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Superior Court of California,
County of Tulare
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6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF TULARE**

9 MIGUEL MENDOZA, as an individual, and on
10 behalf of all others similarly situated,

11 Plaintiff,

12 vs.

13 VALMETAL TULARE, INC., a California
14 corporation; and DOES 1 through 100, inclusive,

15 Defendant.

Case No.: VCU315822

[Assigned for All Purposed to:
Hon. Gary M Johnson, Dept. 07]

**DECLARATION OF DANIEL J.
BROWN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
SETTLEMENT**

Date: September 29, 2025
Time: 8:30 a.m.
Dept.: 7

Complaint Filed: December 6, 2024
FAC Filed: March 10, 2025
Trial Date: None Set

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I, DANIEL J. BROWN, declare as follows:

1. I am the principal of the law firm of Stansbury Brown Law, and counsel for the named plaintiff Miguel Mendoza (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2015 graduate of UCLA School of Law. I was admitted to the California State Bar in December 2015 after passing the bar exam on my first attempt. Since that time, I have practiced exclusively in the area of employment litigation. From December 2015 to June 2017, I worked for the law firm Rastegar Law Group, APC, an employment litigation firm in Torrance, California. The vast majority of my work at Rastegar Law Group, APC, focused on representing employees in wage and hour class actions. I was also the lead attorney on individual claims for wrongful termination, harassment, discrimination, and retaliation. While non-exhaustive, the type of work I performed included: conducting client intakes, performing pre-filing research and analysis, drafting complaints, attending court hearings, corresponding with opposing counsel, drafting and responding to written discovery, preparing for and taking and defending depositions, analyzing payroll and timekeeping records and employee handbooks, drafting and opposing motions for remand, demurrers and motions to dismiss, motions to compel, drafting mediation briefs, attending mediations, drafting long-form settlement agreements, drafting motions for preliminary and final settlement approval, and overseeing the claims and/or opt-out processes.

3. In June 2017, I voluntarily resigned from the Rastegar Law Group, APC, in order to accept a position with the Haines Law Group, APC, an employment litigation firm specializing in employment class action litigation. During my employment at the Haines Law Group, APC, I played a significant role in the class actions that I was staffed on. In particular, I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting oppositions to demurrers, motions to strike and/or dismiss; remanding actions back to state court

1 from federal court; drafting and responding to written discovery; drafting and opposing discovery
2 related motions; arguing discovery related motions; interviewing putative class members and
3 obtaining declarations in connection with class certification; drafting motions for class
4 certification; conducting exposure analyses to assess the strengths and weaknesses of asserted
5 claims, the likelihood of prevailing at class certification and potential damages resulting from
6 such claims; drafting mediation briefs; serving as the primary contact for opposing counsel;
7 deposing corporate witnesses and putative class members; and defending the depositions of
8 named plaintiffs. In short, I played an integral role in all aspects of litigation from the inception
9 of a matter through and beyond class certification.

10 4. In June 2019, I started my own law firm, Stansbury Brown Law, focusing almost
11 exclusively on employment litigation. Currently, over eighty-five percent (85%) of my practice
12 is dedicated exclusively to the prosecution of wage and hour class actions, and I am currently
13 responsible for prosecuting over thirty (30) wage and hour class actions. The following is a non-
14 exhaustive list of wage and hour class actions in which I have played a significant role in
15 prosecuting the litigation, which have received final approval: *Spinks v. Suja Life, LLC.*, Case No.
16 37-2014-00036496-CU-OE-CTL, California Superior Court, County of San Diego, Judge
17 Richard E.L. Strauss presiding (approved as class counsel in wage and hour class action on behalf
18 of non-exempt employees of a juice manufacture involving claims for unpaid wages, meal and
19 rest period violations, and other claims); *Galvan v. Amvac Chemical Corporation*, Case No. 30-
20 2014-00716103-CU-OE-CXC, California Superior Court, County of Orange, Judge William D.
21 Cluster presiding (granted final approval of settlement on behalf of non-exempt employees of a
22 chemical manufacturing company involving claims for unpaid overtime and waiting time
23 penalties); *Blank v. Coty, Inc., et al.*, Case No. BC624850, California Superior Court, County of
24 Los Angeles, Judge William F. Highberger presiding (granting final approval of a class of
25 employees of a beauty products manufacturer involving claims for unpaid overtime, meal period
26 violations, and wage statement violations); *Lira v. Discus Dental, LLC, et al.*, Case No.
27 CIVDS1620402, California Superior Court, County of San Bernardino, Judge David Cohn
28 presiding (approved as class counsel in a wage and hour class action on behalf of non-exempt

1 employees of a manufacturer of dental products involving claims for unpaid overtime, minimum
2 wage violations, meal period violations, wage statement and waiting time penalties); *Nieto v.*
3 *Emtek Products, Inc.* Case No. BC652704, California Superior Court, County of Los Angeles,
4 Judge Shepard Wiley, Jr. presiding (approved as class counsel in a wage and hour class action on
5 behalf of non-exempt employees of a manufacturer of door hardware involving claims for meal
6 and rest period violations, and for waiting time, wage statement, and for penalties pursuant to the
7 Private Attorneys General Act (“PAGA”)); *Frank Gonzalez III v. Prime Communications*, Case
8 No. BC702262, California Superior Court, Judge Kenneth R. Freeman presiding (granting final
9 approval to a wage and hour class action on behalf of non-exempt employees against a cell phone
10 provider for meal and rest period violations, off-the-clock violations, and for derivative penalties);
11 *Fierro v. Universal City Studios LLC*, Case No. BC642460, California Superior Court, County of
12 Los Angeles, Judge Maren E. Nelson presiding (granting final approval of a wage and hour class
13 action on behalf of current and former non-exempt employees against an amusement park
14 involving claims for meal and rest period violations, failure to indemnify, failure to pay all
15 minimum and overtime wages, and for waiting time, wage statement, and PAGA penalties);
16 *Stephen et al. v. PSC Industrial Outsourcing, LP*, Case No. BC10752, California Superior Court,
17 County of Los Angeles, Judge Shepard Wiley Jr. presiding (granting final approval in and wage
18 and hour class action on behalf of current and former non-exempt employees of an industrial
19 cleaning company for meal and rest period violations, unpaid wages, failure to reimburse business
20 expenses, and waiting time, wage statement, and PAGA penalties); *Duran v. Prada USA Corp.*,
21 Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson
22 presiding (approved as class counsel in a wage and hour class action on behalf of current and
23 former employees of a clothing store involving claims for unlawful claw back of earned
24 commissions, meal and rest period violations, failure to reimburse necessary business expenses,
25 and derivate claims for penalties); *Honorato Lopez v. Moon Valley Nursey, Inc.*, Case No.
26 BC668161, California Superior Court, Los Angeles County, Judge John Shepard Wiley, Jr.
27 (approved as class counsel in a wage and hour class action on behalf of current and former
28 employees of a commercial nursery involving claims for failure to pay for all hours worked,

1 automatically deducting work time for meal periods regardless if taken, rest period violations,
2 and derivate claims for penalties); *Alfaro v. Orange Automotive d/b/a Kia of Orange*, Case No,
3 30-2017-00945105-CU-OE-CXC, California Superior Court, County of Orange, Judge Randall
4 J. Sherman presiding (approved as class counsel in a wage and hour class action on behalf of
5 current and former employees of a car dealership involving claims for minimum wage violations,
6 meal and rest period violations, failure to reimburse business expenses, wage statement violations,
7 waiting time penalties, and PAGA penalties); *Lemus v. Promenade Imports, LLC*, California
8 Superior Court, County of Orange, Judge William Claster presiding (granting final approval in a
9 wage and hour class action on behalf of current and former non-exempt employees of a car
10 dealership involving claims for minimum wage violations, meal and rest period violations, failure
11 to reimburse business expenses, and claims for derivative penalties); *Garcia v. Fabrica*
12 *International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court,
13 County of Orange, Judge William Claster presiding (approved as class counsel in a wage and
14 hour class action on behalf of current and former non-exempt employees of a high-end residential
15 carpets and custom rugs company involving claims for meal and rest period violations, regular
16 rate miscalculation, unlawful rounding policy, and claims for derivative penalties); *Vazquez, et*
17 *al. v. Kraft Heinz Foods Company*, Case No. 16-CV-02749-WGH (AGS), United States District
18 Court, Southern District of California, Honorable William Q. Hayes presiding (certifying
19 subclasses of employees for meal period violations, failure to pay for all hours worked, and a
20 derivate waiting time class); *Perez v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905,
21 California Superior Court, County of Riverside, Judge Craig G. Reimer presiding (granting final
22 approval of a wage and hour class action on behalf of current and former non-exempt employees
23 of a car dealership involving claims for minimum wage violations, failure to pay all overtime
24 wages, meal period violations, rest period violations, wage statement violations, and civil
25 penalties under the PAGA); *Gonzalez v. Lacey Milling Company*, Case No. 19C-0361, California
26 Superior Court, County of Kings, Judge Kathy Cuiffini presiding (approved as class counsel in a
27 wage and hour class action on behalf of current and former non-exempt employees of flour
28 packing company involving claims for meal and rest period violations, unlawful rounding policy,

1 and claims for derivate penalties); *Manuel Alberto Alvino v. Family Ranch, Inc. et al.*, Case No.
2 19CECG04356, California Superior Court, County of Fresno, Honorable Kristi Culver Kapetan
3 presiding (PAGA only approving a wage and hour PAGA only settlement on behalf of current
4 and former agricultural workers involving claims of unpaid non-productive and rest and recovery
5 time, meal and rest period violations, facially deficient wage statements, and waiting time
6 violations); *Massey v. Louidar*, Case No. RIC1905130, California Superior Court, County of
7 Riverside, Honorable Sunshine Sykes, presiding (approved as class counsel in a wage and hour
8 class action on behalf of current and former non-exempt employees of a restaurant involving
9 claims for minimum wage and overtime violations, meal and rest period violations, and claims
10 for derivative penalties); *Jesse Alvarez v. Associa Developer Services, Inc., et al.*, Case No.
11 RIC1905170, California Superior Court, County of Riverside, Honorable Sunshine S. Sykes
12 presiding (approved as class counsel in a wage and hour class action on behalf of current and
13 former non-exempt employees of a property management company involving claims off-the-
14 clock work, unpaid overtime, on-duty meal and rest periods, and claims for derivative penalties);
15 *Saul Tamayo Diaz v. Antonini Bros.*, Case No. STK-CV-UOE-2020-0000823, California Superior
16 Court, County of San Joaquin, Honorable George J. Abdallah presiding (approved as class
17 counsel in a wage and hour case on behalf of current and former non-exempt truck drivers for
18 unpaid minimum wages, meal and rest period violations, and derivative wage statement, waiting
19 time, and PAGA civil penalties); *Manuel Alberto Alvino v. Aguayo Contracting, Inc.*, Case No.
20 VCU281300, Superior Court of California, County of Tulare, Honorable David C. Mathias,
21 presiding (approved as class counsel in a wage and hour class action on behalf of current and
22 former agricultural workers for unpaid wages, meal and rest period violations, and derivate
23 penalties); *Nazario Martinez v. JNM Contracting, Inc., et al.*, Case No. VCU282822, Superior
24 Court of California, County of Tulare, Honorable Nathan D. Id presiding (approved as class
25 counsel in a wage and hour class and representative action on behalf of current and former non-
26 exempt agricultural workers for unpaid wages, meal and rest period violations, and derivate
27 penalties); *Gabriel Valles v. Fresno Fab-Tech, Inc.*, Case No. 19CECG04218, Superior Court of
28 California, County of Fresno, Honorable D. Tyler Tharpe presiding (approved as class counsel in

1 a wage and hour class action on behalf of metal fabricators for unpaid wages, meal and rest period
2 violations, and associated penalties); *Maria E. Herrera De Quilo v. Yergat Packing Company,*
3 *Inc.*, Case No. MCV085367, Superior Court of California, County of Madera, Honorable Michael
4 J. Jurkovich presiding (approved as class counsel in a wage and hour class action on behalf of
5 current and former agricultural workers for unpaid wages, meal violations, and derivative
6 penalties); *Juan Olivares v. Brickley Construction Company, Inc.*, Case No. CIVSB2025107,
7 Superior Court of California, County of San Bernardino, Honorable David Cohn presiding
8 (approved as class counsel in wage and hour class action on behalf of construction workers for
9 off-the-clock violations, regular rate violations, meal and rest period violations and related
10 penalties); *Nora Ambris Cruz v. WMJ Farms, Incorporated*, Case No. VCU282915, Superior
11 Court of California, County of Tulare, Honorable David C. Mathias presiding (approved as class
12 counsel in a wage and hour class action on behalf of current and former agricultural workers for
13 unpaid wages, meal and rest period violations, and derivative penalties).

14 5. I have also been named a Southern California Super Lawyers' Rising Star in the
15 area of employment litigation four years in a row from 2019 to 2025.

16 6. I was also recognized by TopVerdict for being part of a team that secured one of
17 the top 50 labor and employment law settlements in California in 2019, 2022, and 2024. I am also
18 active in the California employment and consumer law community. I am a member of the
19 Consumer Attorneys Association of Los Angeles ("CAALA") and the California Employment
20 Lawyers Association ("CELA") for which I serve on the CELA Wage and Hour Committee. I
21 also participate in the CELA mentor program to provide mentorship and guidance to young
22 attorneys interested in employment law.

23 7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately
24 involved in every aspect of this case from its inception through the present, and I believe that the
25 proposed Settlement is a fair result for the Settlement Class.

26 8. Defendant Valmetal Tulare, Inc. ("Valmetal") is located in Tulare County,
27 engaged in the business of manufacturing manure handling and farm wastewater equipment.
28 Plaintiff, a welder, was employed by Valmetal beginning in approximately April of 2014. Like

1 other Class Members, Plaintiff was employed by Defendant as a non-exempt worker and was
2 compensated pursuant to Defendant’s compensation practices during the Class Period.

3 9. Plaintiff filed a complaint (“Complaint”) against Defendant on December 6, 2024,
4 in Tulare County Superior Court, Case No. VCU315822, which alleged causes of action for: (1)
5 minimum wage violations; (2) failure to pay all overtime wages; (3) wage statement violations;
6 (4) unfair competition; (5) failure to reimburse business necessary business expenses; (6) failure
7 to pay all agreed-upon wages includes bonus wages accrued; and (7) failure to provide
8 employment records. Plaintiff filed a First Amended Class and Representative Action Complaint
9 (“FAC”) on March 10, 2025, to add an additional cause of action for civil penalties under the
10 Private Attorneys General Act (“PAGA”) pursuant to Labor Code Sections 2698 *et seq.*, based
11 on claims asserted in the PAGA letter submitted to the LWDA on December 6, 2024, in Case
12 No. LWDA-CM-1065591-24. Pursuant to Paragraphs 1 and 6 of this Settlement Agreement and
13 as expressly negotiated during mediation, Plaintiff will file a Second Amended Class and
14 Representative Action Complaint (“SAC”) to allege additional causes of action for meal period
15 violations, rest period violations, and waiting time penalties. The Complaint, FAC, and proposed
16 SAC are referred to herein as the “Action.” The proposed SAC is the Operative Complaint for
17 settlement purposes. Attached hereto as **Exhibit B** is a true and correct copy of the SAC.

18 10. Prior to mediation, Plaintiff and Defendants (collectively “the Parties”) agreed to
19 exchange informal discovery. Defendant informally produced a random sample of time and pay
20 records for 30% of the putative class up until December 4, 2024, in advance of mediation.
21 Moreover, Defendant confirmed key class data points at the start of mediation. After the detailed
22 review of the payroll and time records and other documents produced by Defendants, I drew on
23 my extensive experience in similar cases to assess strengths and weaknesses of Plaintiff’s case.
24 This discovery allowed the Parties to assess the merits and value of Plaintiff’s claims and
25 Defendants’ defenses thereto, if a settlement could not be reached.

26 11. On June 3, 2025, after extensive research and analysis, including Class Counsel’s
27 detailed analysis of Defendants’ potential exposure with the help of their retained expert, a full-
28 day mediation was held with Mark C. Peters, Esq., a well-respected wage and hour class action

1 mediator. When I transmitted the time and pay data to my firm's hired expert, Lawrence W.
2 Beall, Esq., the Chief Analyst at AttorneyTalk, I requested that he confirm the date range of the
3 data provided, and extrapolate: (i) the size of the various subclasses in the operative complaint,
4 including for the four year class period, the three year waiting time class, and the 1 year PAGA
5 and wage statement class, (ii) the number of pay periods and shifts worked by the class, (iii) the
6 average rate of pay for the class, (iv) the number of shifts worked between 3.5 to 6.0 hours, 6.01
7 hours to 10.0 hours, 10.1 hours to 14.0 hours, and (v) the underpayment for OT, sick pay, and
8 premiums for failure to include shift differentials and productivity bonuses in the regular rate.
9 During mediation, the Parties vigorously debated their opposing legal positions, the likelihood
10 of certification of Plaintiff's claims, and the legal basis for the claims and defenses for the claims
11 alleged in the Lawsuit. The Parties were able to resolve the matter after a full day of mediation.
12 The Parties reached an agreement to resolve this dispute on a class and representative basis. *Id.*
13 The Parties subsequently worked diligently to negotiate and memorialize the terms on the long
14 form Settlement Agreement, which was signed by the Parties and is now presented to this Court
15 for preliminary approval. A true and correct copy of the Stipulation of Class and PAGA
16 Settlement ("Settlement" or "Settlement Agreement") is attached hereto as **Exhibit A**. The
17 proposed Class Notice Packet, composed of the Notice of Pendency of Class Action Settlement
18 ("Class Notice") is attached to hereto as **Exhibit C**.

19 12. Defense counsel represents that the Settlement Class consists of approximately
20 188 current and former employees. Although the Parties engaged in significant informal
21 discovery in advance of mediation, the Parties still had significant discovery to complete in
22 formal litigation had the matter not settled. This would have required expenditure of substantial
23 time and resources by both Parties that would have very likely spanned several years. Moreover,
24 even if Plaintiff was able to certify the classes, the Parties would incur considerably more attorney
25 fees and costs through a possible decertification motion, trial, and possible appeal. This
26 settlement avoids those risks and the accompanying expense.

27 13. The monetary terms of the Settlement are summarized below:

28 **Gross Settlement Amount ("GSA"):** **\$625,000.00**

1	Minus Court-approved attorneys' fees (35% of GSA):	\$218,750.00
2	Minus Court-approved, verified costs (up to):	\$15,000.00
3	Minus Court-approved Class Representative Service Award:	\$5,000.00
4	Minus Settlement Administrator costs:	\$6,990.00
5	Minus PAGA Penalties to LWDA:	\$13,000.00
6	Net Settlement Amount ("NSA"):	\$366,260.00

14. Plaintiff alleges that Defendant failed to maintain a written lawful meal period policy and in practice, systemically failed to authorize all meal periods. Specifically, Plaintiff alleges that Defendant did not always provide first meal periods and when it did, it only provided 10 to 15 minutes for meal periods. Moreover, Defendant did not record meal periods. A review of the Class time and pay records confirms that Defendant failed to always pay any meal period premium wages per Labor Code section 226.7. Moreover, when Defendant did pay meal period premiums it did not do so at the employees' regular rate of pay. Based on information provided by Defendant, there were approximately 80,655 shifts over 5.0 hours with a non-compliant meal period and Plaintiff therefore calculates Defendant's exposure on this claim as follows: \$2,147,842.00. (80,655 * \$26.63 average regular rate of pay.) In response to Plaintiff's allegations, Defendant maintains that Defendant always provided legally compliant meal periods to Class Members and maintained and enforced lawful *verbal* meal period policies which provide for timely meal periods. Defendant further argued that this claim would not be certified due to the lack of any common evidence tying together the reason that Class Members experienced a meal period violation. Defendant also argued, and Plaintiff concedes, that it did not need to record meal periods because operations ceased. As such, Defendant's argue that *Donohue* is inapplicable and that the claim could not be certified because there were no records to establish if any meal period violations actually occurred. Therefore, Plaintiff discounted the maximum amount that the Settlement Class could potentially recover for meal period violations by 65% for a risk of non-certification, and an additional 60% for a risk of losing on the merits, to arrive at an estimated exposure amount of \$300,698.00.

15. Plaintiff argues that Defendant failed to authorize duty free rest periods to the Class, including failing to pay for all rest and recovery time as required by Labor Code § 226.2.

1 Moreover, Defendant also failed to pay any rest period premium wages per Labor Code section
2 226.7. Plaintiff estimates a violation on every shift over 3.5 hours and therefore calculates
3 Defendant's exposure on this claim as follows: \$2,214,311.00 (83,151 shifts with a rest period
4 violation [assuming a violation on every shift over 3.5 hours] * \$26.63 average regular rate of
5 pay). However, Defendant contends that Defendant always authorized lawful rest periods and
6 maintained lawful *verbal* rest period policies. Defendant further argued that Plaintiff's rest period
7 claim is inherently unsuited for class treatment as there are no records of whether or not rest
8 periods were taken, therefore requiring an individualized inquiry into whether each class member
9 failed to take rest periods on each shift, which would devolve into an unmanageable series of
10 mini-trials. In light of these defenses, Plaintiff discounted the maximum amount for this claim
11 by 85% for risk of non-certification, and an additional 75% for a risk of being unsuccessful on
12 the merits, or having the maximum exposure reduced, to arrive at an estimated exposure of
13 \$83,036.00.

14 16. Throughout the Class Period, Valmetal enforced a timekeeping policy that
15 consistently favored the employer. Although employees clocked in to the minute, their time was
16 routinely rounded down to the nearest half-hour or hour. Under company policy, employees had
17 to be at their workstations at the start of their shift, requiring them to clock in early—time that
18 was typically rounded off and unpaid. Pay records further reveal that employees were
19 compensated only in half-hour or hour increments. Based on an analysis of the time and pay
20 records, Plaintiff calculated Valmetal's exposure on this claim as follows: 2,867.4 unpaid
21 *overtime* hours (given average shift length of 8.9 hours) * \$39.95 average overtime rate of pay =
22 \$114,552.0. However, Defendant contends its rounding practice was neutral, did not
23 disproportionately disadvantage its employees, and was lawful under In light of these defenses,
24 Plaintiff discounted the maximum amount for this claim by 25% for risk of non-certification, and
25 an additional 50% for a risk of being unsuccessful on the merits, or having the maximum exposure
26 reduced, to arrive at an estimated exposure of \$42,957.00. In addition to time rounding, Defendant
27 also failed to include the value of non-discretionary bonuses when calculating the regular rate of
28 pay and shift differentials, resulting in a systemic underpayment of overtime, premium payments,
and sick leave. Specifically, employees received quarterly production bonuses known as "Gains

1 Sharing” based on work performed throughout the entire quarter, but the value of these bonuses
2 was not included in the regular rate of pay for calculating overtime, sick pay, and other payments
3 that must be paid at the regular rate of pay. In addition, Defendant also paid Plaintiff and other
4 non-exempt employees hourly bonuses identified on wage statements as “Shift Diff” depending
5 on certificates they obtained and the type of work they performed but did not include the value of
6 those bonuses when calculating the regular rate of pay for sick pay and premium payments. Based
7 on information provided by Defendant, Plaintiff estimated that approximately 68% of pay periods
8 during the Class Period have unpaid overtime, double time, sick time, and premium payments
9 resulting in \$169,564.00 in unpaid wages and interest. However, Defendant contends that the
10 bonuses and shift differentials were entirely discretionary, and therefore need not be included in
11 any and all regular rate calculations, and further are too individualized to lend themselves to class
12 treatment, as not all class members received bonuses and shift differential payments. In light of
13 these defenses, Plaintiff discounted the maximum amount for this claim by 10% for risk of non-
14 certification, and an additional 30% for a risk of being unsuccessful on the merits, or having the
15 maximum exposure reduced, to arrive at an estimated exposure of \$106,825.00.

16 17. Plaintiff alleges that Defendant failed to reimburse its employees for necessary
17 business expenses such as tools and equipment. After Class Counsel’s investigation and
18 discussion with Class Members, Plaintiff estimated an average of \$1,153.00 in unreimbursed
19 expenses per employee during the applicable time period, as evidenced by deductions appearing
20 on wage statements. Accordingly, Plaintiff calculated Defendant’s maximum exposure on this
21 claim as follows: 188 employees during the applicable time period * \$1,153.00 = \$216,808.00.
22 However, this claim would likely present similar problems of individualized proof and raise
23 numerous individualized inquiries that Defendant argue would prohibit certification, including
24 that not all Class Members purchased tools and equipment , and that not all duties performed by
25 Class Members required tools and/or equipment. Moreover, as part of mediation, Defendant
26 produced bulk receipts for a number of items Plaintiff alleged were not reimbursed evidencing
27 that the items were provided to employees so that they did not need to purchase them. In light of
28 these defenses, Plaintiff discounted the maximum exposure by 40% for a risk of non-certification,
and an additional 35% for a risk of being unsuccessful on the merits, or having the amount of

1 non-reimbursed expense reduced, to arrive at an estimated exposure of \$84,555.00.

2 18. Plaintiff alleges Defendant’s wage statements were facially deficient by failing to
3 state the full legal name and address of the farm employer. Further, as a result of the alleged
4 unpaid wages and unpaid meal and rest period premium wages described above, Plaintiff alleges
5 that Defendant issued inaccurate wage statements in violation of Labor Code § 226. *Id.*; *see also*,
6 *Naranjo v. Spectrum Sec. Servs., Inc.* (2022) 13 Cal.5th 93 (holding that meal and rest period
7 premiums are wages triggering derivative penalties). Plaintiff calculated Defendant’s maximum
8 exposure for wage statement violations at \$274,000.00 (120 initial violations x \$50 for initial
9 penalty) + (2,680 subsequent violations x \$100 subsequent violation penalty). Based on
10 Defendants’ arguments that: (i) no violations occurred, (ii) any alleged violations were not
11 “knowing and intentional” as required by Labor Code § 226(e) pursuant to *Naranjo v. Spectrum*
12 *Security Services, Inc.* (2024) 15 Cal.5th 1056 (iii) no injury was suffered, and (iv) the decision
13 in *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308, which holds that there is no
14 wage statement violation when the wage statements accurately reflect the compensation received
15 by an employee, Plaintiff discounted this claim by 25% for risk of non-certification for failure to
16 certify the underlying claim and an additional 75% for failing to prevail on the merits, including
17 failing to establish the violations were “knowing and intentional” to arrive at an estimated
18 exposure of \$51,375.00.

19 19. Plaintiff alleges that Defendant is also liable for waiting time penalties as a result
20 of their failure to pay all wages and premiums owed. There are approximately 100 Class
21 Members who separated their employment with Defendant within the relevant time period. The
22 estimated average waiting time penalty per former employee was calculated at \$6,391.00 (\$26.63
23 average hourly rate of pay * 8 average number of hours per shift * 30 days), resulting in a total
24 maximum exposure of \$639,100.00 (100 former employees * \$6,391.00). To the extent that
25 Plaintiff’s waiting time penalty claim was derivative of his unpaid wage claims, Defendant argue
26 that not all former employees (if any) did, in fact, experience under payment of wages (and
27 therefore Plaintiff’s exposure was overstated). Defendant also contended that because they
28 possessed good-faith defenses to the underlying claims, any failure to pay wages was not
“willful” as a matter of law. As a result, Plaintiff discounted the maximum exposure by 45% to

1 account for the risk of non-certification of the claims upon which the waiting time penalties rely,
2 and an additional 75% for failing to prevail on the merits, including the inability to establish
3 willfulness, to arrive at an estimated exposure of \$87,876.00

4 20. Plaintiff also seeks civil penalties under the PAGA as a result of the foregoing
5 alleged Labor Code violations. The specific statutory violations upon which Plaintiff based the
6 claim under PAGA are including but not limited to: (i) Labor Code sections 204, 510, 558, 1194,
7 and 1198 for failing to pay all overtime wages owed; (ii) Labor Code sections 558, 1182.12,
8 1194, 1194.2, 1197, 1198, 221 - 223 for failing to pay all minimum wages owed; (iii) Labor Code
9 sections 226.7, 512, 558, and 1198 for meal period violations; (iv) Labor Code sections 226.7,
10 516, 558, and 1198 for rest period violations; (v) Labor Code section 226 for failing to provide
11 accurate, itemized wage statements; (vi) Labor Code sections 201 through 204 for failing to
12 timely pay all wages owed, including upon termination; (v) Labor Code §§ 233, 245.5, 246(b),
13 and 246.5 for failing to pay Plaintiff and other aggrieved employees accrued paid sick leave at
14 the regular rate of pay; and (vi) Labor Code § 2810.5 for failing to provide legally mandated
15 disclosures and/or written notices regarding the terms of employment of Plaintiff and other
16 aggrieved employees. Based on the violations addressed above, Plaintiff contends that Defendant
17 is liable for PAGA civil penalties for each of the 2,800 pay periods worked during the PAGA
18 period. *Id.* Accordingly, Plaintiff calculates Defendant's exposure at \$280,000.00 (2,800 pay
19 periods * \$100 for subsequent violation). However, Defendant asserted a number of credible
20 defenses to Plaintiff's claims. First, these penalties derive from the underlying wage and hour
21 violations discussed above, which Defendant vigorously disputed. Defendant further alleged that
22 none of the violations would be deemed knowing and intentional as there is no evidence to
23 suggesting Defendant intentionally violated the Labor Code and that Defendant's *verbal* policies
24 and procedures demonstrate that it acted in good faith in regard to paying the putative class
25 members all wages due. Moreover, Defendant asserts and provided evidence at mediation that
26 §2810.5 were provided to employees. For these reasons, Defendant argued the Court would
27 drastically reduce any award of PAGA penalties as "confiscatory." Therefore, Plaintiff
28 discounted the maximum PAGA exposure by 65% for risk of losing on the merits, and an
additional 65% to account for additional risks unique to the PAGA claim, including the

1 discretionary nature and the possibility of the Court reducing penalties, to arrive at an estimated
2 exposure of 34,300.00.

3 21. Throughout the Class Period, Valmetal enforced a timekeeping policy that
4 consistently favored the employer. Although employees clocked in to the minute, their time was
5 routinely rounded down to the nearest half-hour or hour. Under company policy, employees had
6 to be at their workstations at the start of their shift, requiring them to clock in early—time that
7 was typically rounded off and unpaid. Pay records further reveal that employees were
8 compensated only in half-hour or hour increments. Based on an analysis of the time and pay
9 records, Plaintiff calculated Valmetal’s exposure on this claim as follows: 2,867.4 unpaid
10 *overtime* hours (given average shift length of 8.9 hours) * \$39.95 average overtime rate of pay =
11 \$114,552.00. However, Defendant contends its rounding practice was neutral, did not
12 disproportionately disadvantage its employees, and was lawful under *See’s Candy Shops, Inc. v.*
13 *Superior Court* (2012) 210 Cal.App.4th 889. In light of these defenses, Plaintiff discounted the
14 maximum amount for this claim by 50% for risk of non-certification, and an additional 25% for
15 a risk of being unsuccessful on the merits, or having the maximum exposure reduced, to arrive
16 at an estimated exposure of \$42,957.00.

17 In addition to time rounding, Defendant also failed to include the value of non-
18 discretionary bonuses when calculating the regular rate of pay, resulting in a systemic
19 underpayment of wages to the putative class. In addition, Defendant also paid Plaintiff and other
20 non-exempt employees hourly bonuses identified on wage statements as “Shift Diff” depending
21 on certificates they obtained and the type of work they performed but did not include the value of
22 those bonuses when calculating the regular rate of pay for sick pay and premium payments.. Based
23 on information provided by Defendant, Plaintiff estimated that approximately 68% of pay periods
24 during the Class Period have unpaid overtime, double time, sick time, and premium payments
25 resulting in \$169,564.00 in unpaid wages and interest. Defendant contends that the bonuses and
26 shift differentials were entirely discretionary, and therefore need not be included in any and all
27 regular rate calculations, and further are too individualized to lend themselves to class treatment.
28 In light of these defenses, Plaintiff discounted the maximum amount for this claim by 50% for
risk of non-certification, and an additional 25% for a risk of being unsuccessful on the merits, or

1 having the maximum exposure reduced, to arrive at an estimated exposure of \$63,586.00.

2 22. Using these estimated figures for each of the claims described above, Plaintiff
3 predicted that the potential recovery for the Settlement Class would be approximately
4 \$791,622.00. The proposed settlement of \$625,000.00 therefore represents approximately 66%
5 of the reasonably forecasted recovery for the Settlement Class.

6 23. My firm will also apply for an attorneys' fees award of thirty-five percent (35%)
7 of the GSA, which is currently estimated to be \$218,750.00 and up to \$15,000.00 in verified
8 costs reimbursement. The requested fee is fair compensation for undertaking complex, risky,
9 expensive, and time-consuming litigation on a purely contingent fee basis. My efforts in this case
10 include conducting pre-filing investigation, legal research and analysis regarding the merits of
11 Plaintiff's claims, Plaintiff's ability to recover penalties under the PAGA, propounding informal
12 discovery, reviewing documents and data provided by Defendant prior to mediation, drafting and
13 filing Plaintiff's Complaint and LWDA notice letter, drafting and filing the FAC, drafting a
14 mediation brief, preparing for and attending mediation, drafting the long-form Settlement
15 Agreement and Notice Packet documents, reviewing and analyzing discovery, preparing the
16 motion for preliminary settlement approval and supporting declarations, and otherwise litigating
17 the case. Given the potential for adverse outcomes, the contingent risk borne by my firm was
18 great. The quality of my office's work, and the efficacy and dedication with which it was
19 performed, should be compensated. My previous experience in litigating wage and hour class
20 and representative actions also supports the reasonableness of the fee request. I am well-versed
21 in wage and hour class and representative action litigation. My experience in similar matters was
22 integral in evaluating the strengths and weaknesses of this case and the reasonableness of the
23 Settlement. I also expect to expend additional attorney time in attending the hearing on this
24 Motion, overseeing the notice process and fielding questions from Class Members, and filing the
25 motion for final approval. I spent over approximately 184 hours on this case. My former associate
26 Jessica Flores spent over approximately 41 hours on this case. Associate Kathleen Becket spent
27 approximately 12 hours on this case. In total my office has spent approximately 237 hours on
28 this case. The hours spent include:

Work Categories	Daniel Brown	Jessica Flores	Kathleen Becket
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1	1. Pre-filing investigation and intake	19.0	4.0	0.00
2	2. Case Review and Legal Research	26.0	10.0	0.00
3	3. Pleadings / Motions / Filings	28.0	16.0	12.0
4	4. Preparation and Attendance for Mediation including data review and drafting brief	44.0	0.0	0.00
5	5. Litigation Strategy & Communications	52.0	11.0	0.00
6	6. Settlement	15.0	0.0	0.00
7	TOTAL TIME	184.00	41.00	12.00
8	HOURLY RATE	\$839.00	\$948.00	\$581.00
9	LODESTAR	\$154,376.00	\$38,868.00	\$6,972.00
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12 24. My approximate hourly rate based on the widely used *Laffey* Matrix is

13 \$839 per hour. Attached hereto as **Exhibit D**, is a true and correct copy of the *Laffey* Matrix.

14 Class Counsel Jessica Flores’ reasonable hourly rate based on the widely used *Laffey* Matrix is

15 \$948 per hour. Class Counsel Kathleen Becket’s reasonable *Laffey* rate is \$581 per hour. All

16 attorneys involved have previously been approved at or above *Laffey* Matrix rates by numerous

17 California State Courts. California Courts have applied the *Laffey* Matrix with adjustments based

18 on “Locality Pay Tables” accounting for the location of Counsel’s office. *Syers Properties III,*

19 *Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on *Laffey* Matrix

20 with upward 9% rate adjustment from D.C. area compared to San Francisco Bay Area based on

21 Locality Pay Tables]. My office is located in Los Angeles County. The 2024 Locality Pay Tables

22 state a 2.58% difference for Los Angeles County over the D.C. area. [2024 Locality Pay Tables

23 available at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2024/LA.pdf)

24 [tables/pdf/2024/LA.pdf](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2024/LA.pdf) show +33.26 locality pay for Washington-Baltimore-Arlington, and

25 +35.84 locality pay for Los Angeles County]. While these cases suggest an hourly rate for my

26 firm above the *Laffey* rate, we are only requesting the *Laffey* rate here. I strongly believe that my

27 rate and the rates of the attorneys in my firm reflect the market rate for attorneys with comparable

28 experience, knowledge and skill. Moreover, described below is a non-exhaustive list of cases in

1 which my firm's hourly rate has been approved at or above the applicable *Laffey* Matrix hourly
2 rate at the time of the issuance of the order granting attorneys' fees:

- 3 a. *Eliseo Ochoa v. Vieira Agricultural Enterprises, LLC*, Case No. 21CV-02299,
4 California Superior Court County of Merced, Judge Brian L. McCabe presiding,
5 granting final approval of class action settlement ("*Ochoa* Matter"). In the *Ochoa*
6 Matter the court granted an attorney fee award in an amount constituting 35% of
7 the maximum settlement amount, representing a 2.46 multiplier, in part on reliance
8 of my firm's use of the *Laffey* Matrix to justify a lodestar hourly rate.
- 9 b. *Gabriel Valles v. Fresno Fab-Tech, Inc.*, Case No. 19CECG04218, Superior Court
10 of California, County of Fresno, Honorable D. Tyler Tharpe presiding, granting
11 final approval of class action settlement ("*Valles* Matter"). In the *Valles* Matter,
12 the court awarded my firm attorney fees in part on reliance of my firm's use of the
13 *Laffey* Matrix to justify the lodestar hourly rate.
- 14 c. *Manuel Alberto Alvino v. Family Ranch, Inc. et al.*, Case No. 19CECG04356,
15 California Superior Court, County of Fresno, Honorable Kristi Culver Kapetan
16 presiding, granting final approval of class action settlement ("*FR* Matter"). In the
17 *FR* Matter, the Fresno Court awarded my firm attorney fees in part on reliance of
18 my firm's use of the *Laffey* Matrix to justify the lodestar hourly rate.
- 19 d. *Ralph Lopez v. BHJ USA, LLC*, Case No. 21C-0402, California Superior Court
20 County of Kings, Judge Randy Edwards presiding, granting final approval of class
21 action settlement ("*Lopez* Matter"). In the *Lopez* Matter, the Kings County Court
22 awarded my firm attorney fees in part on reliance of my firm's use of the *Laffey*
23 Matrix to justify the lodestar hourly rate.
- 24 e. *Nora Ambris Cruz v. WMJ Farms, Incorporated*, Case No. VCU282915, Superior
25 Court of California, County of Tulare, Honorable David C. Mathias presiding,
26 granting final approval of class action settlement ("*Ambris* Matter"). In the *Ambris*
27 Matter the court granted an attorney fee award in part on reliance of my firm's use
28 of the *Laffey* Matrix to justify a lodestar hourly rate.

- 1 f. *Juvenal Gaona Vargas v. Cal-Citrus Labor Service, Inc.*, Case No. VCU282013,
2 Superior Court of the County of Tulare, Honorable Nathan D. Ide presiding,
3 granting final approval of class action settlement (“*Gaona Vargas Matter*”). In the
4 *Gaona Vargas Matter* the court granted an attorney fee award in part on reliance
5 of my firm’s use of the *Laffey* Matrix to justify a lodestar hourly rate.
- 6 g. *Celerino Fernandez v. Renova Home Improvements*, Case No. 21CV-02300,
7 Superior Court of the State of California, County of Merced, Honorable Brian L.
8 McCabe presiding, granted an attorney fee award based on Ms. Flores’ hourly rate
9 of \$829 as part of a motion to enforce a settlement agreement.
- 10 h. *Manuel Alberto Alvino v. Aguayo Contracting, Inc., et al.*, Case No. VCU281300,
11 Superior Court of the State of California, County of Tulare, Honorable David C.
12 Mathias presiding, granting final approval of class action settlement (“*Aguayo*
13 *Matter*”). In the *Aguayo Matter*, the court granted an attorney fee award in part on
14 reliance of my firm’s use of the *Laffey* matrix to justify a lodestar hourly rate.
- 15 i. *Maria Chavarin De Gamez v. California Fruit Basket, Inc., et al.*, Case No.
16 20CECG02531, Superior Court of California, County of Fresno, Honorable
17 Jeffrey Y. Hamilton, Jr. presiding, granting final approval of class action
18 settlement (“*Chavarin Matter*”). In the *Chavarin Matter*, the court approved my
19 blended hourly rate of \$609 per hour reflecting a higher hourly rate than my rate
20 at the time according to the *Laffey* Matrix. My blended rate included my then-
21 regular hourly rate of \$750 per hour, which I charged fee paying clients, and my
22 then-hourly rate based on the *Laffey* Matrix.

23 25. Therefore, my firm has a lodestar of approximately \$200,216.00 which results in
24 less than a 1.1 multiplier to the \$218,750.00 fee requested. Moreover, I expect to spend
25 substantially more time on this matter after preliminary approval facilitating the notice process,
26 answering class member’s questions, drafting the final approval moving papers, and attending
27 hearings, so that at final approval, my firm will actually have a negative lodestar when compared
28 to the fee request. To date, my firm has incurred approximately \$14,069.41 in litigation costs

1 without receiving any compensation to date. Attached hereto as **Exhibit E** is a true and correct
2 copy of my firm’s itemized costs to date. As part of Plaintiff’s motion for final approval, my firm
3 will request only the reimbursement of costs reasonably incurred supported by declaration with
4 an itemized cost sheet. The costs Plaintiff seeks are the types of costs routinely approved by
5 courts.

6 26. Plaintiff will seek a Class Representative Service Award of \$5,000, and I believe
7 this Service Award is reasonable given Plaintiff’s effort in this case and the risks he undertook
8 on behalf of the Settlement Class, including the risk that he could be held liable for Defendants’
9 costs if this case was unsuccessful. Plaintiff, is a long-term employee of Defendant. As such, the
10 risk he faced bringing forth this lawsuit to vindicate the rights of other non-exempt employees
11 was especially prevalent as he has been out of the job market for some time, and has seniority in
12 his current position. Plaintiff was integral in the prosecution of this action, by, among other
13 things, providing substantial factual information and documents to my office, attending multiple
14 telephonic meetings to discuss the claims and theories at issue in the litigation, and otherwise
15 actively participating in the prosecution of her claims. Moreover, he provided wage statements
16 prior to filing the lawsuit, which allowed my office to determine liability early on in this litigation
17 without the need to propound formal discovery which helped this case settle at a relatively early
18 posture.

19 27. My office submitted the proposed Settlement to the Labor and Workforce
20 Development Agency (“LWDA”). Attached hereto as **Exhibit F** is a true and correct email
21 confirmation of my submission of the Settlement to the LWDA.

22 28. My office has agreed with Perez, Williams, Medina & Rodriguez LLP that the
23 attorney’s fees in this case will be shared as follows: Twenty-five percent (25%) to Perez,
24 Williams, Medina & Rodriguez LLP; and Seventy-five percent (75%) to Stansbury Brown Law,
25 PC. Plaintiff Miguel Mendoza consented to this fee split in writing on December 12, 2023.

26 I declare under penalty of perjury under the laws of the State of California and the United
27 States that the foregoing is true and correct. Executed on September 2, 2025, at Venice, California.



Daniel J. Brown

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EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement (“**Settlement Agreement**”) is reached by and between: (i) Miguel Mendoza (“**Plaintiff**”), individually and on behalf of all Aggrieved Employees, defined below, and members of the Settlement Class, defined below, on the one hand; and (ii) Defendant Valmetal Tulare, Inc. (“**Defendant**”) on the other hand (Plaintiff and Defendant are referred to herein as the “**Parties**”). Plaintiff, Aggrieved Employees, and the Settlement Class are represented by Daniel J. Brown and Kathleen J. Becket of Stansbury Brown Law, PC (“**Class Counsel**”). Defendant is represented by Sara A. Moore and Jenna L. Halop of Gordon Rees Scully Mansukhani, LLP.

1. Recitals

Plaintiff filed a class action complaint (“**Complaint**”) against Defendant on December 6, 2024, in Tulare Superior Court, Case No. VCU315822, which alleges causes of action for: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) wage statement violations; (4) unfair competition; (5) failure to reimburse business necessary business expenses; (6) failure to pay all agreed-upon wages includes bonus wages accrued; and (7) failure to provide employment records waiting time penalties. Plaintiff filed a First Amended Class and Representative Action Complaint (“**FAC**”) on March 10, 2025, to add an additional cause of action for civil penalties under the Private Attorneys General Act (“**PAGA**”) pursuant to Labor Code section 2698 *et seq.* based on claims asserted in the PAGA letter submitted to the LWDA on December 6, 2024, in Case No. LWDA-CM-1065591-24 (“**PAGA Notice**”). Pursuant to Paragraph 5 of this Settlement Agreement and as expressly negotiated during mediation, Plaintiff will file a Second Amended Class and Representative Action Complaint (“**SAC**”) to allege additional causes of action for meal period violations, rest period violations, and waiting time penalties. The Complaint FAC, and proposed SAC are referred to herein as the “**Action**.” The proposed SAC is the Operative Complaint for settlement purposes.

On June 3, 2025, Plaintiff and Defendant, represented by their respective counsel of record, privately mediated the Action before respected mediator Mark Peters, Esq. The Parties were able to reach a resolution following mediation, which is now presented to the Court for approval.

Prior to entering into settlement discussions, the Parties conducted significant investigation of the facts and law through informal discovery, which included review and analysis of Defendant’s policies and putative class members’ and Aggrieved Employees’ time records and payroll records. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff’s claims, the defenses thereto, and the damages and penalties claimed by Plaintiff in the Action. As a result of the Parties’ thorough investigation of the allegations and defenses thereto, they were able to reach an agreement for a global settlement after extensive negotiations.

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Action on the terms set forth herein and subject to the approval of Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in this Action.

2. Certification for Settlement Purposes.

For the purposes of this Settlement Agreement only, the Parties stipulate to conditional certification of the following Settlement Class (hereinafter, the “**Settlement Class**” or “**Settlement Class Members**”):

All current and former non-exempt employees of Valmetal Tulare, Inc. in California who worked for Valmetal Tulare, Inc. at any time from December 6, 2020 through February 1, 2025 (the “**Class Period**”).

3. Aggrieved Employees.

For the purposes of this Settlement Agreement only, the Parties stipulate that the “**Aggrieved Employees**” shall be defined as:

All current and former non-exempt employees of Valmetal Tulare, Inc. in California who worked for Valmetal Tulare, Inc. at any time from December 6, 2023 through February 1, 2025. (the “**PAGA Period**”).

4. Releases.

- A. **Released Parties.** As referenced herein, **Released Parties** shall collectively mean: Defendant Valmetal Tulare, Inc. and each of its respective former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, agents, employees, DBA’s, and parent companies.
- B. **Releases Effective Upon Full Payment of the GSA.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount (“**GSA**”) and funds all employer payroll taxes owed on the wage portion of the individual Participating Member Payments, Plaintiff, Settlement Class Members, and Aggrieved Employees will release claims against all Released Parties as described below.
- C. **Released Class Claims.** All Settlement Class Members who do not opt out of the settlement (collectively, “**Participating Settlement Class Members**”) release Released Parties, from all claims that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in the Action regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (“the **Released Class Claims**”). The Released Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 218, 218.6, 221, 222, 223, 226(a), 226.3, 226.7, 233, 245 et seq., 246, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2699, 2699.5, 2800, 2802, 2804 and the related IWC Wage Order 16 and Business & Professions Code §§ 17200, et seq., and include claims based on alleged violations of these Labor Code and Wage Order provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law,

that could have been pleaded based on the facts asserted in the Actions, including: (1) failure to pay all wages due and owing for time worked, including minimum and overtime wages, and meal/rest premium wages; (2) failure to pay all agreed-upon bonus wages; (3) failure to provide meal or rest periods of compensation in lieu thereof; (4) failure to reimburse for necessary business expenditures; (5) failure to provide accurate itemized wage statements; (6) failure to provide employment records; (7) failure to timely pay employees upon separation or discharge; (8) failure to timely pay wages during employment; (9) all related violations of the applicable Wage Orders; (10) all related violations of California's unfair competition law; and (11) interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the proposed SAC. The release extends to the limits of the Class Period.

D. Released PAGA Claims. Aggrieved Employees, regardless of whether they opt out of the Settlement Class, will release and discharge the Released Parties from all claims for PAGA penalties that were asserted in the Action and PAGA Notice, or that arose from or could have been asserted based on the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the proposed SAC and PAGA Notice, and ascertained in the course of the Action regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (the “**Released PAGA Claims**”). The Released PAGA Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 210, 218, 218.6, 221, 222, 223, 226(a), 226.3, 226.7, 233, 245 et seq., 246, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2804, the related IWC Wage Order 16, and include claims for PAGA penalties based on alleged violations of these Labor Code and Wage Order provisions and all other claims for PAGA penalties, such as those under the California Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to pay all wages due and owing for time worked, including minimum and overtime wages, and meal/rest premium wages; (2) failure to pay all agreed-upon bonus wages; (3) failure to provide meal or rest periods of compensation in lieu thereof; (4) failure to reimburse for necessary business expenditures; (5) failure to provide accurate itemized wage statements; (6) failure to provide employment records; (7) failure to timely pay employees upon separation or discharge; (8) failure to timely pay wages during employment; (9) all related violations of the applicable Wage Orders; and (10) interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Actions based on the facts and circumstances alleged in any Complaint on file in the Actions. The release extends to the limits of the PAGA Period.

E. Plaintiff's Release of Unknown Claims. In light of his Class Representative Service Award, Plaintiff agrees to release the Released Parties, in addition to the Released Class and PAGA Claims described above, from all claims, demands, rights, liabilities, and

causes of action of every nature and description whatsoever, known or unknown, asserted or that might be asserted, whether in tort, contract, or for violation of any state or federal statute, rule, or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution hereof. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers compensation claims or any other claims which cannot be released as a matter of law. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

5. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Defendant agrees to pay a common fund of Six Hundred Twenty-Five Thousand Dollars and Zero Cents (\$625,000.00) ("**Gross Settlement Amount**" or "**GSA**") in full and complete settlement of this matter. Besides the triggering of the escalator clause pursuant to paragraph 4(D) of this Settlement Agreement and Defendant's payment of its share of payroll taxes pursuant to paragraph 4(C) of this Settlement Agreement, in no event shall Defendant be required to pay more than the GSA. The GSA shall be paid as follows:

A. **Funding of the Gross Settlement Amount.** The GSA shall be deposited with the Settlement Administrator within thirty (30) days after the Effective Settlement Date (defined below).

B. **Non-revisionary.** This is a non-reversionary settlement. The Gross Settlement Amount includes:

i. All payments to the Aggrieved Employees and Settlement Class;

ii. **Settlement Administrator.** All fees and expenses of the settlement administrator associated with the administration of the settlement, which are anticipated to be no greater than Six Thousand Nine Hundred and Ninety Dollars and Zero Cents (\$6,990.00). The Parties agree to the appointment of Apex Class Action as the settlement administrator ("**Settlement Administrator**") and to Class Counsel seeking Court approval to pay up to Six Thousand Nine Hundred and Ninety Dollars (\$6,990.00) from the Gross Settlement Amount for the Settlement Administrator's services. The Settlement Administrator shall be responsible for sending all required notices in both English and Spanish, providing written

reports to Class Counsel and Defense Counsel that, among other things, tally the number of Notices mailed or re-mailed, Notices returned undelivered, Requests for Exclusion, objections and disputes received from Settlement Class Members, calculating the Net Settlement Amount, calculating each Settlement Class Member's and Aggrieved Employees' Participating Member Payment, defined below, amount, preparing all checks and mailings and disbursing all residuals resulting from uncashed settlement checks as set forth in Paragraph 6(C), establishing a static website for relevant documents, and providing declarations regarding the Settlement Administrator's background and services for Preliminary Approval, attesting to its due diligence and compliance with all of its obligations under this Agreement for Final Approval, and a final report detailing disbursement of the Gross Settlement Amount in compliance with the Final Approval Order. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after checks have been mailed to all Aggrieved Employees and Participating Settlement Class Members (collectively "**Participating Members**");

- iii. Class Representative Service Award. Up to Five Thousand Dollars and Zero Cents (\$5,000.00) for a class representative service award to Plaintiff subject to Court approval, in recognition of Plaintiff's general release of claims, contributions to the Action, and service to the Settlement Class. Defendant will not object to a request for a Class Representative Service Award for Plaintiff in exchange for the general release of his claims and waiver of Civil Code Section 1542, his time and risks in prosecuting this case, and his service to the Settlement Class. This payment will be in addition to Plaintiff's Participating Member Payment (defined below) as a Participating Member and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Class Representative Service Award to the Plaintiff is for his services in connection with this Action and is not wages, therefore the Settlement Administrator shall not withhold any taxes from the Class Representative Service Award and shall report it on an IRS Form 1099, which shall be provided to Plaintiff and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Class Representative Service Award does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Class Representative Service Award constitutes wages for income tax and withholding purposes. Plaintiff agrees to assume all responsibility for remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendant from the Class Representative Service Award paid under this Settlement Agreement, and all liability associated therewith. In the event that the Court reduces or does not approve the requested Class Representative Service Award, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding;

iv. Class Counsel Fees and Costs. Up to thirty-five percent (35%) of the Gross Settlement Amount in attorneys' fees, which is currently estimated to be Two Hundred Eighteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$218,750.00), plus up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in verified costs and expenses related to the Action as supported by declaration. In the event that the Court reduces or does not approve Class Counsel's requested fees and costs, the Settlement Agreement remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that reason, and it shall remain binding. If the Gross Settlement Amount increases pursuant to Paragraph 4(D), the amount of fees requested by Class Counsel will increase proportionally such that the requested award is thirty-five percent of the GSA. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised, responses to any intervenors and any appeals necessitated by those objections or intervenors. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court; and

 v. PAGA Penalties. Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), ~~seventy-five percent~~ ^{Sixty-Five Percent} (65%) of such penalties, or ~~Fifteen Thousand~~ ^{Thirteen Thousand} Dollars and Zero Cents (\$13,000.00) will be payable to the Labor & Workforce Development Agency ("**LWDA Payment**"), and the remaining thirty-five percent (35%), or ~~Five Thousand~~ ^{Seven Thousand} Dollars and Zero Cents (\$7,000.00) will be payable to the Aggrieved Employees as the "**PAGA Amount.**" The LWDA Payment and PAGA Amount are collectively referred to herein as the "**PAGA Penalties.**"

C. **Payroll Tax Payments.** Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

D. **Class Escalator Clause.** Defendant represent that approximately 188 Settlement Class Members worked approximately 18,100 Class Workweeks within the Class Period. If, the actual number of Settlement Class members or Class Workweeks released by this Settlement increases by 10% or more (i.e., increase by more than 19,910 Class Workweeks), then Defendant may elect to either (1) purchase the additional workweeks at a pro rata rate, or (2) cut off the Class Period as of the date the 10% cushion is exhausted (e.g., if the number of Settlement Class Members or Class Workweeks increases by 11%, the GSA will increase by 11%). Defendant shall notify Plaintiff's counsel of its election before notice of this Settlement Agreement is sent to Class Members.

A “**Class Workweek**” shall be any calendar week in which the Settlement Class Member worked at least one shift performing work for Defendant during the Class Period based on Defendant’s records.

A “**PAGA Pay Period**” shall be any pay period in which Aggrieved Employees worked at least one shift performing work for Defendant during the PAGA Period based on Defendant’s records.

- E. **Effective Date of Settlement.** The Effective Settlement Date of this settlement shall be the later of the time when: either (i) the Judgment in the Action granting final approval of the settlement is final and no longer subject to appeal, if there are objections, or (ii) 30 days after Notice is provided by Plaintiff to Defendant that the Court entered the order on final approval of the settlement, if there are no objections (“**Effective Settlement Date**”).
 - F. **Disbursement of Gross Settlement Amount.** Within ten (10) calendar days following the funding of the Gross Settlement Amount with the Settlement Administrator by Defendant, the Settlement Administrator will calculate Participating Member Payments (defined below) and mail individual Participating Member Payments to Participating Settlement Class Members and Aggrieved Employees and transfer to Class Counsel its attorney’s fees and verified costs.
6. **Amendment to Complaint.** As part of his motion for preliminary approval of settlement, Plaintiff will file the proposed SAC to allege additional causes of action for (i) meal period violations (ii) rest period violations, and (iii) waiting time penalties. These claims were expressly valued and negotiated at the Parties’ mediation, which resulted in this Settlement Agreement.
7. **Participating Member Payment Procedures.** Participating Settlement Class Members and Aggrieved Employees (collectively, “Participating Members”) are not required to submit a claim form to receive their share of the Settlement (“**Participating Member Payment**”). Participating Member Payments will be determined and paid as follows:
- A. **Net Settlement Amount:** The Net Settlement Amount is the Gross Settlement Amount after the following deductions are made: (a) all costs of settlement administration; (b) Class Representative Service Award to Plaintiff; (c) the LWDA Payment; and (d) costs and attorneys’ fees for Class Counsel. The Net Settlement Amount shall be available for Participating Members. From the Net Settlement Amount, the Settlement Administrator will calculate each Participating Member Payment based on the following formula:
 - i. **PAGA Amount.** Each Aggrieved Employee shall receive a portion of the PAGA Amount based on their proportionate share of PAGA Pay Periods by multiplying the PAGA Amount by a fraction, the numerator of which is the Aggrieved Employee’s PAGA Pay Periods, and the denominator of which is the total PAGA Pay Periods of all Aggrieved Employees.

- ii. Remainder. The remainder of the Net Settlement Amount shall be distributed to each Participating Settlement Class Member based on their proportionate share of Class Workweeks, by multiplying the remaining Net Settlement Amount by a fraction, the numerator of which is the Participating Settlement Class Member's Class Workweeks, and the denominator of which is the total Class Workweeks of all Participating Settlement Class Members.

B. Participating Member Payment Tax Treatment. For purposes of calculating applicable taxes and withholdings for the payment to Participating Members described in Paragraph 5(A)(ii), twenty percent (20%) of each such payment shall be designated as wages subject to W-2 reporting and normal payroll withholdings; the remaining eighty percent (80%) of each such payment shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Additionally, 100% of the PAGA Amount paid to Aggrieved Employees shall be designated as penalties and interest subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of these payments to each Participating Member above, none of the Participating Member Payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. Participating Members assume full responsibility and liability for any employee taxes owed on their Participating Member Payment.

C. Deadline to Negotiate Participating Member Payment. Each Participating Member who receives a Participating Member Payment must negotiate the settlement check within one hundred eighty (180) days from the date of issuance. The one hundred eighty (180) day expiration of the settlement checks will be pre-printed on the front of the settlement check. Any funds payable to Participating Members whose checks are not negotiated within one hundred eighty (180) days period will not be reissued and will be transferred by the Settlement Administrator to the Boys & Girls Clubs of the Sequoias, as the designated *cy pres*.

D. Defendant shall be deemed to have fully discharged its obligations to each Participating Member when the Settlement Administrator mails each Participating Member a settlement check, regardless of whether such checks are actually received and/or negotiated by Participating Members. Neither Plaintiff, Defendant, nor their respective counsel shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by his, her, or its own acts of omission or commission, the same is true for the Settlement Administrator.

8. **Preliminary Approval**. Plaintiff shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

- B. Appointing Daniel J. Brown and Kathleen J. Becket of Stansbury Brown Law, PC as Class Counsel;
 - C. Appointing Miguel Mendoza as the Class Representative for the Settlement Class;
 - D. Approving Apex Class Action as Settlement Administrator;
 - E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
 - F. Approving the form and content of the Class Notice Packet and directing the mailing of same in English and Spanish;
 - G. Scheduling a Final Approval hearing;
 - H. Plaintiff shall submit the proposed settlement to the Labor Workforce Development Agency (“LWDA”) pursuant to Labor Code § 2699(1)(2). Proof of this submission will be provided to the Court and to Defendant’s counsel; and
 - I. If Final Approval is granted, Plaintiff shall submit a copy of the Superior Court’s judgment to the LWDA after entry of the judgment or order, pursuant to Labor Code § 2699(1)(3).
9. **Notice Procedures.** Following preliminary approval, Settlement Class Members and Aggrieved Employees shall be notified as follows:
- A. Within thirty (30) days after entry of an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with a class list (in electronic format) including the full names, last known addresses, social security numbers, dates of employment, Class Workweeks and PAGA Pay Periods for each Aggrieved Employee and Settlement Class Member (“**Class Data**”).
 - B. Within seven (7) days from receipt of the Class Data, the Settlement Administrator shall: (i) run the names of all Settlement Class Members and Aggrieved Employees through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members and Aggrieved Employees; (ii) update the addresses of any Settlement Class Member or Aggrieved Employee for whom an updated address was found through the NCOA search; and (iii) mail the Notice Packet to each Settlement Class Member or Aggrieved Employee in English and Spanish at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
 - C. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain

an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member or Aggrieved Employee immediately, and in any event within three (3) business days of obtaining the updated address.

D. Opt-Out/Request for Exclusion Procedures. Any Settlement Class Member who wishes to opt-out of the Settlement must complete and mail or fax a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Request for Exclusion must: (1) contain the name, address, telephone number of the Settlement Class Member; (2) contain a statement that the Settlement Class Member wishes to be excluded from the class settlement; (3) be signed by the Settlement Class Member; and (4) be faxed or postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion fails to comply with items (1), (2), or (4), it will not be deemed a valid Request for Exclusion from this settlement, except a Request for Exclusion not containing a Settlement Class Member's telephone number will be deemed valid. The date of the postmark on the Request for Exclusion, shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement (although the PAGA settlement and release provisions will apply to each such individual, and such individual shall be entitled to their share of the PAGA Amount) or have any right to object, intervene, appeal, or comment thereon. Any Settlement Class Member who does not submit a Request for Exclusion is automatically deemed a Participating Settlement Class Member.

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

F. Challenges to Participating Member Payment Calculations. Each Notice Packet mailed to a Settlement Class Member or Aggrieved Employee shall disclose the amount

of the Settlement Class Member's or Aggrieved Employee's estimated Participating Member Payment as well as all of the information that was used from Defendant's records in order to calculate the Participating Member Payment, including the number of Class Workweeks and the number of PAGA Pay Periods. Settlement Class Members and Aggrieved Employees will have the opportunity, should they disagree with Defendant's records regarding the number of Class Workweeks and PAGA Pay Periods stated in their Notice Packet, to challenge the data provided. In order to challenge Defendant's data, the Settlement Class Member or Aggrieved Employee must provide documentation and/or an explanation demonstrating that Defendant's data is incorrect and evidencing the correct number of Class Workweeks and/or PAGA Pay Periods that the Settlement Class Member or Aggrieved Employee believes they should have been credited with and/or evidence of the correct date their employment ended. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.

G. Dispute Resolution. The Settlement Administrator shall have the responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Settlement Class Member's or Aggrieved Employee's Participating Member Payment, the allocation of W-2 wages, and the number of Class Workweeks and PAGA Pay Periods. Where the information submitted by Defendant from its records differ from the information submitted by the Settlement Class Member or Aggrieved Employee, the Settlement Administrator shall request a conference call between the Settlement Administrator, Class Counsel, and Defendant's counsel to discuss and resolve the dispute. In advance of the conference call, the Settlement Administrator shall email copies of all available information to all counsel. After consulting with the Parties to determine whether an adjustment is warranted, the Settlement Administrator will finally determine the eligibility for an amount of any Participating Member Payment. Such determination shall be binding upon the Settlement Class Member, Aggrieved Employee, and the Parties.

10. **Final Approval Process.** Following preliminary approval and the close of the Response Deadline under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff's application for Settlement Administrator's fees and expenses, Plaintiff's Class Representative Service Award, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the PAGA Penalties; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Non-Admission.** Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims asserted in the Action, and that but for this settlement a class should not be certified in this Action. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code section 1152.
12. **No Public Comment:** The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.
13. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties or their representatives, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.
14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses of the Parties' representatives set forth below, or such other addresses as the Parties may designate in writing from time to time:

If to Defendant:

Sara A. Moore
Jenna L. Halop
GORDON REES SCULLY
MANSUKHANI, LLP
315 Pacific Avenue
San Francisco, CA 94111
smoore@grsm.com
jhalop@grsm.com

If to Plaintiff:

Daniel J. Brown, Esq.
STANSBURY BROWN LAW, PC
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
dbrown@stansburybrownlaw.com

15. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

16. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
17. **Failure to Obtain Final Approval.** If the court fails to grant either preliminary or final approval, the Parties shall be restored to their positions at the time of the execution of this memorandum, which shall include but not be limited to, all funds paid by Defendant shall be returned to Defendant, with the exception that if any settlement administration costs are due and payable, Plaintiff and Defendant agree to split those costs.

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[SIGNATURES ON FOLLOWING PAGE]

EXECUTION BY PARTIES AND COUNSEL

Date: 7/1/2025

Signed by:

E9073375FB424A4...

Plaintiff Miguel Mendoza

Date: July 7, 2025 | 1:56 PM PDT

Signed by:
'Dominic Vallières'
8FAE57CE2853433...

Dominic Vallieres, on behalf of
Defendant Valmetal Tulare, Inc.

Approved as to Form:

Date: July 2, 2025

GORDON REES SCULLY
MANSUKHANI, LLP



Sara A. Moore
Jenna L. Halop
Counsel for Defendant

Date: 7/1/25

STANSBURY BROWN LAW, PC


Daniel J. Brown
Counsel for Plaintiff and Class

EXHIBIT B

1 **STANSBURY BROWN LAW, PC**
2 DANIEL J. BROWN (SBN 307604)
3 dbrown@stansburybrownlaw.com
4 KATHLEEN J, BECKET (SBN 334091)
5 jflores@stansburybrownlaw.com
6 2610 ½ Abbot Kinney Blvd.
7 Venice, California 90291
8 Tel: (323) 204-3124

9 Attorneys for Plaintiff

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF TULARE**

12 MIGUEL MENDOZA, as an individual, and
13 on behalf of all others similarly situated,

14 Plaintiff,

15 v.

16 VALMETAL TULARE, INC., a California
17 corporation; and DOES 1 through 100,
18 inclusive,

19 Defendants.

Case No. CASE NO. VCU315822

Assigned for All Purposed to:
Hon. Gary M. Johnson

Amended as a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- 20 (1) **MINIMUM WAGE VIOLATIONS**
21 **(LABOR CODE §§ 1182.12, 1194,**
22 **1194.2, 1197);**
- 23 (2) **FAILURE TO PAY ALL**
24 **OVERTIME WAGES (LABOR**
25 **CODE §§ 204, 510, 558, 1194, AND**
26 **1198);**
- 27 (3) **WAGE STATEMENT VIOLATIONS**
28 **(LABOR CODE § 226, et seq.);**
- (4) **UNFAIR COMPETITION (BUS &**
PROF CODE § 17200, et seq.);
- (5) **FAILURE TO REIMBURSE FOR**
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);
- (6) **FAILURE TO PAY ALL AGREED-**
UPON WAGES INCLUDING
BONUS WAGES ACCRUED
(LABOR CODE § § 221-223);
- (7) **FAILURE TO PROVIDE**
EMPLOYMENT RECORDS
(LABOR CODE § 1198.5);

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(8) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 et seq.);

(9) MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 5120;

(10) REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, AND 516); AND

(11) WAITING TIME PENALTIES (LABOR CODE §§ 201-203)

DEMAND FOR JURY TRIAL UNLIMITED CIVIL CASE

1 Plaintiff Miguel Mendoza (hereinafter “Plaintiff”), as an individual, and on behalf of all
2 others similarly situated, hereby brings this Second Amended Class and Representative Action
3 Complaint against Valmetal Tulare Inc. a Connecticut corporation; and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this Second Amended Class and Representative Action
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et seq.*, Labor Code §§ 201-204, 221-223, 226 *et seq.*, 510, 512, 516, 558, 1182.12,
9 1194, 1194.2, 1197, 1198, 1198.5, 2802, 2698 *et seq.*, and Industrial Welfare Commission Wage
10 Order 1 (“Wage Order 1”), in addition to seeking declaratory relief and restitution. This
11 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in the County of Tulare. Defendants own, maintain offices, transact business, have an
18 agent or agents within the County of Tulare, and/or otherwise are found within the County of
19 Tulare, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is a California resident. During the four years immediately preceding
23 the filing of the Complaint in this action and within the statute of limitations periods applicable
24 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201-204, 221-223, 226 *et seq.*, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 1198.5,
28 2802, 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair

1 Competition Law”), and Wage Order 1, which sets employment standards for the manufacturing
2 industry.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
5 continue to do) business by manufacturing farm equipment in California and the United States,
6 employed Plaintiff within Tulare County and the state of California and, therefore, were (and are)
7 doing business in Tulare County and the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
12 and believe, and based thereon allege, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the
15 unlawful employment practices, wrongs, injuries and damages complained of herein.

16 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
17 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

18 7. At all times herein mentioned, each of said Defendants participated in the doing
19 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
20 Defendants, and each of them, were the agents, servants, and employees of each and every one of
21 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
22 were acting within the course and scope of said agency and employment. Defendants, and each
23 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
24 omissions complained of herein.

25 8. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and

1 all members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

3 9. Plaintiff is employed by Defendants as a welder. He began employment with
4 Defendants in approximately April 2014 and he is presently employed. Defendants are in the
5 business of manufacturing farm equipment. Plaintiff is generally scheduled to work 5 days per
6 week from approximately 7:00 a.m. to 3:30 p.m.

7 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
8 other non-exempt employees were not paid for all hours worked. Defendants required Plaintiff
9 and other non-exempt employees to clock in and out on a time clock. Upon information and
10 belief, Defendants had a practice of rounding the hours of Plaintiff and other non-exempt
11 employees so as to systemically pay them for less time than they actually worked notwithstanding
12 the fact Defendants had the ability to accurately record Plaintiff's and the putative classes' work
13 time to the minute.

14 11. Defendants maintained a policy/practice of not compensating Plaintiff and other
15 non-exempt employees for all their overtime hours worked in the pay period. As discussed above,
16 upon information and belief, Defendants maintained a policy/practice of rounding the hours of
17 Plaintiff and other non-exempt employees for purposes of avoiding payment for all overtime
18 hours worked.

19 12. Moreover, during Plaintiff's employment with Defendants, Plaintiff and other
20 non-exempt employees earned production-based bonuses in addition to other forms of non-
21 discretionary pay that must be included in the regular rate of pay (hereinafter referred to as
22 "Incentive Pay"). However, Defendants failed to properly calculate Plaintiff's and other non-
23 exempt employees' respective regular rates of pay for overtime purposes as a result of their receipt
24 of Incentive Pay. Instead, Plaintiff and non-exempt employees were paid less than one and one
25 half times (or two times in the case of double-time hours) the legal regular rate of pay for all
26 overtime hours worked. By way of example, employees received quarterly production bonuses
27 known as "Gains Sharing" based on work performed throughout the entire quarter, but the value
28

1 of those bonuses was not included in the regular rate of pay for calculating overtime, sick pay,
2 and other payments that must be paid at the regular rate of pay. Plaintiff's wage statement dated
3 February 9, 2024, shows that Plaintiff earned a "Gs" payment of \$96.15. However, he was only
4 compensated for overtime during this period at a rate of \$43.80 per overtime hour worked, which
5 is exactly 1.5 times his base hourly rate of pay of \$29.20 per hour. As such, his overtime rate did
6 not include the value of his "Gs" productivity bonus pay.

7
8 13. Moreover, Defendant also paid Plaintiff and other non-exempt employees hourly
9 bonuses identified on wage statements as "Shift Diff" depending on certificates they obtained and
10 the type of work they performed but did not include the value of those bonuses when calculating
11 the regular rate of pay for sick pay and premium payments. For example, on Plaintiff's wage
12 statement dated February 9, 2024, Plaintiff earned "Shift Diff" and also took sick leave during
13 the pay period. However, he was only paid at an hourly rate of \$29.20 per hour for his sick leave,
14 which is the same as his base hourly pay rate. As such, Defendants did not include the value of
15 "Shift Diff" in his sick pay, thereby underpaying the amount of sick pay he was owed.

16
17 14. Under Defendants' stated policies and Plaintiff's agreement with Defendants,
18 Plaintiff earned bonus wages and was entitled to bonus payments pursuant to an incentive plan.
19 Plaintiff received some bonus payments at least approximately each quarter. Plaintiff was not
20 paid all bonuses owed. Nor did Defendants provide Plaintiff with a written incentive plan. This
21 prevented Plaintiff from reviewing the criteria on which the bonus payments were based and
22 determining whether his bonus payments were properly calculated.

23
24 15. Plaintiff and other non-exempt employees were not authorized to take all legally
25 required rest periods free of employer control during the entirety of Plaintiff's employment with
26 Defendants. Despite Defendants' failure to authorize and permit Plaintiff and other non-exempt
27 employees to take all lawful paid rest periods, due to their uniform and unlawful practices,
28 Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their
regular rate for each rest period violation as required by Labor Code § 226.7.

16. Defendants also did not always provide Plaintiff and other non-exempt employees

1 with a legally compliant first meal period when they worked shifts in excess of 6.0 hours.
2 Additionally, even though Plaintiff and other non-exempt employees worked shifts in excess of
3 ten (10) hours, Plaintiff and other non-exempt employees were almost never permitted to exercise
4 their right to a second meal period. Despite Defendants' failure to provide Plaintiff and other
5 non-exempt employees with all lawful meal periods due to their uniform and unlawful practices,
6 Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their
7 regular rate for each meal period violation as required by Labor Code § 226.7.

8 17. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-
9 exempt employees for all reasonable and necessary work expenditures, including, but not limited
10 to, requiring Plaintiff and other non-exempt employees to purchase boots, welding jackets,
11 welding sleeves, gloves, helmets, helmet lenses, and respirators.

12 18. Defendants have maintained inaccurate payroll records, failed to timely pay all
13 wages owed to employees, including upon separation, and issued inaccurate wage statements.
14 This is in part a result of Defendants' failure to accurately compensate Plaintiff and other non-
15 exempt employees for all minimum and overtime wages, and failure to properly account to
16 Incentive Pay for payment purposes, and failure to pay all premium payments.

17 19. Defendants failed to issue to Plaintiff and other non-exempt employees accurate
18 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the
19 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
20 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
21 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
22 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
23 only the last four digits of his or her social security number or an employee identification number
24 other than a social security number, (8) the name and address of the legal entity that is the
25 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
26 number of hours worked at each hourly rate by the employee.
27

28 **CLASS ACTION ALLEGATIONS**

1 20. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
2 following Classes pursuant to § 382 of the Code of Civil Procedure:

3 a. The Minimum Wage Class consists of all current and former non-exempt
4 employees of Defendants in California who were subject to Defendants'
5 timekeeping systems and/or practices, during the four years immediately
6 preceding the filing of this lawsuit through the present.

7 b. The Overtime Wage Class consists of all current and former non-exempt
8 employees of Defendants in California who worked overtime hours and were
9 subject to Defendants' timekeeping systems and/or practices, during the four years
10 immediately preceding the filing of this lawsuit through the present.

11 c. The Agreed-Upon Wage Class consists of all current and former non-exempt
12 employees of Defendants in California who were paid less than all agreed-upon
13 wages owed, including bonuses accrued, during the four years immediately
14 preceding the filing of this action through the present.

15 d. The Rest Period Class consists of all current and former non-exempt employees of
16 Defendants who performed work in California and who worked at least one shift
17 in excess of 3.5 hours during the four years immediately preceding the filing of
18 this lawsuit through the present.

19 e. The Meal Period Class consists of all current and former non-exempt employees
20 of Defendants who performed work in California and: (i) worked at least one shift
21 in excess of 5.0 hours without a meal period of at least 30 minutes in duration
22 commencing prior to the conclusion of the fifth hour of work, and who do not have
23 a corresponding meal period premium payment made for such shifts and/or (ii)
24 worked at least one shift in excess of 10.0 hours while performing work for
25 Defendants in California without a second meal period of at least 30 minutes in
26 duration commencing prior to the conclusion of the tenth hour of work, and who
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28

1 do not have a corresponding meal period premium payment made for such shifts
2 during the four years preceding the filing of this lawsuit through the present.

3 f. The Employee Expense Class consists of all current and former non-exempt
4 employees of Defendants in California who were not reimbursed for expenses in
5 the performance of their job duties, including, but not limited to purchases of
6 boots, welding jackets, welding sleeves, gloves, helmets, helmet lenses, and
7 respirators for necessary business purposes during the four years immediately
8 preceding the filing of this lawsuit to the present.

9 g. The Wage Statement Class consists of all current and former non-exempt
10 employees of Defendants in California who received a wage statement from
11 Defendants during the one year immediately preceding the filing of this lawsuit
12 through the present.

13 h. The Waiting Time Class consists of all of Defendants' formerly employed non-
14 exempt employees who performed work in California and were subject to
15 Defendants' timekeeping systems and/or practices, during the three years
16 immediately preceding the filing of this lawsuit through the present.

17
18 21. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
19 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
20 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
21 greater than one hundred (100) individuals. The identity of such membership is readily
22 ascertainable via inspection of Defendants' employment records.

23 22. **Common Questions of Law and Fact Predominate/Well Defined Community**
24 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
25 situated employees, which predominate over questions affecting only individual members. Those
26 common questions include, without limitation:

27 i. Whether Defendants paid all minimum wages owed for all hours worked to
28 members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194,

1 1194.2, and 1197;

- 2 ii. Whether Defendants violated the applicable Labor Code provisions, including, but
3 not limited to, §§ 510 and 1194 and Wage Order 1 by requiring members of the
4 Overtime Wage Class to perform overtime work and not paying for said work in
5 accordance with the overtime laws of the State of California;
- 6 iii. Whether Defendants' timekeeping policies/practices resulted in the failure to
7 properly compensate members of the Minimum Wage Class;
- 8 iv. Whether Defendants failed to pay the members of the Agreed-Upon Wage Class
9 all agreed-upon wages including bonuses accrued, pursuant to Labor Code §§ 221-
10 223.
- 11 v. Whether Defendants provided all legally compliant meal periods to members of
12 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 13 vi. Whether Defendants provided all legally compliant rest periods to members of the
14 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 15 vii. Whether Defendants failed to reimburse members of the Employee Expense Class
16 for business expenditures necessarily incurred in the performance of their duties;
- 17 viii. Whether Defendants provided accurate, itemized wage statements to members of
18 the Classes; and
- 19
- 20 ix. Whether Defendants' policies and/or practices for the timing and amount of
21 payment of final wages to members of the Waiting Time Class at the time of
22 separation from employment were lawful.

23 23. **Predominance of Common Questions:** Common questions of law and fact
24 predominate over questions that affect only individual members of the Classes. The common
25 questions of law set forth above are numerous and substantial and stem from Defendants' policies
26 and/or practices applicable to each individual class member, such as Defendants' uniform
27 timekeeping policies and practices, wage statement policies and practices, and the policies and
28 practices regarding the timely payment of final wages. As such, the common questions

1 predominate over individual questions concerning each individual class member's showing as to
2 his or her eligibility for recovery or as to the amount of his or her damages.

3 24. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
4 Plaintiff was employed by Defendants as a non-exempt employee in California during the
5 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
6 herein, Plaintiff, like the members of the Classes, was subject to Defendants' and timekeeping
7 policies and practices, was provided inaccurate wage statements, and was not paid all wages
8 earned at the time of his separation of employment.

9 25. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
10 to represent fairly and adequately the interests of the members of the Classes. Moreover,
11 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
12 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
13 and-hour class actions in state and federal courts in the past and are committed to vigorously
14 prosecuting this action on behalf of the members of the Classes.

15 26. **Superiority:** The California Labor Code is broadly remedial in nature and serves
16 an important public interest in establishing minimum working conditions and standards in
17 California. These laws and labor standards protect the average working employee from
18 exploitation by employers who have the responsibility to follow the laws and who may seek to
19 take advantage of superior economic and bargaining power in setting onerous terms and
20 conditions of employment. The nature of this action and the format of laws available to Plaintiff
21 and members of the Classes make the class action format a particularly efficient and appropriate
22 procedure to redress the violations alleged herein. If each employee were required to file an
23 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
24 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
25 their vastly superior financial and legal resources. Moreover, requiring each member of the
26 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
27 employees who would be disinclined to file an action against their former and/or current employer
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1 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
2 employment. Further, the prosecution of separate actions by the individual class members, even
3 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
4 with respect to the individual class members against Defendants herein; and which would
5 establish potentially incompatible standards of conduct for Defendants; and/or legal
6 determinations with respect to individual class members which would, as a practical matter, be
7 dispositive of the interest of the other class members not parties to adjudications or which would
8 substantially impair or impede the ability of the class members to protect their interests. Further,
9 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
10 individual prosecution considering all of the concomitant costs and expenses attending thereto.
11 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
12 Civil Procedure.

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14
15 **FIRST CAUSE OF ACTION**
16 **MINIMUM WAGE VIOLATIONS**
17 **(AGAINST ALL DEFENDANTS)**

18 27. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 28. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
20 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
21 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
22 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
23 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
24 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
25 their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum
26 Wage Class for all hours actually worked including, but not limited to, all hours he was subject
27 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
28 and Wage Order 1.

1 in the Wage Order.

2 35. The foregoing policies and practices are unlawful and create entitlement to
3 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
4 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
5 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 1, and
6 Code of Civil Procedure § 1021.5.

7 **THIRD CAUSE OF ACTION**

8 **WAGE STATEMENT VIOLATIONS**

9 **(AGAINST ALL DEFENDANTS)**

10 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
13 and the Wage Statement Class with complete and accurate wage statements all compensation
14 earned and hours worked.

15 38. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with
16 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,
17 among other things, the non-payment of all minimum and overtime wages, and deprived them of
18 the information necessary to identify the discrepancies in Defendants' reported data.

19 39. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage
20 Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226
21 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
22 according to California Labor Code § 226 et seq.

23 **FOURTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **(AGAINST ALL DEFENDANTS)**

26 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 41. Defendants have engaged and continue to engage in unfair and/or unlawful
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1 business practices in California in violation of California Business and Professions Code § 17200
2 et seq., by failing to pay Plaintiff and the Classes all minimum and overtime wages, and failing
3 to furnish accurate, itemized wage statements,.

4 42. Defendants' utilization of these unfair and/or unlawful business practices deprived
5 Plaintiff and continues to deprive members of the Classes of compensation to which they are
6 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
7 over Defendants' competitors who have been and/or are currently employing workers and
8 attempting to do so in honest compliance with applicable wage and hour laws.

9 43. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
10 herein, Plaintiff for himself and on behalf of the members of the Classes, seek full restitution of
11 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
12 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

13 44. The acts complained of herein occurred within the last four years immediately
14 preceding the filing of the Complaint in this action.

15 45. Plaintiff is compelled to retain the services of counsel to file this court action to
16 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
17 of Defendants' current non-exempt employees, and to enforce important rights affecting the
18 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
19 which he is entitled to recover under Code of Civil Procedure § 1021.5.

20
21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

23 **(AGAINST ALL DEFENDANTS)**

24 46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 47. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
26 states that "an employer shall indemnify his or her employees for all necessary expenditures or
27 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
28 his or her obedience to the directions of the employer..."

1 48. Due to Defendants' unlawful policy and practice of requiring employees to
2 purchase boots, welding jackets, welding sleeves, gloves, helmets, helmet lenses, and respirators
3 to perform their work duties, Defendants have violated Labor Code § 2802.

4 49. Plaintiff and the members of the Employee Expense Class are entitled to attorneys'
5 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

6 50. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
7 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
8 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue
9 from the date on which they incurred the initial necessary expenditure.

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO PAY ALL AGREED-UPON WAGES INCLUDING BONUS WAGES**
12 **ACCRUED**

13 **(AGAINST ALL DEFENDANTS)**

14 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15 52. This cause of action is brought pursuant to Labor Code §§ 204 and 221-223 which
16 provide that all non-exempt employees are entitled to be paid all agreed-upon wages owed,
17 inclusive of bonus wages accrued and provide a right of action for the failure to pay all agreed-
18 upon wages owed for all work performed.

19 53. At all times relevant herein, Defendants were required to properly compensate
20 Plaintiff and the members of the Agreed-Upon Wage Class for all hours worked at the agreed-
21 upon wages, inclusive of bonus wages accrued, pursuant to California Labor Code §§ 221-223.
22 At all relevant times herein, Defendants required Plaintiff and the members of the Agreed-Upon
23 Wage Class to remain under Defendants' control and perform work without paying them all
24 agreed-upon wages owed, including bonus wages accrued, which resulted in Plaintiff and the
25 members of the Agreed-Upon Wage Class earning less than all agreed-upon wages owed for their
26 work. This pattern and practice by Defendants of failing to pay all agreed-upon wages owed,
27 inclusive of bonus wages for all work performed violates the Labor Code and constitutes unjust
28

1 enrichment.

2 54. Pursuant to Labor Code § 204, all wages earned by any person in any employment
3 are due and payable twice during each calendar month, on days designated in advance by the
4 employer at the regular pay days. All wages earned for labor in excess of the normal work period
5 shall be paid no later than the payday for the next regular payroll period.

6 55. Pursuant to Labor Code § 204.1, commission wages paid to any person by an
7 employer are due and payable once during each calendar month on a day designated in advance
8 by the employer as the regular payday.

9 56. Plaintiff and other non-exempt employees earned agreed-upon wages including
10 bonus wages through their employment.

11 57. Defendants have refused to pay all of Plaintiff's agreed-upon wages including
12 bonus wages accrued. Defendants' failure to pay all agreed-upon wages including bonus wages
13 accrued was intentional and without cause or other reason.

14 58. The foregoing practices and policies are unlawful and create entitlement to
15 recovery by Plaintiff and the members of the Agreed-Upon Wage Class in a civil action for the
16 unpaid amount of agreed-upon wages owing, including interest thereon, as well as statutory
17 penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 318.5, 218.6, 221,
18 and 558, and California Code of Civil Procedure § 1021.5.

19
20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE EMPLOYMENT RECORDS**

22 **(AGAINST ALL DEFENDANTS)**

23 59. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 60. Pursuant to Labor Code § 1198.5, employers in California are required to provide
25 the requesting current or former employee a copy of the requesting current or former employee's
26 personnel files and records that relate to the current or former employee's performance or to any
27 grievance concerning the employee. The employer must provide the file within 30 days from the
28 date that the employer receives the written request.

1 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
2 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
3 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
4 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
5 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
6 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
7 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
8 subsequent violation per employee per pay period for those violations of the Labor Code for which
9 no civil penalty is specifically provided, based on the following Labor Code violations:

- 10 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
11 Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-
12 552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 13 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
14 earned overtime compensation in violation of Labor Code §§ 204, 510, 558,
15 1194, and 1198;
- 16 c. Failing to authorize and permit all legally required rest periods, and failure to
17 pay rest period premium wages, to Plaintiff, the Rest Period Class, and other
18 aggrieved employees at the regular rate of compensation in violation of Labor
19 Code §§ 226.7, 516 and 558;
- 20 d. Failing to provide all legally required meal periods, and failure to pay meal
21 period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
22 employees at the regular rate of compensation in violation of Labor Code §§
23 226.7, 512, and 1198;
- 24 e. Failing to reimburse Plaintiff, the Employee Expense Class and other aggrieved
25 employees for necessary business expenditures incurred by Plaintiff, and other
26 aggrieved employees in violation of Labor Code §§ 2800, 2802 and 2804;
- 27 f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
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1 employees with complete, accurate, itemized wage statements in violation of
2 Labor Code § 226;

3 g. Failing to timely pay all final wages and compensation earned by Plaintiff, the
4 Waiting Time Class, and other aggrieved employees at the time of separation
5 in violation of Labor Code §§ 201, 202, and 203;

6 h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
7 twice during each calendar month in violation of Labor Code § 204;

8 i. Failing to pay Plaintiff and other aggrieved employees accrued paid sick leave
9 at the regular rate of pay in violation of Labor Code §§ 233, 245.5, 246(b), and
10 246.5;

11 j. Failing to provide legally mandated disclosures and/or written notices
12 regarding the terms of employment of Plaintiff and other aggrieved employees
13 in violation of Labor Code § 2810.5;

14 k. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
15 employees in violation of Labor Code §§ 1174 and 1198; and

16 l. Failure to pay all agreed-upon wages including bonus wages accrued in
17 violation of Labor Code §§ 221-223).

18 67. On December 6, 2024, Plaintiff notified Defendants via certified mail, and notified
19 the California Labor and Workforce Development Agency (“LWDA”) via its website, of
20 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for
21 civil penalties under California Labor Code § 2698 et seq. with respect to violations of the
22 California Labor Code identified in Paragraph 64 (a)-(1). Now that more than sixty-five days have
23 passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA
24 has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his
25 administrative requirements for bringing a claim under the Private Attorneys General Act with
26 respect to these violations.

27 68. Plaintiff was compelled to retain the services of counsel to file this court action to
28 protect her interests and the interests of other similarly aggrieved employees, and to assess and

1 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and
2 costs, which she is entitled to receive under California Labor Code § 2699(g).

3 **NINTH CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 69. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 70. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 failed in their affirmative obligation to provide all of their non-exempt employees in California,
9 including Plaintiff and members of the Meal Period Class with all legally compliant meal periods
10 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
11 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal
12 Period Class at their respective regular rates of compensation, in accordance with California
13 Labor Code §§ 204, 210, 226.7, and 512.

14 71. As a result, Defendants are responsible for paying premium compensation for meal
15 period violations including interest thereon, as well as statutory penalties, civil penalties, and
16 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 5, and Civil Code §§
17 3287(b) and 3289.

18 **TENTH CAUSE OF ACTION**

19 **REST PERIOD VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

21 72. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 73. Wage Order 1, § 12 and California Labor Code §§226.7 and 516 establish the right
23 of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes
24 net rest time for each four (4) hour period worked, or major fraction thereof.

25 74. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
26 of the Rest Period Class to take all legally compliant rest periods.

27 75. The foregoing violations create an entitlement to recovery by Plaintiff and other
28 members of the Rest Period Class in a civil action for the unpaid rest period wages and the amount

1 of rest period premiums owing, including interest thereon, as well as statutory penalties, civil
2 penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code
3 §§ 3287(b) and 3289.

4 **ELEVENTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(AGAINST ALL DEFENDANTS)**

7 76. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 77. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
9 an employer to pay all wages immediately at the time of termination of employment in the event
10 the employer discharges the employee or the employee provides at least 72 hours of notice of
11 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
12 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
13 employee's last date of employment.

14 78. Defendants failed to timely pay Plaintiff and other members of the Waiting Time
15 Class all final wages due to them at the time of their separation including, among other things,
16 underpaid overtime wages owed, and meal and rest period premium wages. Further, Plaintiff is
17 informed and believes, and based thereon alleges, that as a matter of uniform policy and practice,
18 Defendants continue to fail to pay Plaintiff and other non-exempt employees all earned wages at
19 the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-
20 203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code §
21 203.

22 79. Defendants' willful failure to timely pay Plaintiff and other members of the
23 Waiting Time Class their earned wages upon separation from employment results in a continued
24 payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff
25 and other non-exempt employees are entitled to compensation pursuant to Labor Code § 203, plus
26 reasonable attorneys' fees and costs of suit.

1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
3 this suit brought against Defendants, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
8 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
9 1198 and Wage Order 1 § 4(A);
- 10 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
11 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and
12 Wage Order 1 § 3(A);
- 13 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
14 226;
- 15 7. Upon the Fourth Cause of Action, for restitution to Plaintiff of all money and/or
16 property unlawfully acquired by Defendants by means of any acts or practices declared by this
17 Court to be in violation of Business and Professions Code § 17200 *et seq.*;
- 18 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
19 special damages according to proof pursuant to Labor Code § 2802;
- 20 9. Upon the Sixth Cause of Action, for compensatory, consequential, general and
21 special damages according to proof pursuant to Labor Code §§ 204 and 221-223;
- 22 10. Upon the Seventh Cause of Action, for statutory penalties pursuant to Labor Code
23 §§ 226 and 1198.5;
- 24 11. Upon the Eighth Cause of Action, for (1) \$100.00 for each initial violation for each
25 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
26 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
27 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
28 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial

1 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
2 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
3 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
4 each initial violation and \$200 for each subsequent violation per employee per pay period for the
5 violations of the Labor Code Sections cited in Labor Code § 2699.5;

6 12. Upon the Ninth Cause of Action, for compensatory, consequential, general and
7 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

8 13. Upon the Tenth Cause of Action, for compensatory, consequential, general and
9 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

10 14. Upon the Eleventh Cause of Action, for statutory waiting time penalties pursuant
11 to Labor Code § 201-203;

12 15. Prejudgment interest on all due and unpaid wages pursuant to California Labor
13 Code § 218.6 and Civil Code §§ 3287 and 3289;

14 16. On all causes of action, for attorneys' fees and costs as provided by Labor Code
15 §226, and Code of Civil Procedure § 1021.5; and

16 17. For such other and further relief the Court may deem just and proper.

17
18 Dated: August 28, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC



19
20 By: _____

Daniel J. Brown
Kathleen J. Becket
Attorneys for Plaintiff

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23 **DEMAND FOR JURY TRIAL**

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25 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

26
27 Dated: August 28, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

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By:

Daniel J. Brown
Kathleen J. Becket
Attorneys for Plaintiff

EXHIBIT C

NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION AND PROPOSED SETTLEMENT

Miguel Mendoza v. Valmetal Tulare, Inc.
Tulare County Superior Court
Case No.: VCU315822

To: All current and former non-exempt employees of Valmetal Tulare, Inc. in California who worked for Valmetal Tulare, Inc. at any time from December 6, 2020 through February 1, 2025.

PLEASE READ CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *Miguel Mendoza v. Valmetal Tulare, Inc.*, Tulare County Superior Court, Case No. VCU315822 (the “Action”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Defendant Valmetal Tulare, Inc.’s (“Valmetal” or “Defendant”) records show that you were employed by Defendant Valmetal as a non-exempt employee in California at any time from December 6, 2020 through February 1, 2025 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

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

What is this case about?

Plaintiff Miguel Mendoza (“Plaintiff”) brought this Action against Defendant seeking to assert claims on behalf of a class of all current and former non-exempt employees of Valmetal who performed work in California at any time from December 6, 2020 through February 1, 2025 (the “Settlement Class Members”). Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class Members, are known as “Class Counsel.”

The Action alleges that Defendant: (i) failed to pay employees all earned minimum and overtime wages; (ii) failed to provide all legally required meal and rest periods; (iii) failed to provide accurate and itemized wage statements; (iv) failed to timely pay all agreed-upon wages due including bonus wages accrued and final wages due upon separation of employment; (v) failed to reimburse necessary business expenses; (vi) failed to provide employment records; and (vii) engaged in unlawful business practices as a result of the above-mentioned alleged violations. The Action further alleges that Defendant is also liable for civil penalties under the California Labor Code Private Attorneys General Act (“PAGA”) for the above violations and for sick pay violations and failure to make necessary disclosures.

Defendant denies that it has done anything wrong. Defendant also denies that it owes Settlement Class Members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement is a compromise of disputed claims and should not be considered an admission of liability on the part of Defendant, by whom all liability is expressly denied.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of the Court not allowing the case to proceed as a class action, the risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

The Court has not ruled on Plaintiff’s claims. In granting preliminary approval of the Settlement, the Court has determined only that there is sufficient evidence to suggest that the Settlement might be fair, adequate, and reasonable.

A final determination on whether the Settlement is fair, adequate, and reasonable will be made at the Final Approval hearing.

Your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse action or otherwise target, retaliate, or discriminate against any Settlement Class Member because of his or her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff/Settlement Class: STANSBURY BROWN LAW, PC Daniel J. Brown dbrown@stansburybrownlaw.com Kathleen J. Becket kbecket@stansburybrownlaw.com 2610 ½ Abbot Kinney Blvd. Venice, California 90291 Tel: (323) 204-3124 www.stansburybrownlaw.com	Attorneys for Defendant Valmetal Tulare, Inc.: GORDON REES SCULLY MANSUKHANI Sara A. Moore smoore@grsm.com Jenna L. Halop jhalop@grsm.com 315 Pacific Avenue San Francisco, CA 94111 Tel: (415) 986-5900 https://www.grsm.com/office/san-francisco/
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What are the terms of the Settlement?

Defendant has agreed to pay \$625,000.00 (the "Gross Settlement Amount") to fully resolve all claims in the Action, including payments to Settlement Class Members, Class Counsel's attorneys' fees and expenses, Settlement administration costs, and the Class Representative's Service Award.

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

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Action on behalf of Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Settlement Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for up to thirty-five percent of the Gross Settlement Amount, which is currently estimated at \$ 218,750.00 as reasonable compensation for the work Class Counsel performed and will continue to perform in this Action through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$15,000.00 in verified costs incurred in connection with the Action.

Settlement Administration Costs. The Court has approved Apex Class Action to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$6,990.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Representative Service Award. Class Counsel will ask the Court to award the Class Representative a Service Award in the amount of \$5,000.00 to compensate him for his service and extra work provided on behalf of the Settlement Class Members.

Payment to State of California. The Parties have agreed to allocate \$20,000.00 towards the Settlement of the PAGA claims in the Action. \$13,000.00 will be paid to the State of California Labor and Workforce Development Agency ("LWDA"), representing its 65% share of the PAGA civil penalties. The remaining \$7,000.00 will be

allocated to Aggrieved Employees (i.e., Settlement Class Members who were employed by Defendant as non-exempt employees and performed work for Defendant in California during the time period of December 6, 2023 through February 1, 2025 (the “PAGA Period”)) as part of the Net Settlement Amount described below.

Calculation of Settlement Class Members’ Individual Participating Member Payments. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the “Net Settlement Amount,” which will be distributed to all Settlement Class Members who do not submit a valid and timely request for exclusion (“Participating Member Payments”) (described below). The Net Settlement Amount is estimated at approximately \$366,260.00, and will be divided as follows:

- (i) \$7,000.00 of the Net Settlement Amount has been designated as the “PAGA Amount” and will be distributed to each Aggrieved Employee based on the proportionate number of PAGA Pay Periods (defined as any calendar week in which the Aggrieved Employee worked at least one shift performing for Defendant based on Defendant’s records) that he or she worked during the PAGA Period). Settlement Class Members cannot opt out of the PAGA portion of the settlement, and will receive their portion of the PAGA Amount regardless of their decision to opt out of the class settlement.
- (ii) The remainder of the Net Settlement Amount will be distributed to each Participating Settlement Class Member based on the proportionate number of Class Workweeks (defined as any calendar week in which the Participating Settlement Class Member worked at least one shift performing work for Defendant based on Defendant’s records during the Class Period) that he or she worked during the Class Period.

Payment of the Settlement. If the Court grants final approval of the Settlement, individual Participating Member Payments will be mailed to all Participating Members for their portion of the PAGA Amount regardless of whether they submit a Request for Exclusion. In addition, Participating Settlement Class Members will receive additional compensation as part of their individual Participating Member Payments comprised of their portion of the Net Settlement Amount as described above. The Maximum Settlement Amount will be paid by Defendants within thirty (30) calendar days of the Final Approval.

Allocation and Taxes. For tax purposes, the class portion of Participating Member Payments shall be treated as follows: 20% as “wages,” for which an IRS Form W-2 will be issued; and 80% as penalties and interest, for which an IRS Form 1099 will be issued. Settlement Class Members are responsible for the proper income tax treatment of the individual Participating Member Payments. Additionally, 100% of the PAGA Amount paid to Aggrieved Employees shall be designated as penalties and interest subject to IRS Form 1099 reporting without withholdings. The Settlement Administrator, Defendant and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Participating Members should consult with their tax advisors concerning the tax consequences and treatment of awards they receive under the Settlement

Class Release. If the Court approves the Settlement, each Participating Settlement Class Member will fully release and discharge Defendant Valmetal Tulare, Inc. and each of its respective former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates, agents, employees, DBA’s, and parent companies (the “Released Parties”) from all claims that were asserted in the Action, or that arise from or could have been asserted based on any of the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions or failures to act alleged in the Action regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (“the Released Class Claims”). The Released Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 218, 218.6, 221, 222, 223, 226(a), 226.3, 226.7, 233, 245 et seq., 246, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2699, 2699.5, 2800, 2802, 2804 and the related IWC Wage Order 16 and Business & Professions Code §§ 17200, et seq., and include claims based on alleged violations of these Labor Code and Wage Order provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Actions, including: (1) failure to pay all wages due and owing for time worked, including minimum and overtime wages, and meal/rest premium wages; (2) failure to pay all agreed-upon bonus wages; (3) failure to provide meal or rest periods of compensation in lieu thereof; (4) failure to reimburse for necessary business expenditures; (5) failure to provide

accurate itemized wage statements; (6) failure to provide employment records; (7) failure to timely pay employees upon separation or discharge; (8) failure to timely pay wages during employment; (9) all related violations of the applicable Wage Orders; (10) all related violations of California's unfair competition law; and (11) interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the proposed SAC. The release extends to the limits of the Class Period.

PAGA Release. Plaintiff and Aggrieved Employees, regardless of whether they opt out of the Settlement Class, will release and discharge the Released Parties from all claims for PAGA penalties that were asserted in the Action and PAGA Notice, or that arose from or could have been asserted based on the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the proposed SAC and PAGA Notice, and ascertained in the course of the Action regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (the "Released PAGA Claims"). The Released PAGA Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 210, 218, 218.6, 221, 222, 223, 226(a), 226.3, 226.7, 233, 245 et seq., 246, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2804, the related IWC Wage Order 16, and include claims for PAGA penalties based on alleged violations of these Labor Code and Wage Order provisions and all other claims for PAGA penalties, such as those under the California Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to pay all wages due and owing for time worked, including minimum and overtime wages, and meal/rest premium wages; (2) failure to pay all agreed-upon bonus wages; (3) failure to provide meal or rest periods of compensation in lieu thereof; (4) failure to reimburse for necessary business expenditures; (5) failure to provide accurate itemized wage statements; (6) failure to provide employment records; (7) failure to timely pay employees upon separation or discharge; (8) failure to timely pay wages during employment; (9) all related violations of the applicable Wage Orders; and (10) interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Actions based on the facts and circumstances alleged in any Complaint on file in the Actions. The release extends to the limits of the PAGA Period.

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

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of Class Workweeks you worked during the Class Period, and the proportionate number of PAGA Pay Periods you worked during the PAGA Period, as stated in this Notice. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Participating Member Payment. Your award is based on the proportionate number of Class Workweeks you worked during the Class Period and the proportionate number of PAGA Pay Periods you worked during the PAGA Period. The information contained in Defendant's records regarding each of these factors, along with your estimated individual Participating Member Payment, is listed below. If you disagree with the information listed below, you may submit a dispute, along with any supporting documentation, to <<ADMINISTRATOR CONTACT INFO>>. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Settlement Administrator will determine whether any adjustments are warranted, and if so, will consult with the Parties and make a determination as to whether an adjustment will be made.

According to Defendant's records:

- (a) you worked for Defendant in California from [REDACTED] to [REDACTED];

- (b) you worked [REDACTED] Class Workweeks between December 6, 2020 through February 1, 2025 for Defendant; and
- (c) you worked [REDACTED] PAGA Pay Periods between December 6, 2023 through February 1, 2025 for Defendant.

Based on the above, your individual Participating Member Payment is estimated at \$ [REDACTED]. The lowest Participating Member Payment to a Settlement Class Member is estimated at \$ [REDACTED]. The highest Participating Member Payment to a Settlement Class Member is estimated at \$ [REDACTED].

Exclude Yourself from the Class Portion of the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself from the class portion of the settlement by making a request for exclusion, and sending it to the Settlement Administrator postmarked no later than <<RESPONSE DEADLINE>>. The request for exclusion must: (1) contain your name, address, telephone number; (2) contain a statement that you wish to be excluded from the class settlement; and (3) be signed by you. If the Request for Exclusion fails to comply with items (1) or (2), it will not be deemed a valid request for exclusion from this Settlement, except a request for exclusion not containing your telephone number will be deemed valid.

Send the request for exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who submits a timely request for exclusion, shall, upon receipt by the Settlement Administrator, not be a Settlement Class Member. If you exclude yourself, you will still receive your portion of the PAGA Amount if you are an Aggrieved Employee.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may timely submit a written objection directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Your written objection must include your name, address, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection, together with any evidence in support of your objection. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Participating Settlement Class Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>>, in Department 07 of the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, California 93291. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Service Award to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. The easiest way to read the Settlement Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at <<<SETTLEMENT ADMINISTRATOR URL>>>. You can also telephone or send an email to Class Counsel using the contact information listed above, or consult the Superior Court website by going to <https://www.tulare.courts.ca.gov/> and looking up the case number (Case No. VCU315822). You may also inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Tulare County Superior Court, located at 221 S. Mooney Blvd., Visalia, California 93291, during regular court hours. The Settlement Agreement is attached as Exhibit A to the Declaration of Daniel J. Brown in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, filed on <<<DATE PRELIMINARY APPROVAL MOTION FILED>>>.

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

REMINDER AS TO TIME LIMITS

The deadline for submitting a Request for Exclusion, a written objection, or any dispute is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON <<PRELIMINARY APPROVAL DATE>>.

EXHIBIT D

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_c^{1/2}$ Years Out of Law School $i_c^{1/2}$ is calculated from June 1 of each year, when most law students graduate. $i_c^{1/2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_c^{1/2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_c^{1/2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $i_c^{1/2}$ 4-7" on June 1, 1999, and tier $i_c^{1/2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT E

Unbilled Charges

Stansbury Brown Law, PC

All Dates

TRANSACTION DATE	TRANSACTION TYPE	NUM	POSTING (Y/N)	MEMO/DESCRIPTION	AMOUNT	BALANCE
0213 Mendoza, Miguel v Valmetal Tulare						
05/07/2024	Billable Expense Charge		No	Certified Mail	7.64	7.64
07/24/2024	Billable Expense Charge		No	Legal Research/Westlaw	2.31	9.95
08/26/2024	Billable Expense Charge		No		2.31	12.26
12/06/2024	Billable Expense Charge		No	PAGA Filing Fee	75.00	87.26
12/11/2024	Billable Expense Charge		No	Complaint - Accepted; Summons: Issued - Accepted; Civil Case Cover Sheet (CM-010) - Accepted	1,438.50	1,525.76
12/11/2024	Billable Expense Charge		No	Complaint - Accepted; Summons: Issued - Accepted; Civil Case Cover Sheet (CM-010) - Accepted	51.05	1,576.81
01/09/2025	Billable Expense Charge		No	Proof of Service - Accepted	3.50	1,580.31
01/09/2025	Billable Expense Charge		No	Proof of Service - Accepted	8.00	1,588.31
02/20/2025	Billable Expense Charge		No	P Mediation Fee	6,000.00	7,588.31
03/19/2025	Billable Expense Charge		No	Complaint: Amended - Accepted	3.50	7,591.81
03/19/2025	Billable Expense Charge		No	Complaint: Amended - Accepted	8.00	7,599.81
05/25/2025	Billable Expense Charge		No	Mediation Data Analysis	6,390.00	13,989.81
06/06/2025	Billable Expense Charge		No	print 190 pgs mediation data 5/26	47.50	14,037.31
07/21/2025	Billable Expense Charge		No	Stipulation and Order - Accepted	23.50	14,060.81
07/21/2025	Billable Expense Charge		No	Stipulation and Order - Accepted	8.60	14,069.41
Total for 0213 Mendoza, Miguel v Valmetal Tulare					\$14,069.41	
TOTAL					\$14,069.41	

EXHIBIT F



SBL Office <assistant@stansburybrownlaw.com>

Thank you for your Other Response or Document Submission

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: assistant@stansburybrownlaw.com

Thu, Jul 10, 2025 at 1:50 PM

07/10/2025 01:49:57 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm