlement Amount plus the amount of the
27 employer's payroll taxes on the sums paid out as wages under this Settlement within thirty (30)
28 calendar days of Parties' approval of the Settlement Administrator's final distribution

1 calculations.

2 8.2 The Total Settlement Amount was calculated with, and is premised on, the
3 understanding that there are approximately 266 Class Members who worked approximately
4 11,800 workweeks (“Workweek Estimate”) from August 1, 2020 to December 4, 2025 . If the
5 final accounting of the number of workweeks during the Class Period is more than 10% higher
6 than the Workweek Estimate, Defendant will increase the Total Settlement Amount by a
7 proportional amount or, if the Defendant chooses, the Class Period and PAGA Period shall be
8 deemed to end on the date that the total number of workweeks in the Class Period exceeds the
9 Workweek Estimate by 10%. For example, if the total number of workweeks in the Estimate
10 Period is 11% more than 11,800, then Defendant agrees to increase the Total Settlement Amount
11 by 1% (\$3,100) unless Defendant exercises the right to end the Class Period and PAGA Period
12 on the date that the workweeks in the Class Period totaled 10% more than 11,800 (i.e. 12,980).

13 **9. PROCEDURE FOR DISTRIBUTION OF THE COMMON FUND**

14 9.1 Within fifteen (15) calendar days following Defendant’s funding of the Total
15 Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all
16 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
17 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
18 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
19 Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not
20 precede disbursement of Individual Class Payments and Individual PAGA Payments.

21 9.2 The checks for all Individual Settlement Payments will indicate on their face that
22 they are void if not negotiated within one hundred and eighty (180) days of their issuance. In the
23 event a check is returned to the Settlement Administrator with a forwarding address, the check
24 will be forwarded to the forwarding address. In the event a check is returned to the Settlement
25 Administrator without a forwarding address or is otherwise undeliverable, the Settlement
26 Administrator will use reasonable efforts to search for a better address and re-mail the returned
27 check, if possible. If the search does not provide a better address, or if the check is ultimately
28 returned without a forwarding address, neither Defendant, Class Counsel nor the Settlement

1 Administrator shall be required to take further action to achieve delivery of the check to the Class
2 Member. If within that 180-day period the Class Member contacts the Settlement Administrator,
3 or if Class Counsel does so on his or her behalf, the check will be reissued and mailed to the
4 address the Class Member (or Class Counsel) provides. Any such reissued checks will indicate
5 on their face that they are void if not negotiated within one hundred and eighty (180) days of
6 their issuance.

7 9.3 Any monies not able to be delivered to a Class Member after one address follow-
8 up on returned mail and any uncashed Individual Settlement Payments remaining after the check-
9 cashing period expires will escheat to the State of California, Unclaimed Property Division, in
10 the name of the corresponding Class Member. The Parties are permitted to allow the late
11 negotiation of uncashed Individual Settlement Payment checks, subject to approval by the Court
12 in case of any disagreement between the Parties.

13 9.4 Should any question arise regarding the determination of eligibility for, or the
14 amounts of, any Individual Settlement Payments under the terms of this Agreement, Class
15 Counsel and Defendant's Counsel shall meet and confer in an attempt to reach agreement.
16 Absent evidence rebutting Defendant's records, Defendant's records will be presumed
17 determinative. However, if there are no corresponding records, or the Class Member produces
18 evidence contrary to Defendant's records, the Settlement Administrator will evaluate the
19 evidence and will make the final decision as to the eligibility for, or the amounts of, any
20 Individual Settlement Payments under the terms of this Agreement.

21 9.5 Certification by Settlement Administrator. Upon completion of administration of
22 the distributions, the Settlement Administrator shall provide written certification of such
23 completion to counsel for all Parties.

24 **10. FINAL SETTLEMENT APPROVAL HEARING**

25 10.1 After expiration of the Objection/Exclusion Deadline Date, with the Court's
26 permission, a Final Approval Hearing shall be conducted to determine final approval of the
27 Settlement along with the amount properly payable for (i) attorneys' fees and costs, (ii) the Class
28 Representatives' Service Awards, (iii) the PAGA Payment; and (iv) cost of administration. The

1 Final Approval Hearing shall not be held earlier than thirty (30) calendar days after the
2 Objection/Exclusion Deadline Date. Pursuant to California Rules of Court, Rule 3.769, this
3 Settlement Agreement will be subject to approval by the Court and will be enforceable by the
4 Court pursuant to California Code of Civil Procedure section 664.6. Even after the Order
5 Granting Final Approval and notwithstanding it, the Court will have and retain continuing
6 jurisdiction over the Action and over all Parties, Participating Class Members and PAGA Group
7 Members, for purposes of addressing: (i) the interpretation and enforcement of the terms of the
8 Settlement, (ii) settlement administration matters and (iii) such other matters as may be
9 appropriate under court rules or as set forth in this Agreement.

10 **11. VOIDING THE SETTLEMENT**

11 11.1 Defendant's Option to Terminate Settlement. If the number of Class Members
12 who have submitted timely Requests for Exclusion from the Settlement equals or exceeds ten
13 percent of the total number of Class Members, then Defendant shall have, in its sole discretion,
14 the option to terminate this Settlement within twenty (20) calendar days after expiration of the
15 Objection/Exclusion Deadline, provided the Settlement Administrator has provided Defendant
16 the number and percentage of valid and timely Requests for Exclusion. In the event that
17 Defendant terminates the Agreement pursuant to this provision, no party may use the terms of
18 this Agreement or the MOU previously executed in connection with this Action or the fact that
19 the Parties had agreed to the MOU for any purpose. In the event Defendant elects to terminate
20 pursuant to this paragraph 11.1, Defendant will not be responsible for paying any settlement
21 amounts, Enhancement, attorneys' fees or costs. Defendant, however, will be responsible for ½
22 of the Settlement Administrator Costs incurred as of the date of termination. In the event
23 Defendant elects to terminate pursuant to this paragraph 11.1, this Settlement Agreement will be
24 considered null and void and neither this Settlement Agreement nor any of the related
25 negotiations or proceedings will be of any force or effect and shall be inadmissible in any forum
26 or jurisdiction. Defendant and its counsel agree that they will not encourage opt outs or
27 communicate negatively about the Settlement to Class Members. A breach of this obligation, as
28 determined by the Court, will negate any right Defendant has to terminate under this paragraph

11.1.

11.2 Nullification of Settlement Agreement. If, after exhausting all efforts: (1) the Court refuses to enter an Order Granting Final Approval or (2) the Court's Order Granting Final Approval is reversed and the Court thereafter refuses to enter an Order Granting Final Approval, then this Settlement Agreement shall be null and void and any order entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of the MOU, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed. In the event appellate review is sought prior to the Effective Date, administration of the Settlement, and all associated payments, shall be stayed pending final resolution of the appeal.

12. NO EFFECT ON EMPLOYEE BENEFITS

12.1 The Individual Settlement Payment paid to the Class Representatives or other Class Members shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Class Representatives or Participating Class Members. The Parties agree that any Individual Settlement Payments under the terms of this Agreement do not represent any modification of Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant. Further, any Individual Settlement Payment or Service Awards hereunder shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan, or incentive compensation plan sponsored by Defendant.

13. PUBLICITY

13.1 In response to any inquiries from third parties, Class Representatives and Class Counsel will state "no comment" or that "the case was resolved with Court approval." Class Counsel shall not report the settlement or its content in any medium or in any publication, shall not post or report anything regarding the claims of the Class Representatives or the Settlement

1 Class on their website, and shall not contact any reporters or media regarding the settlement, the
2 Action, or their content. However, Class Counsel is authorized to make disclosure to the Court
3 and the LWDA for the purposes of obtaining the approval of the settlement, concluding any
4 superior court or appellate court proceedings in the Action, and complying with any California
5 Rules of Court or ethical requirements. This disclosure is limited to court filings, electronic
6 submission of settlement documents to the LWDA, and verbal statements made at hearings or
7 conferences with a judicial officer. Class Representatives and Class Counsel, or their
8 representatives, are not permitted to disseminate or publish, distribute or discuss the information
9 provided to the Court in those filings outside the filings themselves and any hearing held on those
10 filings, unless ordered otherwise by the Court. Notwithstanding the foregoing, nothing in this
11 provision is intended to prohibit: (i) Class Representatives from discussing this settlement with
12 their spouses, attorneys, tax advisors, or taxing authorities; (ii) Class Counsel from citing the
13 settlement in this case as evidence supporting their competence as counsel in wage/hour and/or
14 class action matters in public court filings; (iii) Class Counsel from communicating with the
15 Settlement Administrator, Class Representatives in this case, the LWDA, or with the court in
16 which this action is pending; (iv) Class Counsel to report on the settlement in other courts as may
17 be required by the California Rules of Court or when responding to any inquiry from another
18 court; or (v) Class Counsel from discussing the settlement with the Settlement Class if contacted
19 with questions about the settlement or the distribution of settlement proceeds.

20 **14. EXHIBIT(S) AND HEADINGS**

21 14.1 The terms of this Agreement include the terms set forth in any attached Exhibit(s),
22 which are incorporated by this reference as though fully set forth herein. The descriptive
23 headings of any paragraphs or sections of this Agreement are inserted for convenience of
24 reference only and do not constitute a part of this Agreement.

25 **15. INTERIM STAY OF PROCEEDINGS**

26 15.1 The Parties agree to hold all proceedings and deadlines in the Action, except such
27 proceedings necessary to implement and complete the Settlement, in abeyance pending the
28 Preliminary and Final Approval Hearings to be conducted by the Court. Said stay shall terminate

1 if and when (1) the Court permanently denies approval (preliminary or final) of the Settlement
2 or, (2) the Court issues an order terminating the stay.

3 **16. AMENDMENT OR MODIFICATION**

4 16.1 This Agreement may be amended or modified only by a written instrument signed
5 by counsel for all Parties or their successors-in-interest. However, Class Counsel and
6 Defendant's Counsel may agree to, and are hereby authorized to, amend, augment, or modify the
7 contents of the Notice Packet, the Proposed Order Granting Preliminary Approval, and the
8 Proposed Order Granting Final Approval, to conform to any edits requested or recommended by
9 the Court without further signatures.

10 **17. ENTIRE AGREEMENT**

11 17.1 This Agreement and any attached Exhibit(s) constitute the entire agreement
12 among these Parties, and no oral or written representations, warranties or inducements have been
13 made to any Party concerning this Agreement or its Exhibit(s) other than the representations,
14 warranties and covenants contained and memorialized in such documents.

15 **18. AUTHORIZATION TO ENTER INTO SETTLEMENT AGREEMENT**

16 18.1 Counsel for all Parties warrant and represent they are expressly authorized by the
17 Parties whom they represent to negotiate this Agreement and to take all appropriate action
18 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
19 terms, and to execute any other documents required to effectuate the terms of this Agreement.
20 The Parties and their counsel will cooperate with each other and use their best efforts to effect
21 the implementation of the Settlement. In the event the Parties are unable to reach agreement on
22 the form or content of any document needed to implement the Settlement, or on any supplemental
23 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
24 seek the assistance of the Court to resolve such disagreement. The persons signing this
25 Agreement on behalf of Defendant represents and warrants that they are authorized to sign this
26 Agreement on behalf of Defendant.

27 **19. BINDING ON SUCCESSORS AND ASSIGNS**

28 19.1 This Agreement shall be binding upon, and inure to the benefit of, the successors

or assigns of the Parties hereto, as previously defined.

20. CALIFORNIA LAW GOVERNS

20.1 All terms of this Agreement and the Exhibit(s) hereto shall be governed by and interpreted according to the laws of the State of California.

21. COUNTERPARTS

21.1 This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

22. THIS SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE

22.1 The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

23. JURISDICTION OF THE COURT

23.1 The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders entered in connection therewith.

24. COOPERATION AND DRAFTING

24.1 Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the Parties. The Parties agree to take all necessary measures to effectuate this Agreement according to its terms and scope.

25. INVALIDITY OF ANY PROVISION

25.1 Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possibly consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

26. CLASS REPRESENTATIVES' WAIVER OF RIGHT TO BE EXCLUDED AND

1 **OBJECT**

2 26.1 The Class Representatives each agree to sign this Agreement and by signing this
3 Agreement are each bound by the terms herein stated and further agrees not to request to be
4 excluded from the Settlement Class and agrees not to object to any of the terms of this Agreement.
5 Non-compliance by either Class Representative with this Paragraph shall be void and of no force
6 or effect. Any such requests for exclusion or objections shall therefore be void and of no force
7 or effect.

8 **27. FAX/ELECTRONIC SIGNATURES**

9 27.1 A fax, PDF, or electronic signature (such as via DocuSign or Adobe Sign) on this
10 Agreement shall be as valid as, and have the same force and effect as, an original “wet ink”
11 signature.

12 **28. MISCELLANEOUS**

13 28.1 Except as otherwise provided herein, the Parties hereto will bear responsibility for
14 their own attorneys’ fees and costs, taxable or otherwise, incurred by them or arising out of or
15 related to this Action, this Settlement, and the Bran Action, and will not seek reimbursement
16 thereof from any Party to this Settlement Agreement. The Class Representatives and their
17 counsel covenant not to pursue claims for attorney’s fees and costs, or any class representative
18 Enhancement, for dollar amounts above those stated or provided for in this Agreement.

19 28.2 If any deadline specified in this Agreement falls on a Saturday, Sunday, or State
20 Court holiday, the deadline will be automatically extended to the next regular business day.
21 Unless otherwise specified herein, all references to “days” shall mean calendar days.

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23
24 DATE: Apr 23, 2026



Plaintiff
Stephan Armas

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Plaintiff
Josue Israel Jeronimo Bran

DATE: _____

Defendant
JJ&S Asbestos Removal, Inc.
By: _____
Its: _____

APPROVED AS TO FORM:

DATE: _____

FISHER & PHILLIPS LLP

By: _____
Phillip G. Simpler
Audrey W. Surridge
Attorneys for Defendant JJ&S Asbestos Removal,
Inc.

DATE: Apr 23, 2026

Ferraro Vega Employment Lawyers, Inc.

By: Nicholas J. Ferraro
Nicholas J. Ferraro
Lauren N. Vega
Xavier L. Woodford
Attorneys for Plaintiff Stephen Armas

DATE: 04/23/2026

LIDMAN LAW, APC

By: Scott Lidman
Scott Lidman
Milan Moore
Tiara Gose-Hardy
Attorneys for Plaintiff Josue Israel Jeronimo Bran

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DATE: 04/23/2026

Josue Jeronimo Bran

Plaintiff
Josue Israel Jeronimo Bran

DATE: _____

Defendant
JJ&S Asbestos Removal, Inc.

By: _____

Its: _____

APPROVED AS TO FORM:

DATE: _____

FISHER & PHILLIPS LLP

By: _____
Phillip G. Simpler
Audrey W. Surridge
Attorneys for Defendant JJ&S Asbestos Removal,
Inc.

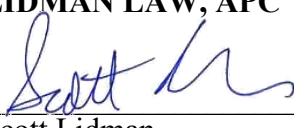
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Ferraro Vega Employment Lawyers, Inc.

By: _____
Nicholas J. Ferraro
Lauren N. Vega
Xavier L. Woodford
Attorneys for Plaintiff Stephen Armas

DATE: 4/23/2026

LIDMAN LAW, APC

By:  _____
Scott Lidman
Milan Moore
Tiara Gose-Hardy
Attorneys for Plaintiff Josue Israel Jeronimo Bran

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DATE: _____

Plaintiff
Josue Israel Jeronimo Bran

DATE: _____

Defendant
JJ&S Asbestos Removal, Inc.

By: _____

Its: _____

APPROVED AS TO FORM:

DATE: 4/23/2026

FISHER & PHILLIPS LLP



By: _____

Phillip G. Simpler
Audrey W. Surridge
Attorneys for Defendant JJ&S Asbestos Removal,
Inc.

DATE: _____

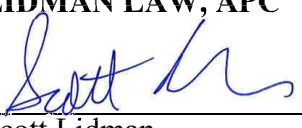
Ferraro Vega Employment Lawyers, Inc.

By: _____

Nicholas J. Ferraro
Lauren N. Vega
Xavier L. Woodford
Attorneys for Plaintiff Stephen Armas

DATE: 04/23/2026

LIDMAN LAW, APC



By: _____

Scott Lidman
Milan Moore
Tiara Gose-Hardy
Attorneys for Plaintiff Josue Israel Jeronimo Bran

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DATE: 04/23/2026

HAINES LAW GROUP, APC



By: _____
Paul K. Haines
Attorneys for Plaintiff Josue Israel Jeronimo
Bran

EXHIBIT A

EXHIBIT A

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights are affected by whether you act or don't act.*

TO: All current and former hourly-paid or non-exempt employees employed by Defendant JJ&S Asbestos Removal, Inc. ("Defendant") within the State of California during the time period from July 10, 2020 to March 4, 2026.

The California Superior Court, County of San Diego, has granted preliminary approval of a proposed settlement ("Settlement") of the above-captioned class and representative actions (referred to in this Notice as the "Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class and Representative Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

All current and former hourly-paid or non-exempt employees of Defendant within the State of California during the time period from July 10, 2020 to March 4, 2026.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

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1. *Why Have I Received This Notice?*

The personnel records of Defendant indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described below, from July 10, 2020 to March 4, 2026 (the "Class Period"). You are a Class Member if you were employed by Defendant as an hourly-paid or non-exempt employee within the State of California at any time during the period from July 10, 2020 to March 4, 2026 (the "Class Period"). You are an Eligible Aggrieved Employee if you were employed by Defendant as an hourly-paid or non-exempt employee within the State of California at any time during the period from July 30, 2024 to March 4, 2026 (the "PAGA Period").

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the California Superior Court, County of San Diego. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined that there is sufficient evidence to suggest that the proposed settlement may be fair, adequate, and reasonable and that any final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2026 at [time a.m./p.m.], before the Honorable Blaine K Bowman at the Superior Court for the County of San Diego, located at 330 West Broadway, San Diego, California 92101, Department C-74.

2. *What Is This Case About?*

Plaintiff Stephen Armas commenced a wage-and-hour class action in the San Diego County Superior Court (Case Number 24CU000405C). Afterwards, Plaintiff Stephen Armas filed a First Amended Complaint that added a cause of action under the California Private Attorneys General Act ("PAGA"). Thereafter, Plaintiff Stephen Armas filed a Second and then Third Amended Complaint which added Plaintiff Josue Israel Jeronimo Bran as an additional plaintiff.

Plaintiffs' wage-and-hour class action against Defendant sought damages, restitution, statutory penalties, civil penalties interest, costs, attorney's fees and other relief based on the following alleged causes of action: (1) failure to pay overtime; (2) meal period violations; (3) rest break violations; (4) failure to pay minimum wages; (5) sick leave violations; (6) failure to timely pay final wages to terminated employees; (7) failure to comply with employee wage statement provisions of the California Labor Code; (8) waiting time penalties; (9) failure to reimburse business expenses; (10) violation of California Labor Code section 2698 et seq. and (11) a violation of the California Business & Professions Code sections 17200, et seq.

The Parties attended mediation on December 4, 2025 and subsequently agreed to enter a settlement.

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The Court has not made any determination as to whether the claims advanced by Plaintiffs have any merit. Nor has it decided whether this case could proceed as a class action. Instead, both sides agreed to resolve the Class Action with no decision or admission of who is right or wrong.

In other words, the Court has not determined that Defendant violated any laws, nor has it decided in favor of Plaintiffs or Defendant; instead, both sides have agreed to resolve the Class Action with no decision or admission of who is right or wrong. By agreeing to resolve the Class Action, the parties avoid the risks and costs of a trial.

Defendant denies all allegations made by Plaintiffs, individually and on behalf of Class Members, in the Class Action and denies liability for any wrongdoing with respect to the alleged facts and causes of action asserted in the Class Action. The settlement is not an admission by Defendant of any wrongdoing or an indication that any law was violated.

3. *Am I A Class Member?*

You are a Class Member if you are currently or were formerly employed by Defendant as an hourly-paid or non-exempt employee within the State of California during the time period from July 10, 2020 to March 4, 2026 (“Class Period”). If you qualify as a Class Member, you could receive money from the Class Action Settlement.

4. *How Does The Class Action Settlement Work?*

In this Class Action, Plaintiffs sued on behalf of themselves and all other similarly situated employees who were employed by Defendant as hourly-paid or non-exempt employees in California at any time during the Class Period. Plaintiffs and other current and former employees comprise a “Class” and are “Class Members.” The settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiffs and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail.

///

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiffs and the Class	Attorneys for Defendant
Ferraro Vega Employment Lawyers, Inc. Nicholas J. Ferraro (State Bar No. 306528) Lauren N. Vega (State Bar No. 306525) 3333 Camino del Rio South, Suite 300 San Diego, California 92108 (619) 693-7727 main / (619) 350-6855 fax LIDMAN LAW, APC Scott M. Lidman (SBN 199433) Milan Moore (SBN 308095) Tiara Gose-Hardy (SBN 323823) 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355	FISHER & PHILLIPS LLP Phillip G. Simpler Audrey W. Surridge 4747 Executive Drive, Suite 1000 San Diego, California 92101 Telephone: (858) 597-9600 Facsimile: (858) 597-9601

The Court has decided that Plaintiffs' counsel is qualified to represent the Class Members simultaneously for the purposes of this Settlement.

Class Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** **You do not have to do anything in order to receive payment under this Settlement.**

If you do nothing and the Court grants final approval of the Settlement, you will become part of the Class Action Settlement and will receive an Individual Settlement Share (explained below) based on the total number of workweeks you were employed by Defendant as an hourly-paid or non-exempt employee in California during the Class Period. You will release all of the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.

- **OPT-OUT:** If you do not want to participate as a Class Member **and do not want to receive an Individual Settlement Payment**, you may “opt-out,” and you will not be part of this Class Action Settlement. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share, and you will not give up the right to sue the Released Parties, including Defendant, for any of the Released Claims as defined in Section No. 9 below. If you are an Eligible Aggrieved Employee, you may not opt-out of the PAGA portion of the settlement, you will be issued a check for your Individual PAGA Payment and will be subject to the PAGA Released Claims as set forth in Section 9.B. below.
- **OBJECT:** You can ask the Court to deny approval of this Settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. You cannot both object to the Settlement and opt out of the case. If you are an Eligible Aggrieved Employee you do not have the right to object to the PAGA portion of the proposed Settlement. If the Court approves the proposed Settlement, the Settlement Administrator will mail you your Individual PAGA Payment check, and you will give up your right to sue the Released Parties, including Defendant.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt-Out or Exclude Myself From This Settlement” and “How Do I Object To The Settlement?”

7. *How Do I Opt Out Or Exclude Myself From This Class Action Settlement?*

If you do not wish to participate in the Class Action Settlement, **and do not want to receive an Individual Settlement Share**, you can exclude yourself from the Settlement (*i.e.*, “opt-out”) by submitting sending a letter by mail to the Settlement Administrator with a sentence stating: “I wish to be excluded from the case entitled *Stephen Armas and Josue Israel Jeronimo Bran v. JJ&S Asbestos Removal, Inc., and Does 1 through 50*, Case No. 24CU000405C. You must also include your full name (and former names, if any), address, telephone number, last four digits of your social security number, and your signature. If you opt-out of the Settlement, you will not be bound by the Class Action Settlement and therefore you will not release the claims set forth in Section No. 9. The request must be complete, signed, dated, and mailed by first-class regular U.S. Mail, **postmarked no later than [REDACTED], 2026 to: Stephen Armas and Josue Israel Jeronimo Bran v. JJ&S Asbestos Removal, Inc. Administrator, C/O [INSERT ADDRESS]**.

If you received a remailed Class Notice, whether, by skip-trace or forwarded mail, you will have an additional ten (10) days to postmark an exclusion request. The envelope should indicate whether the Class Notice has been forwarded or remailed. We encourage you to keep copies of all documents, including the envelope, in the event your compliance with the deadline is challenged.

The Court will exclude from the Class Action Settlement any Class Member who submits a complete and timely exclusion request as described in the paragraph above. Exclusion requests that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely exclusion request on or before the above-specified deadline shall be bound by all terms of the Settlement, release, and any Judgment entered in the Action if the Settlement receives final approval from the Court.

Class Members may only opt out of the class portion of the Settlement. Class Members who are also Eligible Aggrieved Employees cannot opt out of the PAGA portion of the Settlement. Therefore, a Class Member who submits a valid and timely request for exclusion will not receive an Individual Settlement Share and will not release the Released Claims, as described in Section No. 9 below. However, if such a Class Member is also an Eligible Aggrieved Employee, the Class Member will still be entitled to and will be mailed his or her Individual PAGA Payment and will still release the PAGA Released Claims, as described in Section No. 9 below.

8. *How Do I Object To The Settlement?*

If you are a Class Member who does not opt-out of the Settlement, you may object to the Settlement, personally or through an attorney.

You may mail a written objection to the Settlement Administrator at [address] by [the Response Deadline]. If you received a remailed Class Notice, whether, by skip-trace or forwarded mail, you will have an additional twenty-one (21) calendar days to postmark a written objection. If you choose to object in writing your objection must state: (a) the objecting person's full name, address, and telephone number; (b) the words "Notice of Objection" or "Formal Objection;" (c) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (d) list identifying witness(es) the objector may call to testify at the Final Approval hearing; and (e) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval hearing.

Class Members may also appear at the Final Approval Hearing, either in person or through the objector's own counsel even if they did not submit a written objection. Class Members' timely and valid objections to the Settlement will be considered even if the objector does not appear at the Final Approval Hearing.

If the Court approves the settlement over objections, objecting Class Members will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. *How Does This Class Action Settlement Affect My Rights? What are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt-out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Defendant and all of their respective subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns ("Released Parties").

A. Released Claims.

The Released Claims means any and all claims asserted in the operative Third Amended Complaint or any other claims that could have been asserted in the operative Third Amended Complaint based on the facts alleged, including but not limited to claims for, unpaid minimum wages, unpaid overtime and double time wages (including, but not limited to, any claims for additional wages owed due to "rounding," "off the clock work," and/or not factoring bonuses or shift differentials into the regular rate of pay); failure to provide proper meal and rest breaks; failure to maintain accurate employment records; wage statement violations; late payment of wages; separation pay violations; failure to pay wages timely during employment; failure to keep requisite payroll records; failure to reimburse business expenses; unfair business practices. The period of the Release shall extend to the limits of the Class Period.

B. PAGA Released Claims.

The PAGA Released Claims means any and all allegations and claims for civil penalties pursuant to PAGA based on any and all Labor Code violations that arose during the PAGA Period, which includes, inter alia, alleged violations of California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226, 226.3, 226.7, 246(1), 510, 512, 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802. The period of the PAGA release extends to the limits of the PAGA Period.

As explained above, Eligible Aggrieved Employees do not have the right to opt out of the PAGA portion of the Settlement. Therefore, if the Court approves the Settlement, all Eligible Aggrieved Employees will release the PAGA Released Claims, regardless of whether the Eligible Aggrieved Employee submits a timely and valid request for exclusion.

10. *How Much Can I Expect to Receive From This Settlement?*

Defendant will pay, subject to Court approval, a Gross Settlement Amount of \$310,000.00 to cover: (1) the Individual Settlement Shares to all Settlement Class Members; (2) the Class Representative Enhancement Payment to Plaintiffs in an amount up to \$10,000.00 to each Plaintiff (for a total of \$20,000.00); (3) the Administration Costs to the Settlement Administrator in an amount not to exceed \$8,250.00; (4) the Attorney Fee Award for attorneys' fees of \$108,500.00 and Cost Award of up to \$25,000.00 supported by declaration; and (5) a \$20,000 PAGA Payment, seventy-five percent (65%) of which (\$13,000) shall be paid to the LWDA, and the remaining thirty-five percent (35%) of which (\$7,000) shall be distributed to Eligible Aggrieved Employees as Individual PAGA Payments..

After deducting the Class Representative Enhancement Payments, Administration Costs, Attorney Fee Award, Cost Award, and PAGA Payment, the remaining sum, estimated at \$128,250.00 is the "Net Settlement Amount", which shall be distributed to all Participating Class Members.

A. How Will My Individual Settlement Share Be Calculated?

The Settlement Administrator will pay each Participating Class Member an Individual Settlement Share from the Net Settlement Amount. The Individual Settlement Share is calculated based on each Participating Class Member's pro rata share of the Net Settlement Amount based on workweeks during the Class Period as follows: (i) the number of weeks he or she worked as an hourly-paid or non-exempt employee during the Class Period, divided by (ii) the total number of weeks worked by all Participating Class Members collectively during the Class Period, which is then multiplied by the Net Settlement Amount. The Settlement Administrator will use the Class Data provided by Defendant to calculate the number of workweeks worked by each Class Member based on their dates of employment for purposes of this calculation.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [redacted], less taxes. This is based on Defendant's records, which show you worked [redacted] workweeks during the Class Period.

If you believe the number of eligible workweeks records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at [address] on or before [the Response Deadline]. Any evidence submitted will be carefully weighed, and the Settlement Administrator will make a

determination, although the Court has the authority to make the final decision as to any dispute. If this was remailed to you, you have an additional twenty-one (21) calendar days to submit a dispute.

Thirty percent (30%) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an IRS Form W-2. The remaining seventy percent (70%) of your Individual Settlement Share will be treated as penalties, interest, and reimbursement and will be paid pursuant to an IRS Form 1099.

B. How Will My Individual PAGA Payment Be Calculated?

The Settlement Administrator will pay each Eligible Aggrieved Employee an Individual PAGA Payment from the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees. Your Individual PAGA Payment will be based on your pro-rata share of the portion of the PAGA Payment allocated to the Eligible Aggrieved Employees and will be calculated as follows: (i) the number of workweeks you worked as an Eligible Aggrieved Employee during the PAGA Period, (ii) divided by the total number of workweeks worked by all Eligible Aggrieved Employees collectively during the PAGA Period, (iii) which is then multiplied by the \$7,000 of the PAGA Payment allocated to the Eligible Aggrieved Employees. For purposes of this calculation, the Settlement Administrator will use the Class Data to calculate the number of workweeks worked by each Eligible Aggrieved Employee based on their dates of employment.

Based upon the calculation above, your approximate Individual PAGA Payment is \$ [REDACTED]. This is based on Defendant's records, which show you worked [REDACTED] pay periods during the PAGA Period.

One hundred percent (100%) of this payment will be considered penalties, and you will be issued an IRS Form 1099 if your payment exceeds \$600. You are responsible for paying any federal, state, or local taxes owed as a result of this payment.

The Settlement Administrator will mail your Individual PAGA Payment check to the address the Settlement Administrator has on record for you. Therefore, it is important that you keep the Settlement Administrator informed of any change of address.

If no amount is stated for your Individual PAGA Payment, according to Defendant's records, you are not an Eligible Aggrieved Employee eligible for an Individual PAGA Payment because you were not employed by Defendant as an hourly-paid or non-exempt employee within the State of California during the PAGA Period. Therefore, this subsection B does not apply to you.

C. When Will My Settlement Payment Be Mailed?

Defendant is expected to fund the Gross Settlement Amount no later than thirty (30) calendar days after the date of the Parties' approval of the Settlement Administrator's final distribution calculations. Your Individual Settlement Share will be distributed within approximately fifteen (15) calendar days of the funding of the entire Gross Settlement Amount.

It is strongly recommended that upon receipt of your Individual Settlement Share check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the uncashed Individual Settlement Payment will escheat to the State of California, Unclaimed Property Division.

11. *How Will the Attorneys for the Class and the Class Representatives Be Paid?*

Class Counsel will be paid from the Gross Settlement Amount. Subject to Court approval, Class Counsel shall be paid an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount (or \$108,500.00) for attorneys' fees, and up to \$25,000.00 for litigation costs.

Defendant has paid all its own attorneys' fees and costs.

As set forth in Section No. 10 above, the Plaintiffs will also be paid Class Representative Enhancement Payments, subject to Court approval.

12. *Final Approval Hearing*

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [the date of final approval hearing], 2026 at [time a.m./p.m.], before the Honorable Blaine K. Bowman, at the Superior Court for the County of San Diego, located at 330 West Broadway, San Diego, California 92101, Department C-74. You are not required to appear at this hearing. Any changes to the hearing date will be available on the Settlement Administrator's website [INSERT WEBSITE ADDRESS]. Once the Court grants final approval of the settlement, the Settlement Administrator will mail notice of judgment to the Class Members via first-class regular U.S. Mail alongside their settlement checks.

13. *How Do I Get More Information?*

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS OR WOULD LIKE ELECTRONIC COPIES OF DOCUMENTS RELATING TO THE CLASS ACTION OR THE SETTLEMENT, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll-free. Please refer to the "Nava, *et al.*, v. Countywide Mechanical Systems, Inc. class action settlement."

This Notice does not contain all the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court located at 330 West Broadway, San Diego, California 92101, between 8:30 a.m. and 4:00 p.m.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT 2

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

June 25, 2024

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

JJ&S Asbestos Removal, Inc.
925 Poinsettia Ave, Suite 4
Vista, California 92081

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **STEPHEN ARMAS** (“Plaintiff(s)”) and all other “aggrieved employees” of the following “Defendant(s)”:

JJ&S ASBESTOS REMOVAL, INC.

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79. Plaintiff maintains standing to pursue these claims against Defendants, as Plaintiff experienced one or more of the alleged violations during the relevant statutory period, which continue through the present date. *Cf. Johnson v. Maxim Healthcare Servs., Inc.*, 281 Cal. Rptr. 3d 478, 481 (Cal. Ct. App. 2021).

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(k). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal. 4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Project Estimator from about December 2022 to May 2024. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The “aggrieved employees” include Plaintiff and the following individuals:

All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the “aggrieved employees” and the “PAGA Period”).

Plaintiff reserves the right to expand or narrow the definition of the “aggrieved employees” in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants’ violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Overtime

Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than

one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Defendants failed to pay Plaintiff and the aggrieved employees overtime wages at the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.

Defendant would not account for all of Plaintiff and the aggrieved employees’ travel time as time worked. Plaintiff and the aggrieved employees were required to travel from project sites back to Defendant’s place of business. However, if the travel time resulted in Plaintiff and the aggrieved employees’ working more than eight hours, Defendant did not include that time as time worked. This occurred about every week while Plaintiff and the aggrieved employees were working for Defendants.

Additionally, Defendants often required Plaintiff and the aggrieved employees to work overtime to finish projects. However, upon information and belief, Defendants frequently failed to include all overtime hours Plaintiff and aggrieved employees worked in their total hours worked, resulting in unpaid overtime wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 558 (\$50/\$100), 1199 / “Penalties” section of the IWC Wage Orders) (\$50/\$100), and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Paid Sick Leave **Violation of Labor Code §§ 246 through 248.7**

Defendants violated Labor Code sections 246 through 248.7 with respect to the aggrieved employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 24 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. If an employer chooses the accrual method, employees must accrue

sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) “the same manner as the regular rate of pay for the workweek;” (2) “by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days;” or (3) “for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time.” Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees “with written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Defendants failed to comply with California’s paid sick leave laws with respect to the aggrieved employees. Defendants failed to provide Plaintiff and the aggrieved employees with all sick leave accrued. Plaintiff and the aggrieved employees worked off-the-clock, overtime hours that were not accounted for due to Defendant’s time editing practice, when calculating an employee’s accrued paid sick leave. Therefore, Plaintiff and the other aggrieved employees were not awarded the total accrued sick leave time they earned.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Meal Period Premium Wages **Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee’s “regular rate” of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 (“We hold that the terms are synonymous: “regular rate of compensation” under section 226.7(c), like “regular rate of pay” under section 510(a), encompasses all nondiscretionary

payments, not just hourly wages”). “[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage.” *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 61. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee’s regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is “exceedingly narrow” and applies only when (1) “the nature of the work prevents the employee from being relieved of all duty” and (2) *both* “the employer and employee have agreed, in writing, to the on-duty meal period.” *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal. 5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal. 5th 444, 459.

Upon information and belief, Plaintiff and the aggrieved employees routinely experienced missed, late, short, and interrupted meal periods. Each time Plaintiff and the aggrieved employees experienced a noncompliant meal period, they were owed a meal period premium. However, as a matter of policy and practice, Defendant failed to pay Plaintiff and other aggrieved employees a meal period premium in violation of Labor Code section 226.7.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unpaid Rest Period Premium Wages **Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders**

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee’s “regular rate” of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 (“We hold that the terms are synonymous: “regular rate of compensation” under section 226.7(c), like “regular rate of pay” under section 510(a), encompasses all nondiscretionary payments, not just hourly wages”). Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under

conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee’s regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Defendant did not provide Plaintiff and the aggrieved employees with compliant rest periods. Plaintiff and aggrieved employees were not authorized to take one uninterrupted ten-minute rest period for each four-hour period (or major fraction thereof) worked because Defendant had an unlawful policy and practice of requiring Plaintiff and the aggrieved employees to combine their rest periods with their meal periods. Therefore, Plaintiff and aggrieved employees were expected to work continuously for four hours (or major fraction thereof) without a compliant rest period. Defendant did not pay rest period premiums for those non-compliant rest periods.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Untimely Payment of Wages During Employment **Violation of Labor Code §§ 204, 204b, 210**

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice. Indeed, Defendants failed to pay all premiums, overtime, regular, and other earnings each pay period.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, and Labor Code section 210 (\$100/\$200) per violation per pay period, along with all other civil penalties permitted by law.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Specifically, Plaintiff did not receive his final wages in a timely manner. Plaintiff was terminated on May 17, 2024, yet he did not receive his final wages until May 22, 2024, five days after his last day. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

Defendants failed to pay Plaintiff and other aggrieved employees for all of the time that they worked such as all overtime wages, sick leave pay, and meal and rest premium wages owed. Because Defendants have not paid all wages and premiums owed to class members to this day, even after they separated from employment, Defendants are also liable for waiting time penalties under Labor Code section 203. Nevertheless, Defendants have not paid all waiting time penalties owed.

As a result, Plaintiff may recover civil penalties on behalf of aggrieved employees and the State of California as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, “an accurate itemized statement in writing showing:” (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code sections 226.3 (\$250/\$1,000) and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Unreimbursed Employee Expenses
Violation of Labor Code §§ 2802, 2804

Defendants violated Labor Code section 2802 with respect to the aggrieved employees by failing to reimburse the aggrieved employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to “indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” See, e.g., *Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

Defendants required Plaintiff and the aggrieved employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the aggrieved employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice. Defendant did not provide employees with all necessary tools to carry out their job duties. Plaintiff and aggrieved employees were required to obtain and use their personal tools, such as hammers, saws, and drills, to fulfill their responsibilities. However, Defendant did not reimburse them for those costs. Additionally, after Plaintiff’s company provided cell phone stopped working, Plaintiff was required to use his personal cell phone to clock in and out for work. Defendant did not reimburse Plaintiff for using his personal cell phone. Plaintiff and aggrieved employees incurred expenses as part of their job duties and were not reimbursed by Defendant for those costs.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments.” Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, as provided under Labor Code section 1174.5 (\$500) and 2699 (\$100/\$200), along with all other civil penalties permitted by law.

Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Attorneys’ Fees and Costs
Labor Code § 2699(g)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys’ fees and costs, which are recoverable under California law, including Labor Code section 2699(g).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants’ written employment and payroll policies and handbooks; the aggrieved employees’ personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,

A handwritten signature in black ink, appearing to read "Mariela Romo". The signature is fluid and cursive, with a large initial "M" and a distinct "R" at the end.

Mariela Romo

Cc Plaintiff Stephen Armas

Joe Mashek, HR Representative
jmashek@jjandsconstruction.com
jmashek@jjandsenviro.com

EXHIBIT 3

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

July 30, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED

JJ&S Asbestos Removal, Inc., a California corporation

c/o William H. Sauls, Agent for Service of Process

3033 Fifth Avenue, Suite 400

San Diego, CA 92103

Re: *Josue Israel Jeronimo Bran v. JJ&S Asbestos Removal, Inc., doing business as JJ & S Environmental Services, a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Josue Israel Jeronimo Bran in claims arising from his employment with JJ&S Asbestos Removal, Inc., doing business as JJ & S Environmental Services, a California corporation (“Defendant”). Mr. Jeronimo Bran is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 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, an “aggrieved employee” should be considered to include all current and former hourly, non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement, and/or other date approved by the Court.

Mr. Jeronimo Bran, a former non-exempt employee, was employed by Defendant from about October 2022 through about April 2024. During his employment with Defendant, Mr. Jeronimo Bran held the job title of General Laborer in which his duties included, without limitation, removing asbestos, mold, and/or lead from properties.

During his employment with Defendant, Mr. Jeronimo Bran was generally scheduled to work Monday through Friday from 6:00 a.m. to 3:00 p.m. Defendant required Mr. Jeronimo Bran to use a tablet to clock in and out of a timekeeping system that kept track and record of his time worked. Mr. Jeronimo Bran often worked 8-12 hour shifts.

During his employment with Defendant, Defendant would keep track of Mr. Jeronimo Bran's time worked and would unlawfully shave Mr. Jeronimo Bran's work time such that Mr. Jeronimo Bran would not be fully paid for all time worked. Specifically, Mr. Jeronimo Bran routinely worked hours in excess of his scheduled shifts but was consistently required by Defendant to reduce his total number of hours to reflect less than the time he actually worked and/or that he worked only 40 hours per week. This time-shaving utilized by Defendant was not even-handed over time and would almost exclusively round and shave in Defendant's favor such that Mr. Jeronimo Bran was routinely unpaid for his time worked. Additionally, Defendant automatically recorded Mr. Jeronimo Bran as having taken one-hour meal periods, but Mr. Jeronimo Bran regularly returned to work before one hour lapsed. As a result, Defendant failed to pay Mr. Jeronimo Bran all required minimum and overtime wages.

Throughout Mr. Jeronimo Bran's employment with Defendant, Mr. Jeronimo Bran was not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work and fail to provide second duty-free 30-minute meal periods for shifts of over 10.0 hours in violation of California law. As a result of the work demands imposed by Defendant, Defendant often provided meal periods that were either interrupted, late, or short. Further, Defendant did not require Mr. Jeronimo Bran to record and/or keep track of purported meal periods taken.

Further, Defendant's meal period policies and practices fail to provide Mr. Jeronimo Bran and the other non-exempt employees a second meal period for shifts over 10.0 hours. As a result, when Mr. Jeronimo Bran worked in excess of 10.0 hours, he was not provided with a second 30-minute meal period in violation of California law.

Although Mr. Jeronimo Bran was not provided with all legally-compliant meal periods to which he was entitled, Defendant failed to compensate Mr. Jeronimo Bran with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7.

Mr. Jeronimo Bran was also not authorized and permitted to take all legally required and compliant rest periods due to Defendant's rest period policies and practices. Specifically, due to Defendant's practices of understaffing, the work demands imposed by Defendant, and chastising Mr. Jeronimo Bran and non-exempt employees for taking rest periods, Defendant did not authorize and permit one rest period for every four hours worked, or *major fraction thereof*. Indeed, Mr. Jeronimo Bran has not been authorized and permitted to take rest periods during his employment with Defendant.

On those occasions when Mr. Jeronimo Bran was not authorized and permitted to take all legally-compliant rest periods to which he was entitled, Defendant failed to compensate Mr. Jeronimo Bran with the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7.

Defendant also failed to reimburse Mr. Jeronimo Bran and other non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Jeronimo Bran to purchase tools, including without limitation, a hammer, prybar, and toolbox to perform his job duties but was not reimbursed for his purchases. Defendant also required Mr. Jeronimo Bran to use his personal cellular phone for business purposes. Accordingly, despite Mr. Jeronimo Bran and the other non-exempt employees being required to purchase their own tools and use their personal cellular phones, Defendant did not reimburse Mr. Jeronimo Bran or other non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

As a result of Defendant's failure to pay all minimum wages, overtime wages, as well as meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Jeronimo Bran.

As a further result of Defendant's failure to pay all overtime and/or minimum wages owed, and failure to pay all meal and rest period premium wages, Defendant failed to provide Mr. Jeronimo Bran all wages owed upon his separation of employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 16 ("Wage Order 16"):

Minimum Wage Violations

Defendant was required to pay Mr. Jeronimo Bran and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197; The Wage Order 16, § 4. Mr. Jeronimo Bran and other aggrieved employees were not paid for all hours worked due to Defendant's timekeeping and compensation practices.

Overtime Violations

Defendant was required to pay Mr. Jeronimo Bran and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 16, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated equal to one and one-half times their regular rate of pay for all overtime hours worked." As explained above, Mr. Jeronimo Bran worked overtime hours but was not properly compensated due to Defendant's policy and practice of shaving its non-exempt employees' time.

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Jeronimo Bran and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 16, § 10. Specifically, due to the work demands imposed by Defendant, Mr. Jeronimo Bran and other Aggrieved Employees were often unable to take a duty-free 30-minute meal period before the end of the fifth hour of work. As a result, their meal periods were often interrupted, late, short, or otherwise unlawful. In addition, they were not provided a second meal period when they worked shifts in excess 10.0 hours. As a result, Mr. Jeronimo Bran 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.”). Although Mr. Jeronimo Bran and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Jeronimo Bran and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Jeronimo Bran and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 16, § 11. As alleged above, Defendant’s rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Specifically, as a result of the work demands imposed by Defendant and the chastising of Plaintiff and other Aggrieved Employees for taking rest periods, Defendant did not authorize and permit rest periods. As a result, Mr. Jeronimo Bran and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable 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 period is not provided.”)

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Mr. Jeronimo Bran to purchase tools, including without limitation a hammer, prybar, and toolbox, to carry out work duties. Further, Defendant required Mr. Jeronimo Bran to use his personal cellular phone to discharge his duties. Accordingly, despite the non-exempt employees being required to

purchase tools and use their personal cellular phone, Defendant did not reimburse Mr. Jeronimo Bran or other non-exempt employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 16, and Labor Code §§ 2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Mr. Jeronimo Bran and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Mr. Jeronimo Bran and other Aggrieved Employees all of their final wages at the time of separation, which included, among other things, underpaid minimum and overtime wages, and meal and rest period premium wages. Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to Mr. Jeronimo Bran and other Aggrieved Employees was willful and, consequently, entitles Mr. Jeronimo Bran and other similarly Aggrieved Employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendant failed to pay their final wages after their separation, up to a maximum of thirty days.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Jeronimo Bran and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all minimum and overtime wages earned, meal and rest period premiums, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Mr. Jeronimo Bran and 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 minimum and overtime wages earned, and meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Mr. Jeronimo Bran will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Jeronimo Bran's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Mr. Jeronimo Bran and other aggrieved employees the statutory minimum wage for all hours worked;

- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Jeronimo Bran and other aggrieved employees all overtime compensation earned;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Jeronimo Bran and other aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Jeronimo Bran and other aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Mr. Jeronimo Bran and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code § 2802, by failing to reimburse Mr. Jeronimo Bran and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties;
- g) Defendant violated Labor Code § 204 by failing to pay Mr. Jeronimo Bran and other aggrieved employees all earned wages at least twice during each calendar month; and
- h) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Mr. Jeronimo Bran and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT 4



CASE ASSUMPTIONS

Class Members	270
Opt Out Rate	1%
Opt Outs Received	3
Total Class Claimants	267
Subtotal Admin Only	\$8,250.00

Not-to-Exceed Total \$8,250.00

For 270 Members

Pricing Good for Scope of Estimate Only

March 2, 2026

Case: Bran, et al. v. JJ&S Asbestos Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Scott Lidman

Firm: LIDMAN LAW, APC

Contact Number: (424) 322-4774

Email: Slidman@lidmanlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 270 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	2	\$250.00
Programming Database & Setup	\$125.00	2	\$250.00
Toll Free Setup*	\$138.79	1	\$138.79
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$150.00	2	\$300.00
Total			\$970.79

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.35	270	\$94.50
Notice Packet & Opt-Out Form	\$1.25	270	\$337.50
Estimated Postage (up to 2 oz.)*	\$0.74	270	\$199.80
Static Website	\$250.00	1	\$250.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$2,256.80

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	2	\$110.00
Skip Tracing Undeliverables	\$2.00	19	\$37.80
Remail Notice Packets	\$1.75	19	\$33.08
Estimated Postage	\$0.74	19	\$13.99
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$294.86

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	1	\$135.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$645.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	2	\$250.00
Disbursement Review	\$125.00	2	\$250.00
Programming Manager	\$95.00	2	\$190.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	2	\$250.00
Mail Class Checks *	\$1.25	270	\$337.50
Estimated Postage	\$0.74	270	\$199.80
Total			\$1,727.30

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	2	\$250.00
Remail Undeliverable Checks (Postage Included)	\$1.50	14	\$20.25
Case Associate	\$55.00	2	\$110.00
Reconcile Uncashed Checks	\$85.00	3	\$255.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,050.00	1	\$1,050.00
Total			\$2,355.25

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$8,250.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 5

Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 facsimile
www.ferrarovega.com

LAW FIRM RESUME

Ferraro Vega Employment Lawyers was founded in 2018 and represents plaintiffs throughout California in class, collective, and representative actions under the California Labor Code, Private Attorneys General Act, and Fair Labor Standards Act.

PRINCIPAL ATTORNEYS

Nicholas J. Ferraro, Esq.

California State Bar No. 306528 (admitted 2015)

Washington State Bar No. 59674 (admitted 2022)

Education

University of San Diego School of Law (J.D., *San Diego Law Review*)

Gonzaga University (B.A.)

During law school, Mr. Ferraro externed for a federal magistrate in the U.S. District Court for the Southern District of California, worked in the law school library as a library clerk, and as a legal intern for a San Diego-based commercial real estate company.

Employment

Attorney, Ferraro Vega Employment Lawyers (2018 to present)

Attorney, Duane Morris LLP (2017 to 2018)

Attorney, Gordon Rees Scully Mansukhani (2016 to 2017)

Attorney & Law Clerk, Simpson Delmore Greene LLP (2014 to 2016)

Prior to starting the firm, Mr. Ferraro worked in the employment law practice groups of Gordon Rees and Duane Morris, where he advised companies, drafted employee policies and agreements, and defended employers in class action and PAGA litigation.

Organizations

Wage and Hour Committee Member, California Employment Lawyers Association (2020 to 2024)

Leadership Development Committee, Association of Business Trial Lawyers (2017 to 2019)

Sexual Harassment Task Force, Lawyers Club of San Diego (2018)

Presentations and Publications

Guest Lecturer, University of San Diego School of Law Employment Law Classes (various)

Attorney Panelist, California Dept. of Labor Standards Enforcement Seminar (Sept. 2021)
Panelist, San Diego County Bar Association Labor & Employment Conference (2019, 2021)
Publications in *California Employment Law Letter*, *HR Daily Advisor*, Lexology, and various firm newsletters and alerts

Awards

Super Lawyers “Rising Star” in the field of Class Actions (2019 to 2024)
Best Lawyers “Ones to Watch” for Employment Lawyers (2021 to 2024)
“Leaders in Law Awards” Nominee in *San Diego Business Journal* (2022)

Lauren N. Vega, Esq.

California State Bar No. 306525 (admitted 2015)

Education

University of San Diego School of Law (J.D., *San Diego Law Review*)
University of California, San Diego (B.A.)

During law school, Ms. Vega was an active participant in moot court. She received the Outstanding and Best Brief Awards in back-to-back years at the Duberstein Moot Court Competition in New York City. She also served as a judicial extern for federal judges in the Southern District and Central District.

Employment

Attorney, Ferraro Vega Employment Lawyers (2020 to present)
Attorney, Procopio, Cory, Hargreaves & Savitch (2015 to 2020)

Prior to joining the firm, Ms. Vega defended employers as defense counsel in approximately 50 class and PAGA actions throughout California. She also advised companies on wage and hour compliance and drafted employee policies, procedures, and agreements.

Organizations

Member, California Employment Lawyers Association (2020 to present)

Presentations and Publications

Speaker, Procopio’s Annual Labor & Employment Seminar (2015 to 2019)
Publications in *Los Angeles Daily Journal* and various firm newsletters

Awards

Super Lawyers “Rising Star” in the field of Class Actions (2022, 2023)
Best Lawyers “Ones to Watch” for Employment Lawyers (2021 to 2024)
“Leaders in Law Awards” Nominee in *San Diego Business Journal* (2021)

Elyssa Martinez, Esq.

California State Bar No. 355589 (admitted 2024)

Education

University of San Diego School of Law (J.D.)

Grand Canyon University (B.A.)

Certificates

The Theory and Practice of Mediation, National Conflict Resolution Center

During law school, Ms. Martinez worked as a law clerk for Ferraro Vega Employment Lawyers. Ms. Martinez also worked as law clerk for the San Diego County Public Defender's Office and the Superior Court in the Office of the Family Law Facilitator. Ms. Martinez served on the boards of the Employment and Labor Law Society, First Generation Legal Professionals, and La Raza student organizations

Employment

Attorney & Law Clerk, Ferraro Vega Employment Lawyers, Inc. (2022 to Present)

Law Clerk, San Diego Public Defender's Office (Fall 2021)

Law Clerk, San Diego Superior Court Office of the Family Law Facilitator (Summer 2021)

Dorota A. James, Esq.

California State Bar No. 309933 (admitted 2016)

Education

University of San Diego School of Law (LL.M., 2014) Comparative Law

University of Saarland Law School (Ph.D., 1999)

University of Saarland Law School (LL.M., 1996) German Law

University of Wroclaw Law School (M.S., summa cum laude, 1994)

Ms. James is a tenth-year attorney with extensive experience handling complex wage-and-hour litigation. For the past ten years, she has served as Plaintiffs' counsel of record in more than fifty (50) wage-and-hour class action and PAGA cases. Prior to her admission to the California Bar in 2016, Ms. James worked as a senior litigation paralegal at a San Diego law firm specializing in plaintiffs' wage-and-hour employment litigation. In that role, she provided comprehensive litigation support in complex class actions, including pre-filing investigation, discovery, pre-mediation analysis, and post-settlement claims administration. During that time, she actively assisted in the litigation of more than fifty (50) employment class action cases.

Honors

Dean's Comparative Law Award (Highest Grade Point Average in L.L.M. Program)

Konrad Adenauer Foundation Scholarship Recipient (German Scholarship for talented foreign students)

Employment

Attorney, Ferraro Vega Employment Lawyers (2025 – Present)
Attorney, Wilshire Law Firm (05/2024 – 02/2025)
Attorney, Dinsmore & Shohl LLP (02/2021 – 05/2024)
Attorney, ShortLegal, APC (10/2018 – 02/2021)
Attorney, Tyson Mendes, LP (02/2018 – 10/2018)
Attorney, Parker Straus, LP (10/2016 – 02/2018)
Senior Paralegal, Graham Hollis APC (10/2007 – 10/2015)
Associate Legal Officer, International Organization for Migration (12/2001 – 02/2005)

Jennifer L. Connor, Esq.

California State Bar No. 241480 (admitted 2006)

Education

University of Notre Dame Law School (J.D., cum laude, 2003)
Boston College (B.A., magna cum laude, 2000)
Boston College School of Theology Ministry (M.Div., 2019)

Ms. Connor is an attorney with over two decades of experience advocating for plaintiffs in civil litigation. Her practice focuses on wage and hour and employment class actions. She has represented clients in state and federal court forums across various areas, including consumer protection, unfair business practices, product liability, fraud, and antitrust. Ms. Connor is recognized for her strong appellate writing skills, having contributed to significant appellate matters. She has experience in successfully certifying class actions and handling dispositive motions. She has also been appointed as class counsel. Her background includes involvement in numerous putative class, collective, and representative actions and managing hundreds of contested and/or settlement-certified cases, with wage and hour litigation comprising over 50% of her practice.

Civic Organizations

Volunteer, Christian Legal Aid of Los Angeles (CLA-LA)
Volunteer District Attorney, Orange County District Attorney's Office (Trial Attorney Partnership program)

Presentations and Publications

Authored appellate briefs, including for *Aryeh v. Canon Business Solutions, Inc.* (2013) 55 Cal.4th 1185 and a Respondent's Brief before the California Court of Appeal, Fourth Appellate District.
Guest Lecturer on employment law for MCLE, including CELA's 28th Annual Conference

Employment

Attorney, Ferraro Vega Employment Lawyers (2026 - Present)
Attorney, Casey Gerry Francavilla Blatt LLP (2024 - 2025)

Attorney, CounselOne, PC (2020 - 2023)
Attorney, Rex Parris Law Firm (Summer Intern: May -Aug. 2017)
Attorney, Cohelan Khoury & Singer (2014 - 2015)
Attorney, Spiro Moore LLP (2012 to 2014)
Attorney, Westrup Klick, LLP (2004 to 2011)

Ricardo De Leon, Esq.

California State Bar No. 365493 (admitted 2025)

Education

University of San Diego School of Law (J.D.)
San Diego State University (B.A.)

During law school, Mr. De Leon gained practical experience in several law clerk positions, including at the USD Immigration Law Clinic, and firms that specialized in advising small businesses, medical malpractice, and a non-profit focused on legislative reform. Mr. De Leon served on the board of the USD La Raza student organization and as a senior editor for the USD International Law Journal.

Employment

Attorney, Ferraro Vega Employment Lawyers, Inc. (2025 to Present)
Post Bar Law Clerk, Banker's Hill Law Firm A.P.C. (Fall 2025)
Law Clerk, Hegeler & Anderson, A.P.C. (2024 - 2025)
Law Clerk, Pokala Law, A.P.C. (2023 - 2024)
Law Clerk, USD Immigration Law Clinic (Fall 2023)
Law Clerk, Western Center on Law & Poverty (Summer 2023)

Troy Q. Strange

California State Bar No. 346637

Education

California Western School of Law (J.D., 2022)
California Polytechnic State University of San Luis Obispo (B.A., 2018)

Mr. Strange is a trial attorney dedicated to advocating for California employees in complex litigation, including Labor Code violations, wage-and-hour disputes, and PAGA representative actions. A first-chair trial lawyer, Mr. Strange possesses a sophisticated litigation background that spans both public enforcement and private defense. He previously served as an attorney for the Department of Industrial Relations, where he prosecuted cases across Southern California, including San Diego, San Bernardino, Riverside, and Imperial Counties. He further refined his expertise at Procopio, Cory, Hargreaves & Savitch LLP, advising employers on statutory compliance and litigating single-plaintiff and class-action matters. He is admitted to practice in the State of California and the U.S. District Court for the Southern District of California.

Affiliations

San Diego County Bar Association

Employment

Attorney, Ferraro Vega Employment Lawyers, Inc. (2026 to Present)

Attorney, Procopio, Cory, Hargreaves & Savitch (2025)

Attorney, California Department of Industrial Relations, Division of Labor Standards Enforcement, (2023-2025)

Attorney, Sayyar Law APC, (2022-2023)

Law Clerk, Law Offices of Benjamin J. Cheeks, (2021-2022)

Law Clerk, GrahamHollis (2021-2022)

Law Clerk, Aguirre and Severson, LLP (2021)

Law Clerk, Alternate Public Defender's Office North County San Diego, (2020)

Andrew Katseanes, Esq.

California State Bar No. 351638 (admitted 2023)

Education

University of San Diego School of Law (J.D.)

Idaho State University (B.S.)

During law school, Mr. Katseanes was an active member of the mock trial team and earned recognition for his pro bono service with the Legal Aid Society of San Diego, where he assisted with unlawful detainers and restraining orders. He began his career working in civil defense before transitioning to plaintiff-side employment law. He is admitted to practice in the State of California and the U.S. District Court for the Southern District of California.

Employment

Attorney, Burger, Meyer, & D'Angelo, LLP (2025-2026)

Attorney, Tyson & Mendez, LLP (2024-2025)

Law Clerk, The Curran Law Firm, APC (2021-2023)

Law Clerk, Office of the Primary Public Defender San Diego, (2021)

Nicolas Ahadzadeh, Esq.

California State Bar No. 365386 (admitted 2025)

Education

California Western School of Law (J.D.)

Grand Canyon University (B.A.)

Certificates

Mediation Clinic Training and Field Experience

During law school, Mr. Ahadzadeh was an active member of student-ran organizations, including the Student Bar Association, was invited to the law school's Alternative Dispute Resolution team, earned multiple Distinguished Advocate Awards, and performed volunteer work at multiple legal organizations, including Unlawful Detainer Clinic from Legal Aid Society of San Diego and Small Claims Mediator for the Hall of Justice. He began his career working in civil litigation before committing heavily to plaintiff-side employment law. Specifically, Mr. Ahadzadeh has significant experience litigating both class action lawsuits and advocating for victims of individual FEHA violations. He is admitted to practice in the State of California, the U.S. District Court for the Southern District of California, and the U.S. District Court for the Central District of California.

Employment

Attorney, Ferraro Vega Employment Lawyers, Inc. (2026-Present)
Law Clerk, Hogue & Belong, APC (2021-2024)
Law Clerk, Garcia Hong Law, (2020)
Law Clerk, Mara Law Firm, PC (2020)
Circulation Clerk, California Western School of Law Library (2019-2021)

Organizations

Applicant, Welsh Inn of Court (2026)
San Diego County Bar Association (2019 to Present)
Annual Dinner Committee, Lawyers Club of San Diego (2019-2020)
Student Bar Association, CWSL, *Vice President* (2019-2020)

Publications

Ahadzadeh, Nicolas. "Bridging the Financial Gap from Law School Graduate to Sole Practitioner." American Bar Association. MONEY TALKS: Financial Issues in Law Practice (January February 2022).
Ahadzadeh, Nicolas. "Using Legal Research to Stay Ahead of the Curve." Thomson Reuters. Law School Survival Guide (2021).

Awards

Lawyers of Distinction, "Best of the Best" Nominee (2026).
California Western School of Law, Distinguished Advocate Award, Trial (2020)
California Western School of Law, Distinguished Advocate Award, Trial (2019)
California Western School of Law, Distinguished Advocate Award, Negotiations (2019)

OF COUNSEL ATTORNEYS

Rick A. Waltman, Esq.

Rick Waltman Law, APC
University of San Diego School of Law (J.D., *San Diego Law Review*)
California State Bar No. 306463 (admitted 2015)

PARALEGALS & STAFF

Marissa Rodriguez

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers, Inc. (2024 to Present)

Paralegal, Hoffman & Forde Attorneys at Law (2022 – 2023)

Legal Assistant/Paralegal, Mesnik Law Group (2019 – 2022)

Education

California State University, Chico (Bachelor of Arts)

Isabel Tostado

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers, Inc. (2025 to present)

Paralegal, J. Doling Law, PC. (2019 – 2024)

Paralegal, Doling Shaw & Hanover, APC (2016 – 2019)

Paralegal, Law Offices of Jenny L. Doling, APLC (2008 – 2016)

Education

Kaplan University, Palm Springs (Associate of Science)

Leah Carcione

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers (November 2025 to Present)

Paralegal, Wilshire Law Firm, (May 2024 – October 2025)

Paralegal, The Markham Law Firm, (August 2017 – April 2024)

Education

University of San Diego School of Law, (ABA Paralegal Certificate)

Jennifer Steele

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers (January 2026 to Present)

Paralegal, Hogue and Belong APC, (August 2025 – January 2026)

Education

University of California Los Angeles, (Bachelor of Arts, Sociology)
University of San Diego School of Law, (ABA Paralegal Certificate)

Raquel Gerardo

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers (January 2026 to Present)
Legal Assistant, Mara Law Firm (February 2025 – January 2026)

Education

Brigham Young University- Idaho, (Bachelor of Science, Business Management with an emphasis in Supply Chain)

Leslee Soria Alvarado

Paralegal

Employment

Paralegal, Ferraro Vega Employment Lawyers (January 2026 to Present)
Legal Assistant, Hogue & Belong (July 2025 to January 2026)

Education

University of California, San Diego (Bachelor of Arts, Political Science: Public Law)

Secretaries and legal assistants not listed.

FORMER ATTORNEYS

David X. Lin, Esq.

Northwestern University School of Law (J.D.)

Elida M. Espinoza, Esq.

California Western School of Law (J.D., 2016)
California State Bar No. 314001 (admitted 2017)

Rayne Brown, Esq.

University of San Diego School of Law (J.D., 2021)
California State Bar No. 342011 (admitted 2021)

Mariela R. Romo, Esq.

University of San Diego School of Law (J.D.)
University of California, Santa Barbara (B.A. Political Science)

Xavier L. Woodford, Esq.
Thomas Jefferson School of Law (J.D.)
Rutgers University – New Brunswick (B.A.)

CLASS & REPRESENTATIVE ACTIONS

Glory Orekoya v. Inspyr Solutions LLC, et al., Alameda County Sup. Ct. Case No. 24CV085153 (Hon. S. Raj Chatterjee) (April 14, 2026)

Daniel Munoz v. ARS REI USA Corp., San Diego County Sup. Ct. Case No. 24CU013657C (Hon. Blaine K. Bowman) (April 3, 2026)

Martin Aldrete, et al. v. JAL Equity Corp. DBA Marketing.com, et al., San Diego County Sup. Ct. Case No. 24CU003448C (Hon. Wendy M. Behan) (April 3, 2026)

Mason Griffin v. JKB Financial, Inc., San Diego County Sup. Ct. Case No. 25CU017449C (Hon. Evan P. Kirvin) (April 1, 2026)

Charles Madrid v. Grand America Hotels & Resorts, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00023471-CU-OE-CTL (Hon. Blaine K. Bowman) (March 27, 2026)

Salvador Cruz v. Khanna Enterprises VI LP, et al., San Diego County Sup. Ct. Case No. 25CU014533C (Hon. Loren Freestone) (March 13, 2026)

Zachary Lacono v. CC of San Diego, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00029215-CU-OE-CTL (Hon. Marcella O. McLaughlin) (March 6, 2026)

Eloina Vigil v. SLH Escondido Manager, LLC, San Diego County Sup. Ct. Case No. 37-2024-00013517-CU-OE-CTL (Hon. Loren Freestone) (March 5, 2026)

Matthew Falcosky v. Consolidated Electrical Distributors, Inc., King County Sup. Ct. Case No. 24-2-29691-3 (Hon. Suzanne Parisien) (February 27, 2026)

Carlos Marquez, et al. v. Naval Engineering Support Inc., San Diego County Sup. Ct. Case No. 37-2024-00023814-CU-OE-CTL (Hon. Katherine A. Bacal) (February 20, 2026)

Darby Churchill, et al. v. Interim Healthcare San Diego LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00032762-CU-OE-CTL (Hon. Evan P. Kirvin) (February 6, 2026)

Abraham Iriarte v. KFM Restaurants LP, San Diego County Sup. Ct. Case No. 24CU019915C (Hon. Gregory W. Pollack) (February 6, 2026)

Shawntay Ellison v. CHW Entertainment, Inc., San Diego County Sup. Ct. Case No. 37-2024-00020465-CU-OE-CTL (Hon. Loren Freestone) (February 6, 2026)

Charles Constantino v. Good Samaritan Shelter, Santa Barbara County Sup. Ct. Case No. 24CV04221 (Hon. James F. Rigali) (February 3, 2026)

Monica Velarde v. San Diego Imaging Management, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00030937-CU-OE-CTL (Hon. Gregory W. Pollack) (January 30, 2026)

Emilie Hanne v. Unio Health Partners LLC, San Diego County Sup. Ct. Case No. 37-2024-00019901-CU-OE-CTL (Hon. Euketa Oliver) (January 23, 2026)

Nieemah Jenkins v. Archer Aviation Operating Corp., et al., Alameda County Sup. Ct. Case No. 24CV086806 (Hon. Rebekah Evenson) (January 22, 2026)

Jose Martinez v. HES Commercial, Inc., et al., San Diego County Sup. Ct. Case No. 24CU000888C (Hon. Evan P. Kirvin) (January 21, 2026)

Neyly Becerra v. St. Madeleine Sophie's Center, San Diego County Sup. Ct. Case No. 37-2024-00007254-CU-OE-CTL (Hon. Matthew C. Braner) (January 16, 2026)

James Woodruff v. Ormat Technologies, Inc., Imperial County Sup. Ct. Case No. ECU003647 (Hon. L. Brooks Anderholt) (January 15, 2026)

Sayprasith Phahongchanh v. Columbia Machine, Inc., Clark County Sup. Ct. Case No. 24-2-03542-06 (Hon. Gregory M. Gonzales) (January 14, 2026)

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Brian Harris, et al. v. Securespace Management, LLC, San Diego County Sup. Ct. Case No. 37-2024-00023760-CU-OE-CTL (Hon. Wendy M. Behan) (January 9, 2026)

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Hung Nguyen v. DUAL North America, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00023462-CU-OE-CTL (Hon. James Mangione) (December 5, 2025)

Marie Macias v. Patterson Dental Supply, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00016055-CU-OE-CTL (Hon. Marcella O. McLaughlin) (December 5, 2025)

Robert Frosio v. La Jolla Beach and Tennis Club Partners L.P., et al., San Diego County Sup. Ct. Case No. 24CU003072C (Hon. James Mangione) (November 26, 2025)

Dustin Bottomley, et al. v. Six Maritime, Inc., San Diego County Sup. Ct. Case No. 37-2024-00018510-CU-OE-CTL (Hon. Marcela O. McLaughlin) (November 21, 2025)

Arik Papa v. Geocon, Inc., San Diego County Sup. Ct. Case No. 37-2024-00029093-CU-OE-CTL (Hon. Wendy M. Behan) (November 14, 2025)

Maria Cisneros v. ISL Employees, Inc. dba Integral Senior Living, et al., San Diego County Sup. Ct. Case No. 37-2024-00009110-CU-OE-NC (Hon. Michael D. Washington) (November 14, 2025)

Tonya Miller v. Cascadia Senior Living, LLC, Pierce County Sup. Ct. Case No. 23-2-11217-8 (Hon. Angelica Williams) (November 14, 2025)

Myrella Thomas, et al. v. ACES 2020 I, LLC, et al., Alameda County Sup. Ct. Case No. 24CV061880 (Hon. Somnath Raj Chatterjee) (November 4, 2025)

Renee Davin, et al. v. Rock Basin LLC, San Diego County Sup. Ct. Case No. 37-2023-00038275-CU-OE-CTL (Hon. Wendy M. Behan) (October 31, 2025)

Anton Louis Thompson v. Career Systems Development Corporation, et al., Sacramento County Sup. Ct. Case No. 24CV009265 (Hon. Jill H. Talley) (October 28, 2025)

Victor Fragosa, et al. v. Sudberry Properties, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00010679-CU-OE-CTL (Hon. Matthew C. Braner) (October 24, 2025)

Irianny Ibarra v. Institutes of Health, LLC, et al., San Diego County Sup. Ct. Case No. 24CU008055C (Hon. Blaine K. Bowman) (October 10, 2025)

Martha Brito v. Ready America, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00016167-CU-OE-CTL (Hon. Wendy M. Behan) (October 2, 2025)

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Ashley Garcia v. Coastal Clinical & Management Services, Inc. et al., San Diego County Sup. Ct. Case No. 37-2024-00016933-CU-OE-CTL (Hon. Wendy M. Behan) (August 22, 2025)

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Shamonique Lashawn Malone-Boyd v. NuCO2 Management LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00043224-CU-OE-CTL (Hon. Katherine A. Bacal) (August 8, 2025)

Maria Ramirez Tapia v. NakedMD Inc., San Diego County Sup. Ct. Case No. 24CL003956C (Hon. Loren Freestone) (August 7, 2025)

Sierra Pullum v. Arizona Leather Company, Inc., San Diego County Sup. Ct. Case No. 37-2023-00038544-CU-OE-CTL (Hon. Wendy M. Behan) (August 1, 2025)

Keri Park v. EcoATM, LLC, San Diego County Sup. Ct. Case No. 37-2023-00021318-CU-OE-CTL (Hon. Wendy M. Behan) (August 1, 2025)

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Joseph Lagasse v. Alta Pest Control LLC, King County Sup. Ct. Case No. 24-2-10137-3 SEA (Hon. Kristin Ballinger) (July 18, 2025)

Michael Bradley v. The Crack Shack Enterprises, LLC et al., San Diego County Sup. Ct. Case No. 24CL000768C (Hon. Blaine K. Bowman) (July 16, 2025)

Troy Long, et al. v. Vicar Operating Inc., San Diego County Sup. Ct. Case No. 37-2023-00031023-CU-OE-CTL (Hon. Wendy M. Behan) (July 11, 2025)

Noa Olvera v. American Recycling International Inc., San Diego County Sup. Ct. Case No. 37-2024-00027297-CU-OE-CTL (Hon. Joel R. Wohlfeil) (July 11, 2025)

Alejandra Gamino v. Nishiki Diner USA, Inc., et al., San Diego County Sup. Ct. Case No. 24CU000269C (Hon. Marcella O. McLaughlin) (June 26, 2025)

Paul Shelford v. Atlantic Aviation FBO Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00033584-CU-OE-CTL (Hon. Carolyn Caietti) (May 23, 2025)

Nathaneal Taylor, et al. v. Hallcon Corporation, et al., San Diego County Sup. Ct. Case No. 37-2023-00021029-CU-OE-CTL (Hon. Carolyn Caietti) (May 23, 2025)

Katherine Wishnick v. Big Daddy's Oil 22, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00001414-CU-OE-CTL (Hon. Judy S. Bae) (May 23, 2025)

Natalie DiTerlizzi v. V Shred, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00023334-CU-OE-CTL (Hon. Marcella O. McLaughlin) (May 16, 2025)

Yvonne Gonzalez, et al. v. West Marine Products, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00017462-CU-OE-CTL (Hon. Blaine K. Bowman) (May 9, 2025)

Kandace Battle, et al. v. California Clinic Management, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00039498-CU-OE-CTL (Hon. Loren G. Freestone) (May 9, 2025)

Rosa Yareli Figueroa v. Biolife Plasma Services L.P., et al., San Diego County Sup. Ct. Case No. 37-2023-00032681-CU-OE-CTL (Hon. Katherine Bacal) (May 2, 2025)

Jailene Martinez v. Soapy Joe's Group, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00053126-CU-OE-CTL (Hon. Gregory W. Pollack) (April 18, 2025)

Sepher Flores, et al. v. U Gym, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-000539848-CU-OE-CTL (Hon. Joel R. Wohlfeil) (April 18, 2025)

Nataly Gomez v. Pie Venture, LLC, et al., San Diego County Sup. Ct. Case No. 37-2022-00002648-CU-OE-CTL (Hon. Gregory W. Pollack) (April 18, 2025)

Kody Hornburg, et al. v. Pacifica Companies, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00002433-CU-OE-CTL (Hon. Wendy H. Behan) (April 17, 2025)

Raul Gonzalez v. Simon Management Associates, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00036919-CU-OE-CTL (Hon. James A. Mangione) (March 21, 2025)

Caitlin Ortiz v. AssuredPartners of California Insurance Services LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00043182-CU-OE-CTL (Hon. James A. Mangione) (March 21, 2025)

Erica Jones v. Bay City Equipment Industries, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00046654-CU-OE-CTL (Hon. Marcella O. McLaughlin) (March 14, 2025)

Trevor Morton v. Associated Microbreweries, LTD., dba Karl Strauss Brewing Company, et al., San Diego County Sup. Ct. Case No. 2020-00016542-CU-OE-CTL (Hon. Katherine Bacal) (February 24, 2025)

Michael Del Toro v. Abzena (San Diego) Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00017443-CU-OE-CTL (Hon. Joel R. Wohlfeil) (February 20, 2025)

Albert Federico v. A.S.I. Hastings, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00012941-CU-OE-CTL (Hon. Michael T. Smyth) (February 10, 2025)

Cesar Flores v. NextEra Energy Operating Services, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00034497-CU-OE-CTL (Hon. Richard S. Whitney) (February 7, 2025)

Brook Freeze v. MHX, LLC, et al., San Bernardino County Sup. Ct. Case No. CIVSB2205903 (Hon. Christian Towns) (February 6, 2025)

Lisset Tredo v. Ademco Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00027207-CU-OE-CTL (Hon. Carolyn Caietti) (January 31, 2025)

Mariana Robles v. Louis Vuitton USA, Inc., et al., San Diego County Sup. Ct. Case No. 37-2022-00042954-CU-OE-CTL (Hon. Robert Longstreth) (January 29, 2025)

Irving Williams v. Trident Maritime Systems, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00021186-CU-OE-CTL (Hon. Marcella O. McLaughlin) (January 10, 2025)

Janeth Robledo v. Global Equity Finance Inc., et al., San Diego County Sup. Ct. Case No. 37-2022-00023181-CU-OE-CTL (Hon. Michael T. Smyth) (January 10, 2025)

Alexa Basnar v. Desert Ventures EWC1, LLC, et al., San Bernardino County Sup. Ct. Case No. CIVSB2307814 (Hon. Christian Towns) (January 6, 2025)

Jaime De La O v. Scout Distribution LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00030227-CU-OE-CTL (Hon. Carolyn M. Caietti) (December 20, 2024)

Hannah Lightfoot v. Dispatchhealth Management, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00031018-CU-OE-CTL (Hon. Blaine K. Bowman) (November 22, 2024)

Carlos Lira v. Anheuser-Busch, LLC, San Diego County Sup. Ct. Case No. 37-2023-00038074-CU-OE-CTL (Hon. Matthew C. Braner) (November 18, 2024)

Raquel Felix v. Innovative Emergency Management, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00012142-CU-OE-CTL (Hon. Matthew C. Braner) (October 25, 2024)

Ricardo Flores v. Skaggs Mission Support Specialists, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00051810-CU-OE-CTL (Hon. Matthew C. Braner) (October 25, 2024)

Ashley Nunez Estrada v. Baxter Hotel Group, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00052417-CU-OE-CTL (Hon. Katherine A. Bacal) (October 16, 2024)

Phuong Tran, et al. v. Johnson Matthey, Inc., San Diego County Sup. Ct. Case No. 37-2023-00029095-CU-OE-CTL (Hon. Richard S. Whitney) (October 4, 2024)

Caitlin Raymond v. Alphatec Spine, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00012914-CU-OE-CTL (Hon. Joel Wohlfeil) (October 4, 2024)

Jessica Hayward v. Aztec Shops, LTD., et al., San Diego County Sup. Ct. Case No. 37-2023-00007756-CU-OE-CTL (Hon. Carolyn Caietti) (September 26, 2024)

Ralph Shakespeare v. Iron Wall Security, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00006539-CU-OE-CTL (Hon. Loren G. Freestone) (September 26, 2024)

Michael Gibbs v. ASA Carlton, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00007130-CU-OE-CTL (Hon. Richard S. Whitney) (September 23, 2024)

Eloy Herrera v. Calpine Operating Services Company, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00007065-CU-OE-CTL (Hon. Blaine K. Bowman) (September 20, 2024)

Robert Bennett v. Patriot Environmental Services Inc., et al., San Diego County Sup. Ct. Case No. 37-2022-00044044-CU-OE-CTL (Hon. Matthew C. Braner) (September 13, 2024)

Aramburo v. Jacksons Food Stores, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00009655-CU-OE-CTL (Hon. Marcella O. McLaughlin) (September 10, 2024)

Dustin Evers v. LZB Retail, Inc., D/B/A La-Z-Boy, et al., San Diego County Sup. Ct. Case No. 37-2021-00047960-CU-OE-CTL (Hon. James A. Mangione) (September 5, 2024)

Semira Trujillo v. FFC San Diego, LLC, et al., San Diego County Sup. Ct. Case No. 37-2022-00046517-CU-OE-CTL (Hon. Carolyn Caietti) (September 5, 2024)

Anthony Davide v. SFFIT Ventures LLC, et al., San Diego County Sup. Ct. Case No. 37-2022-00036078-CU-OE-CTL (Hon. Michael T. Smyth) (August 23, 2024)

Isaiah Harris v. Austal USA LLC, San Diego County Sup. Ct. Case No. 37-2023-00034540-CU-OE-CTL (Hon. James A Mangione) (August 2, 2024)

Raggy Sarkis v. Glory Global Solutions, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00021170-CU-OE-CTL (Hon. Richard S. Whitney) (August 2, 2024)

Roberto Mendez v. Deployed Services, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00036201-CU-OE-CTL (Hon. Blaine K. Bowman) (July 12, 2024)

Kevin Dougan v. Centerplate Inc., et al., San Diego County Sup. Ct. Case No. 37-2022-00040792-CU-OE-CTL (Hon. Carolyn M. Caietti) (June 28, 2024)

Jennifer Andrade v. Sombrero Cor, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00043518-CU-OE-CTL (Hon. Richard S. Whitney) (June 26, 2024)

Juan Weason v. Plastic Express, et al., San Diego County Sup. Ct. Case No. 37-2022-00022203-CU-OE-CTL (Hon. Richard S. Whitney) (June 24, 2024)

Jerardo Villa v. Investment Concepts, Inc., Ventura County Sup. Ct. Case No. 56-2022-00572556-CU-OE-VTA (Hon. Henry Walsh) (June 20, 2024)

Manuel Fernandez v. VLS Environmental Solutions, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00021038-CU-OE-CTL (Hon. Richard S. Whitney) (June 7, 2024)

Desiree Berry v. TD Ameritrade, Inc., et al., San Diego County Sup. Ct. Case No. 37-2022-00004165-CU-OE-CTL (Hon. Blaine K. Bowman) (June 7, 2024)

Jacob Becerra v. Michael Kors Stores (California), LLC, et al., San Diego County Sup. Ct. Case No. 37-2022-00021768-CU-OE-CTL (Hon. Wendy M. Behan) (May 29, 2024)

Whitney Begle v. R.W. Selby & Co., Inc., San Diego County Sup. Ct. Case No. 37-2022-00017612-CU-OE-CTL (Hon. Richard S. Whitney) (May 10, 2024)

Charlie McElhanon v. McLane/SunEast, Inc., San Bernardino County Sup. Ct. Case No. CIVSB2214190 (Hon. Joseph T. Ortiz) (May 16, 2024)

Roberto Hernandez v. All One God Faith, Inc. d/b/a Dr. Bronner's Magic Soap, San Diego County Sup. Ct. Case No. 37-2023-00008069-CU-OE-CTL (Hon. Blaine K. Bowman) (May 10, 2024)

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Gabriel Lafarga v. G.I. Trucking Company d/b/a Estes West, et al., San Diego County Sup. Ct. Case No. 37-2022-00028993-CU-OE-CTL (Hon. Gregory W. Pollack) (March 15, 2024)

Madelynn Black v. EWC East Bay, Inc., San Diego County Sup. Ct. Case No. 37-2022-00009708-CU-OE-CTL (Hon. Kenneth J. Medel) (March 12, 2024)

Seth Chance v. Colonna's Shipyard Incorporated, San Diego County Sup. Ct. Case No. 37-2022-00018968-CU-OE-CTL (Hon. Gregory W. Pollack) (March 8, 2024)

Samuel Medina v. Prime Residential, San Diego County Sup. Ct. Case No. 37-2023-00047293-CU-OE-CTL (Hon. Katherine Bacal) (February 26, 2024)

Isle Robles v. Anzar Enterprises Inc., San Diego County Sup. Ct. Case No. 37-2021-00052808-CU-OE-CTL (Hon. Richard S. Whitney) (February 22, 2024)

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Ohler v. Cluckin Inc. et al., San Diego County Sup. Ct. Case No. 37-2021-00053292-CU-OE-CTL (Hon. Katherine Bacal) (December 1, 2023)

Cardenas v. Under Armour Retail, Inc., San Diego County Sup. Ct. Case No. 37-2022-00026843-CU-OE-CTL (Hon. Kenneth J. Medel) (November 30, 2023)

Caro-Santiago et al. v. Southwest Key Program, San Diego County Sup. Ct. Case No. 37-2022-00021991-CU-OE-CTL (Hon. Marcella O. McLaughlin) (November 17, 2023)

Nguyen v. TriLink Biotechnologies, LLC, San Diego County Sup. Ct. Case No. 37-2022-00019578-CU-OE-CTL (Hon. Marcella O. McLaughlin) (November 2, 2023)

Sanz et al. v. Sterling Jewelers, Inc. et al., San Diego County Sup. Ct. Case No. 37-2022-00015148-CU-OE-CTL (Hon. Gregory Pollack) (October 13, 2023)

Perez v. The GEO Group, Inc. et al., San Diego County Sup. Ct. Case No. 37-2022-0000067-CU-OE-CTL (Hon. Joel R. Wohlfeil) (October 6, 2023)

Reyes v. Parkside Lending, LLC, San Diego County Sup. Ct. Case No. 37-2022-00022628-CU-OE-CTL (Hon. Joel R. Wohlfeil) (June 12, 2023)

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Garcia v. STG International, Inc., U.S. Dist. Ct., S.D. Cal. No. 20-CV-1701-AJB (Hon. Anthony J. Battaglia) (April 13, 2023)

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