

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

DANTE HENDERSON, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

BIZON GROUP, INC. a California
corporation; and DOES 1 through 50, Inclusive;

Defendants.

Case No. HG21115170

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: December 15, 2023

Time: 9:00 a.m.

Judge: Hon. Evelio Grillo

Dept.: 21

Reservation ID: 780156766364

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiff DANTE HENDERSON (hereafter "Plaintiff") in this wage and hour class action filed against
6 BIZON GROUP, INC. (hereinafter "Defendant").

7 2. This declaration is being submitted in support of Plaintiffs' motion for Preliminary
8 Approval of Class and PAGA Action Settlement.

9 **I. EXHIBITS**

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Class
11 Action and PAGA Settlement Agreement ("Agreement" or "Settlement Agreement"). Attached as
12 **Exhibit "A"** to the Agreement is a true and correct copy of the proposed Class Notice.

13 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
14 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
15 and Motion for Preliminary Approval of Class Action and PAGA Settlement evidencing Class
16 Counsel's compliance with California Labor Code Section 2699(1)(2).

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the JCL Law Firm "Firm
18 Resume" detailing some of the major cases the JCL Law Firm has undertaken.

19 **II. INTRODUCTION**

20 6. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
21 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
22 The Settlement confers substantial benefits to the Settlement Class Members. The relief offered by the
23 Settlement is particularly impressive when viewed against the difficulties encountered by plaintiffs
24 pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class
25 Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class
26 certification being denied or of Defendant prevailing at trial. The entire Net Settlement Amount will be
27 paid to all Participating Class Members who do not opt out of the Settlement resulting in an average
28 Individual Class Payment of **\$792.25**.

1 7. As discussed below, the proposed Settlement satisfies all criteria for preliminary
2 settlement approval and falls within the range of reasonableness. The average Individual Settlement
3 Payment to the Settlement Class Members meets awards in similar wage and hour class actions.
4 Moreover, the proposed Class is appropriate for provisional certification. Accordingly, Plaintiff
5 respectfully request the Court grant preliminary approval of the Settlement.

6 **III. FACTS AND PROCEDURE**

7 **A. Overview of the Litigation**

8 8. Defendant is in the business of manufacturing, marketing, and distributing specialty metal
9 containers. Plaintiff Henderson was employed by Defendant from August of 2020 to approximately
10 February 12, 2021, as a non-exempt employee. Declaration of Dante Henderson at ¶ 4. Plaintiff alleged
11 that he was denied legally compliant meal and rest periods and minimum wages and overtime
12 compensation during his employment, was not furnished with compliant wage statements, and was not
13 timely paid all wages due upon his separation of employment. Throughout his employment, Plaintiff
14 was subject to Defendant's written policies and procedures.

15 9. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to
16 provide compliant meal and rest periods, failed to furnish accurate itemized wage statements, and failed
17 to pay all wages upon separation. Defendant denies liability for each of Plaintiff's claims. Further,
18 Defendant asserts that it fully complied with all applicable employment laws and raised several other
19 significant defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest
20 period policies, compliant wage statements, and it timely paid all wages due upon separation of
21 employment.

22 10. On July 29, 2021, Plaintiff served Defendant and the Labor and Workforce Development
23 Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth
24 the facts and theories supporting Defendant's alleged violations of various provisions of the California
25 Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to
26 pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections
27 2698 *et seq* ("PAGA").

28 *///*

1 11. On October 7, 2021, Plaintiff filed a class action complaint in the Alameda County
2 Superior Court, Case No. HG21115170 (“Action”). The Action alleged ten causes of action against
3 Defendant for: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 17200, *et. seq.*; (2)
4 Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*, (3) Failure to Pay
5 Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (4) Failure to Provide Required
6 Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5)
7 Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the
8 Applicable IWC Wage Order; (6) Failure to Reimburse for Required Expenses in violation of Cal. Lab.
9 Code § 2802; (7) Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab Code
10 §226; (8) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203; (9)
11 Failure to Provide Reporting Time Pay in violation of Wage Order No. 5; and (10) Violation of the
12 Private Attorneys General Act [Labor Code §§ 2698, *et. seq.*] (“PAGA”).

13 12. The Parties agreed to mediate this action. To prepare for mediation, the Parties agreed to
14 informally produce additional documents and data points subject to the mediation privilege, including
15 but not limited to, the Class Members’ time data and certain payroll data points. As discussed *infra*,
16 Plaintiff’s counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze
17 Defendant’s time and payroll data.

18 13. On June 5, 2023, the Parties participated in a full day mediation with wage and hour class
19 and PAGA mediator Michael Loeb, Esq. The mediation concluded with a settlement, which was
20 subsequently memorialized in the form of a Memorandum of Understanding. Thereafter, the Parties
21 drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

22 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

23 14. Months before filing the Action, Class Counsel began its pre-filing investigation into
24 Plaintiff’s allegations. Class Counsel’s investigation started with several lengthy interviews with
25 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment,
26 including time and payroll records. At the conclusion of the interviews, Class Counsel determined that
27 Plaintiff’s complaints justified further inquiry.

28 ///

1 15. Class Counsel subsequently requested Plaintiff's employee file from Defendant. In
2 response, Defendant produced dozens of documents, including but not limited, copies of Plaintiff's
3 hiring documents and payroll and time records. Class Counsel reviewed and analyzed the documents
4 and determined the documents appeared to substantiate Plaintiff's claim that Defendant's failed to,
5 among other things, provide accurate wage statements and to provide compliant meal and rest periods.

6 16. To prepare for mediation, Defendant produced the time and payroll records for the Class
7 Members, aggregate workweek and pay period data for the Class Members, average hourly rate for the
8 Class Members, and copies of applicable handbooks, policies, and agreements.

9 17. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
10 Members' payroll and time data. BCG provides data analysis and damage modeling consulting
11 services, specializing in wage and hour class actions. BCG's team of financial and data analysts are
12 credentialed and experienced experts in their fields and have provided their expertise on thousands of
13 cases.

14 18. BCG analyzed Defendant's time and payroll data to assist in the development of various
15 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
16 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
17 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated
18 meal and rest periods.

19 19. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
20 determining Plaintiff's suitability as a putative class representative through interviews, background
21 investigations, and analysis of his employment file; (2) evaluating all of Plaintiff's potential claims; (3)
22 researching similar wage and hour class actions as to the claims brought, the nature of the positions,
23 and the type of employer; (4) analyzing the Class Member's time and payroll records; (5) analyzing
24 Defendant's labor policies and practices; (6) researching settlements in similar cases as well as
25 outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and
26 estimating Defendant's liability for purposes of settlement; (8) drafting the mediation brief; and (9)
27 participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and
28

1 magnitude of the claims being settled, as well as the impediments to recovery, such as to make an
2 independent assessment of the reasonableness of the terms to which the Parties have agreed.

3 20. Class Counsel only agreed to enter the Settlement following this thorough investigation
4 and evaluation of Plaintiff's claims. Based on its investigation of the facts, applicable law, and
5 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
6 associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe
7 this Agreement to be in the best interests of the Class Members. Because the Settlement's terms are
8 fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

9 **C. The Parties Settled at Mediation**

10 21. On June 5, 2023, the Parties conducted a full day of mediation with Michael Loeb, Esq.
11 Mediator Loeb helped manage the Parties' expectations and provided a useful, neutral analysis of the
12 issues and risks to both sides. The Parties made substantial progress with Mediator Loeb's assistance.
13 Namely, the Parties exchanged information regarding their respective claims and defenses, including
14 their respective evaluation of the damages. The mediation concluded with a settlement. The complete
15 and final terms of the Parties' settlement are now set forth in the Agreement. Class Counsel submits
16 that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

17 22. The Parties participated in mediation the highly respected mediator Michael Loeb, Esq.
18 Mediator Loeb managed the Parties' expectations and provided a useful, neutral analysis of the issues
19 and risks to both sides. After a full day of mediated negotiations, the Parties reached an agreement and
20 the mediation session concluded with a settlement.

21 23. The Parties then engaged in negotiations regarding the written terms of the Settlement.
22 The Agreement is the final product of the mediated negotiations. Objectively, the Settlement terms are
23 fair, adequate and represent a reasonable compromise of the claims at issue.

24 **IV. ARGUMENT**

25 **A. The Court Should Preliminarily Approve the Settlement**

26 24. Class Counsel conducted a very thorough investigation into the factual and legal issues
27 in dispute. In addition to informal discovery, document review, data analysis and legal research, Class
28 Counsel also researched similar wage and hour actions. Although no two cases are identical, this

1 research provided Class Counsel with a marker to inform settlement discussions and, ultimately, to
2 measure this settlement against. The investigation allowed Class Counsel to realistically assess the
3 value of Plaintiff's claims and intelligently engage defense counsel in settlement discussions that
4 culminated in the proposed settlement now before the Court.

5 25. Class Counsel only agreed to enter the Settlement following their thorough investigation
6 and evaluation of Plaintiff's claims. Based on this investigation of the facts, applicable law, and
7 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
8 with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believes this
9 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
10 reasonable, and adequate, the Court should preliminarily approve the Settlement.

11 26. The Gross Settlement Amount of \$385,000.00 is fair and reasonable considering the
12 nature and magnitude of the claims being settled and the various potential impediments to recovery.
13 Prior to mediation, Class Counsel retained Berger Consulting Group to develop economic damage
14 models measuring Defendant's liability exposure while accounting for the uncertainties of continued
15 litigation. The various models were informed by Class Counsel's investigation, including the analysis
16 of a significant sample of time and payroll data. Class Counsel projected Defendant's liability exposure
17 for *class claims* (excluding PAGA penalties) ranged between \$884,154.80 ("Realistic Damages") and
18 \$2,704,219.00 ("Maximum Damages") if successful at trial. This range reflects the uncertainty
19 regarding several of the claims. Thus, the Gross Settlement Amount represents a recovery of between
20 43.5% ("Realistic Damages") and 14.2% ("Maximum Damages") of Defendant's class-wide exposure
21 – well within the recognized range of reasonableness. The following summarizes Defendant's liability
22 exposure.

23 27. Plaintiff's primary claim in this Action alleges that Defendant failed to provide compliant
24 meal periods. Plaintiff's expert made the following notable findings with respect to Defendant's meal
25 break violations: nearly half (49.7%) of all shifts analyzed included a meal break violation. This
26 includes 36.1% of shifts where the first meal break was taken after the end of the fifth hour of work.
27 Plaintiff's expert also found that 100% of all shifts between 10 and 12 hours did not include a second
28 recorded meal period. Defendant raised a number of defenses, including that in shifts exceeding 5 hours

1 but less than 6 hours, employees voluntarily waived their meal periods, and that in shifts exceeding 10
2 hours but less than 12 hours, employees voluntarily waived their second meal periods. Defendants also
3 argued, among other things, that they provided all their employees with the opportunity to take
4 compliant meal periods, and that they maintained facially compliant meal period policies. Thus,
5 Defendant argued that any missed meal periods were voluntarily and did not trigger liability for
6 premium payments. Defendant further argued that any claimed violations required a highly
7 individualized inquiry not suitable to class treatment. Taking Defendant's defenses into account,
8 Plaintiff applied a 50% discount to this claim. Plaintiff estimated that the damages for this claim ranged
9 from approximately \$325,428 dollars to approximately \$650,856 dollars.

10 28. Plaintiff also alleged that Defendant failed to provide compliant rest periods.
11 Specifically, Plaintiff alleged that Class Members were often not afforded the opportunity to take a
12 complaint rest period due to their rigorous work load requirements and understaffing and that they were
13 required on premises during rest breaks. Defendants denied liability and asserted that it maintained
14 legally compliant rest period practices throughout the Class Period. Moreover, Plaintiff recognized the
15 evidentiary burdens establishing this claim. Establishing Plaintiff's rest period claim would rely, almost
16 entirely, on Class Member testimony, making it a riskier claim at class certification and liability stages.
17 Certification likely would have required depositions of Class Members who provided declarations, and
18 Defendant surely would have obtained opposing declarations stating either rest breaks were taken, or
19 rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013)
20 2013 WL 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's evidence
21 that defendant may have an illegal, written rest break policy is insufficient for this Court to find that
22 common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012)
23 2012 WL 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the written policy does not
24 generate uniform practices."). Taking these defenses into account, Plaintiff's damages model applied a
25 discount to Plaintiff's rest break claim to mirror Plaintiff's meal break claim. Plaintiff estimated
26 Defendants' exposure for this claim to be between approximately \$325,428 dollars to approximately
27 \$650,856 dollars.

28 ///

1 29. Plaintiff also alleged that Defendant failed to pay its employees for all hours worked.
2 Specifically, Plaintiff asserted that Class Members were required to work “off-the-clock” because 1)
3 Class Members had to wait in line to clock in for their shifts; and 2) Class Members had to undergo a
4 COVID-19 screening prior to clocking in; 3) Class Members donned and doffed safety equipment off
5 the clock. Defendant vigorously denied liability for this claim. Defendant asserted that it had in place
6 a policy requiring its employees to accurately record all their time worked daily and argued that such
7 policies and procedures required its employees not to work while off the clock. Further, Defendant
8 argued that the off-the-clock claim was not suitable to class treatment because individualized issues
9 predominated. For example, even assuming Plaintiff performed work while off-the-clock, which
10 Defendant disputes, the time spent would vary drastically from class member to class member that it
11 could not be established by common proof. Plaintiff recognized the risks and uncertainties of certifying
12 this claim. Plaintiff estimated Defendant’s exposure for this claim ranged between \$43,675 dollars and
13 \$54,594 dollars.

14 30. Plaintiff also alleged that Defendant failed to furnish its employees with accurate itemized
15 wage statements. Specifically, Plaintiff alleges that Defendant’s wage statements did not properly
16 identify Bizon Group, Inc. as the legal entity that is the employer, and instead listed an unregistered
17 d.b.a. for Bizon Group, Inc. Defendant maintains that its wage statements are compliant, and further
18 argued that Plaintiff cannot show that Class Members suffered an “injury” because of wage statement
19 violations, as required by Labor Code section 226. Taking Defendant’s defenses into account, Plaintiff
20 discounted this claim 50%. Plaintiff estimated that Defendant’s exposure on this claim ranged between
21 \$91,387.40 dollars and \$365,550.00 dollars.

22 31. Plaintiff also alleged that the Defendant’s labor code violations resulted in derivative
23 liability for waiting time penalties. Although these *penalties* represented Defendant’s largest dollar
24 amount of exposure, this is Plaintiff’s most uncertain claim. Specifically, Defendant argued that
25 Plaintiff could not prove the “willful” prong needed to obtain waiting time penalties under Labor Code
26 section 203. Notwithstanding the uncertain nature of the claims, Class Counsel’s Realistic Model
27 discounted the waiting time penalty claim by 90% and estimated Defendant’s exposure for these claims
28 ranged between \$98,236.30 dollars and \$982,363.00 dollars.

1 32. Class Counsel's damage models also estimated Defendant's exposure for PAGA
2 penalties. At the time of mediation, Plaintiff estimated Defendant's PAGA exposure ranged between
3 \$38,950.00 dollars and \$2,254,300.00 dollars.

4 33. Here, the Parties negotiated a good faith PAGA Settlement Payment in the amount of
5 \$40,000.00 which is 10.4% of the Gross Settlement Amount. This amount falls well within the range
6 of PAGA penalties approved by courts and should be approved. The LWDA Payment represents
7 seventy-five percent (75%) of the PAGA penalties (\$30,000.00) and will be paid to the LWDA. The
8 remaining twenty-five percent (25%) (\$10,000.00) represents the amount that will be distributed to the
9 Aggrieved Employees.

10 **B. Inherent Risks of Continued Litigation Support Preliminary Approval**

11 34. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the
12 certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates,*
13 *Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed, and remanded a \$110
14 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the
15 trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies, Inc.*
16 (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
17 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
18 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
19 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
20 individualized questions of fact not susceptible to class treatment."); *a.S.A. Cab Ltd.* (2009) 176
21 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to
22 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
23 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
24 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
25 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
26 certification of driver meal and rest period claims based on the predominance of individual issues).
27 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
28

1 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
2 settlement.

3 35. Continuing to litigate this action would require continued and extensive resources
4 coupled with significant Court time to proceed through trial and post-trial motions; which can often
5 take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates
6 extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at
7 trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that
8 Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d 668,
9 the risk of an appeal and subsequent reversal is real.

10 36. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$385,000.00 that
11 is roughly between approximately 43.5% of Defendant's *class-wide* liability exposure for damages, and
12 approximately 14.2% of Defendant's maximum class-wide liability exposure for damages and statutory
13 penalties. Given the amount of the settlement here, as compared to potential value of the claims, offset
14 by the various inherent risks to continued litigation, the settlement is fair and reasonable.

15 **C. Proposed Notice Informs the Class About the Case and Settlement**

16 37. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
17 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
18 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
19 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the
20 procedure, and time period within which to requests for exclusions or objections to the Settlement, the
21 date for the final approval hearing, the formula used to calculate settlement payments, and the terms
22 and scope of the Released Claims. Agreement at § 1.10. The Parties negotiated this method to ensure
23 delivering the most reasonable method of notice to the Class Members while ensuring cost effective
24 administration of the Settlement.

25 38. Accordingly, both the method of disseminating the Class Notice and content of the Class
26 Notice satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d
27 460,485 (the class notice must "fairly apprise the class members of the terms of the proposed
28 compromise and of the options open to dissenting class members.").)

1 **D. The Court Should Preliminarily Approve the Class Representative Service Award**

2 39. The Settlement provides for a Service Award of \$10,000.00 to Plaintiff. The Service
3 Award is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Class
4 Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of his
5 case and the strategies for prosecuting the claims, reviewing the proposed Settlement to ensure that its
6 terms are fair and provide adequate relief for the Participating Class Members, and agreeing to provide
7 Defendant a general release of all claims arising out of their employment.

8 40. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Service
9 Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the
10 above showing is sufficient for preliminary approval of the negotiated Service Award.

11 **E. The Court Should Preliminary Approve the Negotiated Class Counsel Award**

12 41. Class Counsel took this matter on a contingency fee basis and invested significant time
13 and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average
14 Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class
15 Members. Considering the positive outcome for the Class Members, and in light of the supporting
16 authority, the proposed Attorneys' Fees and Litigation Costs are fair and reasonable.

17 42. Plaintiff will file a formal motion for the negotiated Attorneys' Fees and Litigation Costs
18 once preliminary approval of the Settlement is granted. Plaintiff respectfully submit that the above
19 showing is sufficient for preliminary approval of the negotiated attorneys' fees.

20 **F. The Court Should Provisionally Certify the Settlement Class**

21 43. For Settlement purposes only, Plaintiff contends, and Defendant does not dispute, that
22 provisional certification of the Class is appropriate.

23 44. Because all Class Members are Defendant's current and former employees, the class is
24 readily ascertainable from Defendant's regular business records, i.e., payroll records.

25 45. The statutes relating to each of Plaintiff's claims apply with equal force and effect to the
26 entire Class. Factually, Defendant's policies and practices apply class-wide and Defendant's liability
27 can be determined by facts common to all members of the class. The wage and hour issues are both
28

1 numerous and substantial, and a class action is the most advantageous method of dealing with the claims
2 of the Settlement Class Members.

3 46. Plaintiff's wage and hour claims are typical of the proposed Class because they arise from
4 the same factual basis and are based on the same legal theories applicable to the other Class Members.
5 Likewise, Plaintiff's interests are entirely coextensive with the interests of the Class. Plaintiff allege
6 that she was injured by the same company-wide practices to which the proposed Class Members were
7 subject to and seek the same relief. Plaintiff has already demonstrated his ability to advocate for the
8 interests of the Class Member by initiating this litigation, undertaking extensive class discovery, and
9 evaluating the proposed settlement to assure that it is fair.

10 47. A class action is superior to a multitude of individual lawsuits. Given the size and amount
11 of each individual claim, the Class Members likely have little incentive to litigate their claims on an
12 individual basis because the out-of-pocket expense and personal commitment necessary to litigate each
13 claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case
14 adjudication.

15 **G. Class Counsel's Experience**

16 48. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented
17 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
18 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
19 consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-
20 party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
21 (Partner/Owner), Sydney Castillo-Johnson (Associate Attorney), Monnett De La Torre (Associate
22 Attorney), Kelli McTague (Law Clerk), Perssia Razma (Law Clerk), Tesla Stone (Paralegal), Jennifer
23 Heming (Paralegal), Laura Gonzalez Mendez (Paralegal), and Madelyn Uchiyama (Legal Assistant).

24 49. I am qualified to represent the Plaintiff, the Class Members, the State of California and
25 the Aggrieved Employees. I have extensive experience with wage and hour class and representative
26 actions litigation like this matter, and employment matters in general. Additionally, I have extensive
27 complex mass tort litigation experience and complex construction product liability experience. I can,
28

1 will and have adequately represented the interests of the Plaintiff, the State of California and the
2 Aggrieved Employees throughout this action.

3 50. I have represented consumers and employees in California class actions, and complex
4 multi-party product liability actions exclusively for more than 13 years. I have been in practice as a
5 plaintiffs' civil litigation attorney since April 2007.

6 51. I have significant class counsel and collective action counsel experience. My credentials
7 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 3.

8 52. Since 2010, my firm has successfully resolved more than sixty (65) cases and recovered
9 in excess of \$75 million on behalf of the Firm's clients.

10 53. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
11 favorable verdict for the firm's clients.

12 54. Finally, I have published appellate experience in *William Blanchette et al., v. The*
13 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

14 55. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising
15 Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising
16 Star list recognizes the top 2.5% of eligible attorneys. (see
17 https://www.superlawyers.com/about/selection_process.html.)

18 I declare under the penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct. Executed this 20th day of November 2023, at San Diego, California.

20
21 **JCL LAW FIRM, APC**

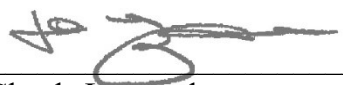
22 By: 
23 Jean-Claude Lapuyade
24 Attorneys for Plaintiff
25
26
27
28

EXHIBIT 1

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Vedang J. Patel (SBN 328647)

vedang@tomorrowlaw.com

Iona Levin (SBN 294657)

iona@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Facsimile: (858) 404-92013

shani@zakaylaw.com

jackland@zakaylaw.com

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar #290527)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

egarcia@jcl-lawfirm.com

Attorneys for Plaintiff, DANTE HENDERSON,
on behalf of himself and all others similarly situated
and aggrieved

Other Attorneys on Next Page

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

DANTE HENDERSON, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

BIZON GROUP, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: HG21115170

[Assigned for all purposes to the Hon.
Evelio Grillo in Dept. 21]

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

ACTION FILED: October 7, 2021
TRIAL DATE: None set

ONGARO, PC

David Ongaro (SBN 154698)
Martin Gattas (SBN 316898)
dongaro@ongaropc.com
mgattas@ongaropc.com
1604 Union Street,
San Francisco, California 94123
Tel: (415)-433-3900; Fax: (415)-433-3950

PAMELA ROSS LEGAL SERVICES

Pamela Ross (SBN 282627)
pamelarosslegal@gmail.com
rosslegalassistant@gmail.com
3137 Castro Valley Boulevard, Ste 210
Castro Valley, CA 94546
Tel: (510)-397-9220; Fax: (510)-999-7985
Counsel for Defendant, BIZON GROUP, INC.

This Joint Stipulation Re: Class Action and Representative Action Settlement (“Settlement,” “Agreement” or “Settlement Agreement”) is made by and between plaintiff DANTE HENDERSON (“Plaintiff”), on behalf of himself and all others similarly situated and aggrieved, on one hand; and defendant BIZON GROUP, INC. (“Defendant”), on the other hand, in the lawsuit entitled *Henderson v. Bizon Group, Inc.*, filed in Alameda County Superior Court, Case No. HG21115170 (the “Action”). Plaintiff and Defendant shall be, at times, collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

A. “**Action**” means the action entitled *Henderson v. Bizon Group, Inc.*, filed in Alameda County Superior Court, Case No. HG21115170.

B. “**Aggrieved Employees**” means Class Members working for Defendant, as non-exempt, hourly-paid employees during the PAGA Period in the State of California.

C. “**Class Counsel**” means David D. Bibiyan and Jeffrey D. Klein of Bibiyan Law Group, P.C; Shani O. Zakay of Zakay Law Group, APLC; and Jean-Claude Lapuyade of JCL Law Firm, APC. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

D. “**Class Members**,” “**Settlement Class**,” or “**Settlement Class Members**” means all persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency or professional employer organization, as non-exempt, hourly-paid employees, at any time during the Class Period in the State of California.

E. “**Class Period**” means the period from October 7, 2017 through October 7, 2023.

F. “**Class Notice**” means and refers to the notice sent to Class Members after preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this Agreement.

G. “**Court**” means the Superior Court of the State of California for the County of Alameda.

H. “**Final Approval Date**” means the later of: (1) the date the Court signs an Order granting final approval of this Settlement (“Final Approval”) and Judgment and, whether or not there are any objectors or intervenors, the time for any appeal from the Court’s granting of Final Approval has expired without an appeal; (2) to the extent any appeals have been filed, the date on which they have been finally resolved or exhausted and the settlement remains intact following the appeal. “**Defendant**” means Bizon Group, Inc.

I. “**Employer Taxes**” means employer-funded taxes and contributions imposed on the wage portions of the Individual Settlement Payments under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes and contributions required of employers, such as for unemployment insurance.

J. “**General Release**” means the broader release of claims by Plaintiff, which is in addition to Plaintiff’s limited release of claims as a Participating Class Member.

K. “**Gross Settlement Amount**” means a non-reversionary fund in the sum of Three Hundred Eighty-Five Thousand Dollars and Zero Cents (\$385,000.00),¹ which shall be paid by Defendant on September 30, 2024, from which all payments for the Individual Settlement Payments to Participating Class Members, the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel, Settlement Administration Costs, the Service Award, the individual PAGA Payments and the LWDA Payment shall be paid. The Gross Settlement Amount is the maximum Defendant shall pay to resolve this matter, except as provided for in Paragraph 17 of this Agreement. The Gross Settlement Fund expressly excludes Employer Taxes, which shall be paid by Defendant separate, apart and in addition to the Gross Settlement Amount.

¹ As the same may be increased in accordance with Paragraph 17 below.

L. “Individual PAGA Payment” means a payment made to an Aggrieved Employee for his or her share of the PAGA Payment, which may be in addition to his or her Individual Settlement Share if he or she is also a Participating Class Member.

M. “Individual Settlement Payment” means a payment to a Participating Class Member of his or her net share of the Net Settlement Amount.

N. “Individual Settlement Share” means the gross amount of the Net Settlement Amount that a Participating Class Member is projected to receive based on the number of Workweeks that he or she worked as a Settlement Class Member during the Class Period, which shall be reflected in his or her Class Notice.

O. “LWDA Payment” means the payment to the State of California Labor and Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total amount allocated toward penalties under the PAGA, all of which is to be paid from the Gross Settlement Amount. The Parties have agreed that Forty Thousand Dollars and Zero Cents (\$40,000.00) shall be allocated toward PAGA penalties, of which Thirty Thousand Dollars and Zero Cents (\$30,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Ten Thousand Dollars and Zero Cents (\$10,000.00) will be paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked for Defendant as a non-exempt, hourly-paid employee in California in the PAGA Period (*i.e.* the PAGA Payment).

P. “Net Settlement Amount” means the portion of the Gross Settlement Amount that is available for distribution to the Participating Class Members after deductions for the Court-approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA Payment and the PAGA Payment.

Q. “Operative Complaint” or “Complaint” means the First Amended Complaint to be filed in the Action.

R. “PAGA Payment” is the 25% portion of the Forty Thousand Dollars and Zero Cents (\$40,000.00) that is allocated toward PAGA penalties (Ten Thousand Dollars and Zero Cents

(\$10,000.00)) that will be paid to Aggrieved Employees on a *pro rata* basis based on the Workweeks worked as non-exempt, hourly-paid employees in California in the PAGA Period, which would be in addition to their Individual Settlement Payment if they are Participating Class Members, as well.

S. “PAGA Period” means the period from July 29, 2020 through October 7, 2023.

T. “Participating Class Members” means all Settlement Class Members who do not submit a timely and valid Request for Exclusion.

U. “Participating Individual Settlement Share” means the gross amount of the Net Settlement Amount that a Participating Class Member is eligible to receive based on the number of Workweeks that he or she worked as a Settlement Class Member during the Class Period once all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

V. “Plaintiff,” “Named Plaintiff” or “Class Representative” shall refer to Plaintiff Dante Henderson.

W. “Preliminary Approval Date” means the date on which the Court enters an Order granting preliminary approval of the Settlement.

X. “Released Parties” shall mean Defendant and its parent, subsidiary and related entities, and their past and present owners, officers, directors, shareholders, partners, managers, employees, agents, representatives, assigns, and subsidiaries.

Y. “Response Deadline” means the deadline for Settlement Class Members to mail any Requests for Exclusion, Objections or Workweek Disputes to the Settlement Administrator, which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which to postmark a Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the exclusive means for determining whether a Request for Exclusion, Objection or Workweek Dispute was submitted by the Response Deadline.

Z. “Request for Exclusion” means a written request to be excluded from the Settlement Class pursuant to Paragraph 9(C) below.

AA. “Service Award” means monetary amounts to be paid to Plaintiff of up to Ten Thousand Dollars and Zero Cents (\$10,000.00), which, subject to Court approval, will be paid out of the Gross Settlement Amount.

BB. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, translating the Class Notice to Spanish, distribution of the Class Notice to the Settlement Class in English and Spanish, calculating Individual Settlement Shares, Individual Settlement Payments, Individual PAGA Payments and Participating Individual Settlement Shares, as well as associated taxes and withholdings, providing declarations, generating Individual Settlement Payment checks and related tax reporting forms, doing administrative work related to unclaimed checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’ fees and reimbursement of litigation costs and expenses, to Plaintiff for his Service Award and to the LWDA for the LWDA Payment, providing weekly reports of opt-outs, objections and related information, and any other actions of the Settlement Administrator as set forth in this Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated not to exceed \$,6000. If the actual amount of the Settlement Administration Costs is less than \$6,000, the difference between \$6,000 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$6,000, then such excess will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.

CC. “Settlement Administrator” means the Third-Party Administrator selected by the Plaintiff that will be responsible for the administration of the Settlement including, without limitation, translating the Class Notice in Spanish, distribution of the Individual Settlement Payments to be made by Defendant from the Gross Settlement Amount and related matters under this Agreement.

DD. “**Workweeks**” means the number of weeks that a Settlement Class Member actually worked for Defendant in a non-exempt, hourly-paid position during the Class Period in California, based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).

EE. “**Payment Due Date**” means the date settlement funds must be deposited with the administrator, which is September 30, 2024, or the Final Approval Date, whichever occurs later.

2. BACKGROUND

A. On July 29, 2021, Plaintiff filed a Notice of Violation with the Labor and Workforce Development Agency (LWDA) and served the same on Defendant.

B. On October 7, 2021, Plaintiff filed the Action, alleging claims for:

- (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*;
- (2) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510, *et seq.*;
- (3) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
- (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
- (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order;
- (6) Failure to Reimburse Plaintiff for Required Expenses in Violation of Cal. Lab. Code § 2802;
- (7) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226;
- (8) Failure to Pay Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 & 203;
- (9) Failure to Provide Reporting Time Pay in violation of Wage Order No. 5;

(10) Violation of the Private Attorneys General act [Labor Code §§ 2698, *et seq.*].

C. The Class Representative believes he has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

D. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages, and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment, and that this Action is not manageable as a class action or PAGA representative action. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

E. The Class Representative is represented by Class Counsel. Class Counsel have conducted significant investigation of the law and facts relating to the claims asserted in the Action and in the PAGA Notice, and have concluded that the Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account the sharply contested issues involved, the expense and time necessary to litigate the Action through trial and any appeals, the risks and costs of further litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits to be received by Settlement Class Members.

F. Defendant has concluded that, because of the substantial expense of defending against the Action, the length of time necessary to resolve the issues presented herein, the inconvenience involved and the concomitant disruption to its business operations, it is in its best interest to accept the terms of this Agreement. Defendant denies each of the allegations and claims asserted against them in the Action and in the PAGA Notice. However, Defendant nevertheless desires to settle the Action for the purpose of avoiding the burden, expense and uncertainty of

continuing litigation, and for the purpose of putting to rest the controversies engendered by the Action.

G. On June 5, 2023, the Parties participated in mediation with Michale Loeb, an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement, which was subsequently memorialized in the form of a Memorandum of Understanding.

H. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class Members have any merit or that Defendant bears any liability to Plaintiff or the Class Members on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

I. The Parties believe that the Settlement is fair, reasonable, and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

J. This Agreement is intended to and does effectuate the full, final and complete resolution of all Class Released Claims (as defined in Section 7. A.) of Plaintiff and Participating Class Members, and all PAGA Released Claims (as defined in Section 7. B.) of Plaintiff and, to the extent permitted by law, of the State of California and Aggrieved Employees.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment pursuant to California Rules of Court, rule 3.769, subdivision (h).

4. STIPULATION OF CLASS CERTIFICATION

The Parties stipulate to the certification of the Settlement Class under this Agreement for purposes of settlement only. To the extent that Final Approval of the Settlement is not granted, the class will not be deemed certified, and the Parties will return to the same position they were in prior to entering this Settlement Agreement.

5. MOTIONS FOR APPROVAL OF SETTLEMENT

Within thirty (30) days from the full execution of this Agreement, Plaintiff will move for an order granting preliminary approval of the Settlement, approving and directing the mailing of the proposed Notice of Class Action Settlement (“Class Notice”) attached hereto as **Exhibit “A,”** conditionally certifying the Settlement Class for settlement purposes only, and approving the deadlines proposed by the Parties for the submission of Requests for Exclusion, Workweek Disputes and Objections. If and when the Court preliminarily approves the Settlement, and after administration of the Class Notice in a manner consistent with the Court’s Preliminary Approval Order, Plaintiff will move for an order finally approving the Settlement and seek entry of a Judgment in line with this Settlement. The Parties may both respond to any Objections lodged to final approval of the Settlement up to five (5) court days before the Final Approval Hearing.

6. STATEMENT OF NO ADMISSION

Defendant denies any wrongdoing of any sort and further denies any liability to Plaintiff and the Settlement Class with respect to any claims or allegations asserted in the Action and the PAGA Notice. This Agreement shall not be deemed an admission by Defendant of any claims or allegations asserted in the Action or in the PAGA Notice. Except as set forth elsewhere herein, in the event that this Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights or remedies, or defenses in the Action or in the PAGA Notice, and Defendants will not be deemed to have waived, limited or affected in any way any of their objections or defenses in the Action and in the PAGA Notice. The Parties shall not stipulate to class certification and shall be restored to their respective positions in the Action prior to the entry of this Settlement. Payment of

wages under this Settlement neither extend nor alter the Class Members' period of employment with Defendant for any purpose.

7. RELEASE OF CLAIMS

A. Release by All Participating Class Members

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator of the full Gross Settlement Amount and Employers Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members release all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period, for the claims brought in the Action, or that could have been brought against Defendant in the Action, based on the facts alleged therein, including, without limitation, any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Class Action, and any claim for penalties associated therewith, except for claims for PAGA penalties, which are separately released hereinbelow, including without limitation to, claims for restitution and other equitable relief; claims for unpaid minimum wages, wages, and overtime wages; failure to properly calculate the regular rate; failure to properly calculate overtime; failure to provide rest periods or meal periods or to provide compensation in lieu thereof; meal period penalties; rest period penalties; waiting time penalties; penalties for unpaid minimum wages, wages, or overtime wages; penalties for incomplete payroll records and wage statements; failure to timely pay final wages; failure to pay split shift premiums, failure to reimburse for business expenses; wage statement violations; failure to provide accurate wage statements; failure to comply with California's Paid Sick Leave laws, including the notice requirements thereof; failure to maintain required records; claims relating to the failure to provide personnel files and wage statements; interest on any claim and claims for unfair competition arising from the Labor Code violations alleged in the Operative Complaint (the "Class Released Claims").

B. Release by LWDA and All Aggrieved Employees

On behalf of the LWDA and to the extent permitted by law for Aggrieved Employees and, the State of California, the release includes a release of all claims asserted in the PAGA Notice and in the Operative Complaint, or that could have been based on the factual allegations asserted in the PAGA Notice and the Operative Complaint for PAGA civil penalties brought under the Private Attorney General Act of 2004 (the “PAGA Released Claims”). The Class Released Claims and PAGA Released Claims shall be referred to herein as the “Released Claims”.

The Scope of Settlement and the release of claims herein is intentionally intended by the Parties to be as broad as possible and include “all claims,” which is expressly intended by the Parties to “includ[e] ‘claims that are not expressly enumerated in the release’” as recognized by the Court of Appeal in *Villacres v. ABM Industries, Inc.* ((2010) 189 Cal.App.4th 562, 587 [acknowledging broad waiver of potential claims, including PAGA-based claims].) Thus, the Parties intend this release to cover all claims for PAGA penalties based on the allegations raised by Plaintiffs, including the LWDA, and all transactions and occurrences upon which those claims were based, including all civil penalties sought on behalf of the LWDA under PAGA (including, but expressly not limited to, relief demanded for alleged violations of Labor Code sections 201, 202, 203, 203.1, 204, 204a, 210, 223, 226, 226.7, 246, 432, 432.5, 432.6, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800 and 2802, as well as alleged violations of IWC Wage Orders), and all costs and attorneys’ fees related thereto.

C. Claims Not Released

The releases above expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and any other claims outside of the Class Released Claims of Participating Class Members arising during the Class Period and the PAGA Released Claims of Aggrieved Employees (and, to the extent permitted by law, the State of California) arising outside of the PAGA Period.

D. General Release

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator selected of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, in addition to the Released Claims, Plaintiff makes the additional following General Release: Plaintiff releases the Released Parties from all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, law or regulation arising out of, relating to, or in connection with any act or omission of the Released Parties through the date of full execution of this Agreement in connection with Plaintiff's employment with Defendant or termination thereof, except for any and all other claims that may not be released as a matter of law through this Agreement. To the extent of the General Release provided herein, Plaintiff stipulates and agrees that, upon entry of an Order granting Final Approval of the Settlement, entry of Judgment and payment by Defendant to the Settlement Administrator selected of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiff expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, 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.

8. SETTLEMENT ADMINISTRATOR

A. Plaintiff, through Class Counsel, have selected Apex Class Action LLC to administer the Settlement, which includes, but is not limited to, translating the Class Notice to Spanish, distributing and responding to inquiries about the Class Notice, and calculating all amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement Administrator,

currently estimated to be \$6,000, will be paid from the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is less than \$6,000, the difference between \$6,000 and the actual Settlement Administration Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed \$6,000, then such excess will be paid solely from the Gross Settlement Amount and Defendant will not be responsible for paying any additional funds in order to pay these additional costs.

9. NOTICE, WORKWEEK DISPUTE, OBJECTION AND EXCLUSION
PROCESS

A. Notice to the Settlement Class Members

(1) Within ten (10) calendar days after the Preliminary Approval Date, Defendant's Counsel shall provide the Settlement Administrator with information with respect to each Settlement Class Member, including his or her: (1) name; (2) last known address(es) currently in Defendant's possession, custody or control; (3) last known telephone number(s) currently in Defendant's possession, custody or control; (4) last known Social Security Number(s) in Defendant's possession, custody or control; and (5) the dates of employment (*i.e.*, hire dates and, if applicable, re-hire date(s) and/or separation date(s)) for each Settlement Class Member ("Class List"). The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly found addresses, if any. Within seven (7) calendar days or soon thereafter of receiving the Class List from Defendant, the Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall maintain the Class List and digital copies of all the Settlement Administrator's records evidencing the giving of notice to any Settlement Class Member for at least four (4) years from the Final Approval Date.

(2) The Class Notice will set forth:

- (a) the Settlement Class Member's estimated Individual Settlement Payment and Individual PAGA Payment, and

- the basis for each;
- (b) the information required by California Rules of Court, rule 3.766, subdivision (d);
- (c) the material terms of the Settlement;
- (d) the proposed Settlement Administration Costs;
- (e) the definition of the Settlement Class;
- (f) a statement that the Court has preliminarily approved the Settlement;
- (g) how the Settlement Class Member can obtain additional information, including contact information for Class Counsel;
- (h) information regarding opt-out and objection procedures;
- (i) the date and location of the Final Approval Hearing; and
- (j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks worked as set forth on his or her Class Notice (“Workweek Dispute”). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt

of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class Member within three (3) business days. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

(4) No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion and Objections received by the Settlement Administrator.

B. Objections

Only Participating Class Members may object to the Settlement. In order for any Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do so by mailing a written objection to the Settlement Administrator at the address or phone number provided on the Class Notice no later than the Response Deadline. The Settlement Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection should set forth in writing: (1) the Objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the Objection, along with whatever legal authority, if any, the Objector asserts in support of the Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member will remain a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class Member will be bound by the terms of the Settlement in the same way and to the same extent as a Settlement Class Member who does not object. The date of mailing of the Class Notice to the objecting Settlement Class Member shall be

conclusively determined according to the records of the Settlement Administrator. Settlement Class Members need not object in writing to be heard at the Final Approval Hearing; they may object or comment in person at the hearing at their own expense. Class Counsel and Defendant's Counsel may respond to any objection lodged with the Court up to five (5) court days before the Final Approval Hearing.

C. Requesting Exclusion

Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the Settlement by mailing a written request to be excluded from the Settlement ("Request for Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline. To be valid, a Request for Exclusion must include: (1) the Class Member's name; (2) the last four (4) digits of the Class Member's Social Security Number; (3) the Class Member's signature; and (4) the following statement: "Please exclude me from the Settlement Class in the *Henderson v. Bizon Group, Inc.* matter," or any statement of similar meaning standing for the proposition that the Class Member does not wish to participate in the Settlement. The Settlement Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel and Defendant's Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class Member who requests exclusion using this procedure will not be entitled to receive any payment from the Settlement and will not be bound by the Settlement Agreement or have any right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a Settlement Class Member submits an Objection and a Request for Exclusion, the Request for Exclusion will control and the Objection will be overruled. Settlement Class Members who worked during the PAGA Period as Aggrieved Employees that submit a valid

Request for Exclusion will still be deemed Aggrieved Employees, will still receive their Individual PAGA Payments, and will be bound by the release of the PAGA Released Claims.

D. Disputes Regarding Settlement Class Members' Workweek Data

Each Settlement Class Member may dispute the number of Workweeks attributed to him or her on his or her Class Notice ("Workweek Dispute"). Any such disputes must be mailed to the Settlement Administrator by the Settlement Class Member, postmarked on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all disputes to Class Counsel and counsel for Defendant and shall immediately attempt to resolve all such disputes directly with relevant Settlement Class Member(s) with the assistance of Defendant and Class Counsel. If the dispute cannot be resolved in this manner, the Court shall adjudicate the dispute.

10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks worked during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Workweeks worked during the PAGA Period. Specific calculations of the Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Settlement Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Settlement Class Members during the Class Period ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period ("PAGA Workweeks").

B. To determine each Settlement Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Settlement Class Member's Workweeks worked ÷ Class Workweeks) × Net Settlement Amount.

C. To determine each Participating Class Member's Participating Individual Settlement Share, the Settlement Administrator will determine the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Participating Class Workweeks") and use the following formula: Individual Settlement Share = (Participating Class Member's Workweeks worked ÷ Participating Class Workweeks) × Net Settlement Amount.

D. The net amount of the Participating Individual Settlement Share is to be paid out to Participating Class Members by way of check and is referred to as "Individual Settlement Payment(s)".

E. To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's Individual PAGA Payment = (Aggrieved Employee's Workweeks worked ÷ PAGA Workweeks) x \$10,000.00 (the PAGA Payment).

F. Individual Settlement Payments and Individual PAGA Payments shall be paid to Participating Class Members and/or Aggrieved Employees by way of check. When a Participating Class Member is also an Aggrieved Employee, one check may be issued that aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

11. DISTRIBUTION OF PAYMENTS

A. Distribution of Individual Settlement Payments

Participating Class Members will receive an Individual Settlement Payment and Aggrieved Employees will receive an Individual PAGA Payment. Individual Settlement Payment and Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty (180) calendar days after the date of their issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed, or abandoned cash residue pursuant to Code of

Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, the *cy pres* recipient, for use in Alameda County. The Settlement Administrator shall prepare a report regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the report shall be presented to the Court by Class Counsel along with a proposed amended judgment that is consistent with the provisions of Code of Civil Procedure section 384.

B. Funding of Settlement

Defendant shall fund the settlement on September 30, 2024, or within (7) calendar days of the Final Approval Date, whichever occurs later by making payment of the Gross Settlement Amount (as the same may be escalated pursuant to Paragraph 17 of this Agreement) and Employer Taxes to the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court’s Orders, and subject to the conditions described herein. Provided the Administrator has calculated the Employer Taxes by this date. If not, Defendant shall make the Employer taxes within ten (10) business days following notice from the administrator of the Employer side taxes. In accordance with Section 16 of this Settlement Agreement, Final Approval of this Settlement is a condition precedent to Defendant’s payment of the Gross Settlement Amount.

C. Time for Distribution

Within seven (7) calendar days after payment of the full Gross Settlement Amount and Employer Taxes by Defendant, or as soon thereafter as practicable, the Settlement Administrator shall distribute all payments due from the QSA for: (1) the Service Award to Plaintiff, as specified in this Agreement and approved by the Court; (2) the Attorneys’ Fees and Costs Award to be paid to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA Payment, as specified in this Agreement and approved by the Court; (5) Individual PAGA Payments

to Aggrieved Employees, as specified in this Agreement and approved by the Court; d (6) Individual Settlement Payments to Participating Class Members, less applicable taxes and withholdings, as specified in this Agreement and approved by the Court; and (7) payment to the LWDA. All interest accrued shall be for the benefit of the Class Members and distributed on a *pro rata* basis to Participating Class Members based on the number of Workweeks worked by them in the Class Period.

12. ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendant shall not oppose, an award of attorneys' fees of up to thirty five percent (35%) of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 17 of this Agreement, amounts to One Hundred Thirty-Four Thousand Seven Hundred Fifty Dollars and Zero Cents (\$134,750.00). Class Counsel shall further apply for, and Defendant shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle and obtain Final Approval of the settlement in Action. The "future" aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein). There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

13. SERVICE AWARD TO PLAINTIFF

Named Plaintiff shall seek, and Defendant shall not oppose, a Service Award in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff, for participation in

and assistance with the Action. Any Service Award and additional consideration awarded and/or paid to Plaintiff shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves the Service Award in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14. TAXATION AND ALLOCATION

a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that the employees' share of taxes and withholdings with respect to the wage portion of the Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes.

c. All Employer Taxes shall be paid by Defendant separate, apart, and in addition to the Gross Settlement Amount. Defendant shall remain liable to pay the employer's share of payroll taxes as described above.

d. Neither Counsel for Plaintiff nor Defendant intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION

The Parties agree to allocate Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA (\$30,000.00) will be paid to the LWDA and twenty-five percent (25%) or \$10,000.00 will be distributed to Aggrieved Employees on a *pro rata* basis based upon their respective Workweeks worked as Aggrieved Employees during the PAGA Period.

16. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and object to the Settlement. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

Final Order and Judgment.

a. Upon final approval of the Settlement, a Final Order and Judgment shall be entered by the Court, which shall, among other things:

1. Grant final approval to the Settlement as fair, reasonable, adequate, in good faith and in the best interests of the Class as a whole, and to order the Parties to carry out the provisions of this Agreement.

2. Adjudge that the Settlement Class Members and the LWDA are conclusively deemed to have released the Defendant and the Released Parties of and from any and all rights, claims, demands, liabilities, causes of action, liens, and judgments arising out of or

in any way related to the matters within the scope of the Litigation, consistent with the release provisions herein.

3. Bar and permanently enjoin each Settlement Class Member from prosecuting against the Defendant and Released Parties any and all of the Released Claims which the Settlement Class Members have arising out of, based upon, or otherwise related to the Litigation.

4. Confirm that the Parties' resolution of claims for civil penalties brought under the PAGA on behalf of the LWDA meet all required standards and procedural safeguards and that the release of such claims as set forth in this Settlement precludes the LWDA, the State of California or any other representative thereof (including any other aggrieved employee) from pursuing claims released herein on behalf of itself or any aggrieved employee affected by this Settlement and its release terms.

5. Except for the PAGA claims, dismiss this action without prejudice as to all putative Class Members who are not Settlement Class Members.

17. INCREASE IN WORKWEEKS

Defendant represents, to the best of its knowledge, that there are no more than 13,375 Workweeks worked by Class Members during the period from October 7, 2017 through June 5, 2023. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10% or 1,337 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks worked by Class Members during the Class Period in excess of 14,712 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount (\$385,000.00) by 13,375 Workweeks. The Parties agree that the Workweek Value amounts to \$28.79 per Workweek ($\$385,000.00 / 13,375 \text{ Workweeks}$). Thus, for example, should there be 16,000 Workweeks worked

by Class Members during the Class Period, then the Gross Settlement Amount shall be increased by \$37,081.52 ((16,000 Workweeks – 14,712 Workweeks) x \$28.79 per Workweek).

18. NOTICE OF JUDGMENT

In addition to any duties set out herein, the Settlement Administrator shall provide notice of the Final Judgment entered in the Action by posting the same on its website for a period of no less than four (4) years.

19. MISCELLANEOUS PROVISIONS

A. Interpretation of the Agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other written or oral representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict its terms. In entering into this Agreement, the Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State of California, both in its procedural and substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior Court of the State of California for the County of Alameda, and Plaintiff and Defendant hereby consent to the personal jurisdiction of the Court in the Action over it solely in connection therewith. The foregoing is only limited to disputes concerning this Agreement. The Parties, and each of them, participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed against the other. The Agreement may be modified only by a writing signed by counsel for the Parties and approved by the Court.

B. Further Cooperation

The Parties and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably necessary

to consummate the Settlement as expeditiously as possible. The Parties agree that they will not take any action inconsistent with this Agreement, including, without limitation, encouraging Class Members to opt out of the Settlement. In the event the Court finds that any Party has taken actions inconsistent with the Settlement, including, without limitation, encouraging Class Members to opt out of the Settlement, the Court may take any corrective actions, including enjoining any Party from communicating regarding the Settlement on an *ex parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of opt-outs and/or objections.

C. Counterparts

The Agreement may be executed in one or more actual or non-original counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

D. Authority

Each individual signing below warrants that he or she has the authority to execute this Agreement on behalf of the Party for whom or which that individual signs.

E. No Third-Party Beneficiaries

Plaintiff, Participating Class Members, Aggrieved Employees, the State of California, Class Counsel, and Defendant are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

F. Deadlines Falling on Weekends or Holidays

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

G. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting,

implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

H. Signatures Are On Behalf of the LWDA.

By signing this Agreement, Henderson understands and agrees that he is signing in his individual capacity and as a representative of the LWDA.

I. Severability

In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

IT IS SO AGREED:

Dated: 11/14/2023, 2023



Dante Henderson (Nov 14, 2023 07:42 PST)

DANTE HENDERSON
Plaintiff and Class Representative

Dated: 11/14/2023, 2023



Vitali Barkouski (Nov 14, 2023 21:54 PST)

BIZON GROUP, INC.
Defendant

By: Vitali Barkouski

Its: President

AGREED AS TO FORM:

Dated: _____, 2023

DAVID D. BIBIYAN
VEDANG J. PATEL
Co-Counsel for Plaintiff DANTE HENDERSON

Dated: November 14, 2023



SHANI O. ZAKAY
JACKLAND K. HOM
Co-Counsel for Plaintiff DANTE HENDERSON

Dated: November 14, 2023



JEAN-CLAUDE LAPUYADE
SYDNEY CASTILLO-JOHNSON
Co-Counsel for Plaintiff DANTE HENDERSON

Dated: November 14, 2023, 2023



DAVID ONGARO
MARTIN GATTAS
Co-Counsel for Defendant BIZON GROUP,
INC.

Dated: 11/14, 2023



Pamela Ross (Nov 14, 2023 21:56 PST)

PAMELA ROSS
Co-Counsel for Defendant BIZON GROUP,
INC.

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Henderson v. Bizon Group, Inc., Alameda County Superior Court Case No. HG21115170)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Share is: \$<< [REDACTED] >>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of these lawsuits pending in the Superior Court for the State of California, County of Alameda (the “Court”) has been reached between Plaintiff Dante Henderson (“Plaintiff”) and Defendant Bizon Group, Inc. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All persons currently or formerly employed by Defendant, either directly or through any subsidiary, staffing agency or professional employer organization, as non-exempt, hourly-paid employees, at any time during the Class Period in the State of California.

The “Class Period” is the period of time running from October 7, 2017, through October 7, 2023.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On July 29, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Alameda, *Henderson v. Bizon Group, Inc.* Case No. HG21115170. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (c) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse for required expenses in violation of California Labor Code § 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (i) Failed to provide reporting time pay in Violation of Wage Order No. 5; and (j) Violated the Private Attorney General Act at Labor Code Section 2698, *et seq.*

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages, and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment, and that this Action is not manageable as a class action or PAGA representative action. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On June 5, 2023, the Parties participated in mediation with Michale Loeb, an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC, Zakay Law Group, APLC, and Bibiyan Law Group, PC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Three Hundred Eighty-Five Thousand Dollars and Zero Cents (\$385,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Shares to Settlement Class Members, Class Counsel’s Attorneys’ Fees, Reimbursement of Litigation Costs and Expenses to Class Counsel, Settlement Administration Costs, the Service Award, the Individual PAGA Payments, and the LWDA Payment.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Costs. Payment to the Settlement Administrator, estimated not to exceed \$6,000.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- Attorneys’ Fees and Litigation Costs. Payment to Class Counsel of an award of attorneys’ fees of no more than 35% of the Gross Settlement Amount (currently \$134,750.00) and litigation costs of not more than \$25,000.00 for all expenses incurred as documented in Class Counsel’s billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a

contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. Service Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for her services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Penalties. A payment of \$40,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$30,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$10,000.00 will be distributed to the Aggrieved Employees.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Class Counsel Attorneys' Fees and Litigation Costs, the Service Award, the PAGA Penalties, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to Class Members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Share for each Settlement Class Member will be calculated by dividing the Settlement Class Members' Workweeks worked during the Class Period and dividing by the total number of Workweeks worked by the Class and multiplying the result by the Net Settlement Amount. dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members. A "workweek" is defined as the number of weeks that a Settlement Class Member actually worked for Defendant in a non-exempt, hourly-paid position during the Class Period in California based on hire dates, re-hire dates (as applicable), and termination dates (as applicable).
- Calculation of Individual PAGA Payments to Aggrieved Employees. The Individual PAGA Payments shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Individual PAGA Payments will be calculated by dividing the Aggrieved Employees' Workweeks worked during the Class Period by the total number of PAGA Workweeks worked by all Aggrieved Employees and multiplying the result by the PAGA Payment of \$10,000. "Aggrieved Employees" means Class Members working for Defendant, as nonexempt, hourly-paid employees during the PAGA Period in the State of California. The PAGA Period means the period between July 29, 2020 through October 7, 2023.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to insure you receive your payment.

Tax Matters. 20% of each Individual Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 40% of each Individual Settlement Share is allocated to penalties, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. 40% of each Individual Settlement Share is allocated to interest, and no taxes will be withheld, and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the Individual PAGA Payments paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members shall release all Class Released Claims that occurred during the Class Period as to the Released Parties. Class Released Claims means all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period, for the claims brought in the Action, or that could have been brought against Defendant in the Action, based on the facts alleged therein, including, without limitation, any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action which are alleged, or reasonably could have been alleged based on the facts and claims asserted in the Class Action, and any claim for penalties associated therewith, except for claims for PAGA penalties, which are separately released hereinbelow, including without limitation to, claims for restitution and other equitable relief; claims for unpaid minimum wages, wages, and overtime wages; failure to properly calculate the regular rate; failure to properly calculate overtime; failure to provide rest periods or meal periods or to provide compensation in lieu thereof; meal period penalties; rest period penalties; waiting time penalties; penalties for unpaid minimum wages, wages, or overtime wages; penalties for incomplete payroll records and wage statements; failure to timely pay final wages; failure to pay split shift premiums, failure to reimburse for business expenses; wage statement violations; failure to provide accurate wage statements; failure to comply with California's Paid Sick Leave laws, including the notice requirements thereof; failure to maintain required records; claims relating to the failure to provide personnel files and wage statements; interest on any claim and claims for unfair competition arising from the Labor Code violations alleged in the Operative Complaint.

The PAGA Released Claims shall be released as follows. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees and the state of California shall release all PAGA Released Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "PAGA Released Claims" means all claims asserted in the PAGA Notice and in the Operative Complaint, or that could have been based on the factual allegations asserted in the PAGA Notice and the Operative Complaint for PAGA civil penalties brought under the Private Attorney General Act of 2004.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in these Actions will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (October 7, 2017, through October 7, 2023).

Based on this information, your estimated Individual Class Payment is <<____>>.

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (July 29, 2020, through October 7, 2023.).

Based on this information, your estimated Individual PAGA Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC. The address for the Settlement Administrator is 18 Technology Drive, Suite 164 Irvine, CA 92618; Tel: (800) 355-0700.

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://www.apexclassaction.com/>

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the PAGA Release, you will be deemed to have released the PAGA Released Claims, and you will receive a share of the PAGA Penalties.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than [REDACTED]. The address for the Settlement Administrator is 18 Technology Drive, Suite 164 Irvine, CA 92618; Tel: (800) 355-0700. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Henderson v. Bizon Group, Inc., Alameda County Superior Court Case No. HG21115170*. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Henderson v. Bizon Group, Inc., Alameda County Superior Court Case No. HG21115170*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is Apex Class Action Administration, 18 Technology Drive, Suite 164 Irvine, CA 92618.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
Fax: (619) 599-2891
E-Mail: jlapuyade@jcl-lawfirm.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Class Counsel:

David D. Bibiyan
Bibiyan Law Group, P.C.
8484 Wilshire Blvd, Ste 500,
Beverly Hills, CA 90211-3243
Tel: (310) 438-5555
Fax: (310) 300-1705
Email: david@tomorrowlaw.com

Co-Counsel for Defendant:

Pamela Ross, Esq.
Pamela Ross Legal Services
3137 Castro Valley Blvd #210
Castro Valley, CA 94546
T: (510) 397-9220
pamelarosslegal@gmail.com

Co-Counsel for Defendant:

David Ongaro, Esq.
Cara R. Sherman, Esq.
Martin Gattas, Esq.
ONGARO, PC
1604 Union Street
San Francisco, CA 94123
T: (415) 433-3900
F: (415) 433-3950
Dongaro@ongaropc.com
csherman@ongaropc.com
Mgattas@ongaropc.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** _____, at the Alameda County Superior Court, Department 21, located at 1225 Fallon Street, Oakland, CA 94612 before Judge Evelio Grillo. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at (800) 355-0700 or write to *Henderson v. Bizon Group, Inc., Alameda County Superior Court Case No. HG21115170*, Settlement Administrator, c/o _____.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment. Settlement checks shall remain valid and negotiable for one hundred and eighty (180)

calendar days after the date of their issuance. Within seven (7) calendar days after expiration of the 180-day period, checks for such payments shall be canceled and funds associated with such checks shall be considered unpaid, unclaimed, or abandoned cash residue pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be transmitted to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California 94104, the *cy pres* recipient, for use in Alameda County. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 3

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

Monnett De La Torre, Esq.
California Bar Number 272884
Senior Associate

Biography:

Ms. De La Torre is a San Diego and Ventura County based labor and employment attorney representing aggrieved California employees throughout the State of California. Ms. De La Torre's litigation practice focuses on representing California employees in wage and hour class and representative actions for unpaid wages, missed meal and rest breaks, misclassification, penalties, and wrongful termination cases. Ms. De La Torre has extensive experience handling internal workplace investigations. Ms. De La Torre has handled matters before the Department of Fair Employment and Housing, Equal Employment Opportunity Commission and Department of Labor.

Ms. De La Torre is a two-time recipient of the Super Lawyers Rising Star by Thomas Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to five percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California

Professional Associations:

- California Employment Lawyers Association, 2022 to Present
- Consumer Attorneys of San Diego, 2010-2015
- American Bar Association, Labor & Employment Section, Member, 2015 to Present
- California Bar Association, Labor & Employment Section, Member, 2015 to Present
- San Diego La Raza Lawyers Association, 2010-2015
- Ventura County Bar Association, 2015-Present
- Women Lawyers of Ventura County, 2015-Present

Education:

- **New England School of Law**
 - J.D.- 2010

- Honors:
 - Dean's List Consecutive years
- **University of California, San Diego**
 - B.A.- 2006
 - Major: Economics
 - Minor: Latin American Studies

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2021 and 2022
- Pacific Cost Business Times, "Top 40 under 40" Award
- Daily Transcripts "Top Young Attorney: nominee, consecutive years"

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

EXAMPLES OF THE JCL LAW FIRM'S
REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.

- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)

- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);