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Attorneys for Plaintiff JERMELL JONES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

JERMELL JONES, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

MARSHALL E. HELM CORP., a California
Corporation; and DOES 1 through 50, Inclusive,

Defendants.

Case No. BCV-21-102356

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

Date: August 14, 2023

Time: 8:30 A.M.

Judge: Hon. Bernard C. Barmann, Jr.

Dept.: H

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 JERMELL JONES (hereafter "Plaintiff") in this wage and hour class action filed against
6 MARSHALL E. HELM CORP. (hereinafter "Defendant").

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

9 **I. EXHIBITS**

10 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the Stipulation of Settlement
11 of Class and PAGA Action Claims and Release of Claims ("Agreement" or "Settlement Agreement").
12 Attached as **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 Action Settlement evidencing Class
16 Counsel's compliance with California Labor Code Section 2699(l)(2).

17 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the bid for settlement
18 administration submitted by ILYM Group, Inc., in the amount of \$7,990.00.

19 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the JCL Law Firm, APC's
20 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
21 Class Counsel.

22 **II. INTRODUCTION**

23 7. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of
24 the Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
25 The Settlement confers substantial benefits to the Settlement Class. The relief offered by the Settlement
26 is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage
27 and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will

1 not have to wait (possibly years) for relief, nor will they have to bear the risk of class certification being
2 denied or of Defendant prevailing at trial. Given that there are approximately 273 Settlement Class
3 Members, the average gross recovery is approximately \$1,410.62 (Net Settlement Amount divided by
4 Class Members).

5 8. As discussed below, the proposed Settlement satisfies all criteria for preliminary
6 settlement approval and falls within the range of reasonableness. The average Individual Settlement
7 Payment to the Settlement Class meets or exceeds awards in similar wage and hour class actions.
8 Moreover, the proposed Settlement Class is appropriate for provisional certification. Accordingly,
9 Plaintiff respectfully requests the Court grant preliminary approval of the Settlement.

10 **III. FACTS AND PROCEDURE**

11 **A. Overview of the Litigation**

12 9. Defendant owns and operates funeral homes, mortuaries, and cemeteries throughout
13 California, including Kern County, where Plaintiff worked. This action asserts claims on behalf of all
14 of Defendant's current and former non-exempt employees, employed in California at any time during
15 the Class Period. Plaintiff worked for Defendant as a non-exempt employee in California from February
16 of 2015 to October of 2020. At all times during his employment, Plaintiff earned an hourly wage and
17 was entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages
18 for all hours worked. Throughout his employment, Plaintiff was subject to Defendant's written policies
19 and procedures.

20 10. Generally, Plaintiff claims that Defendant failed to include non-discretionary incentive
21 compensation when calculating the regular rate of pay when paying overtime wages, meal period
22 premiums, and sick pay, failed to provide compliant meal and rest periods, failed to pay for all hours
23 worked, failed to reimburse for required business expenses, failed to furnish accurate itemized wage
24 statements, and failed to pay all wages when due. Defendant forcefully denies liability for each of
25 Plaintiff's claims. Further, Defendant asserts that it fully complied with all applicable employment laws
26 and raised several other significant defenses to Plaintiff's claims, including but not limited to, asserting
27

1 that it maintained compliant reimbursement policies, maintained facially compliant meal and rest period
2 policies, issued compliant wage statements, and timely paid all wages when due.

3 11. On October 6, 2021, Plaintiff served Defendant and the Labor and Workforce
4 Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff’s PAGA
5 Notice set forth the facts and theories supporting Defendant’s alleged violations of various provisions
6 of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and
7 of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
8 Code Sections 2698 *et seq.* (“PAGA”).

9 12. On October 6, 2021, Plaintiff filed a class action complaint in the Kern County Superior
10 Court, Case Number BCV-21-102356 (“Action”). The Action alleged nine causes of action against
11 Defendant for: (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (2)
12 Failure to Pay Overtime Wages in Violation Of Cal. Lab. Code §§ 510, *et seq.*; (3) Failure to Pay
13 Minimum Wages in Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (4) Failure to Provide
14 Required Meal Periods in Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage
15 Order; (5) Failure to Provide Required Rest Periods in Violation Of Cal. Lab Code §§ 226.7 & 512 and
16 the Applicable IWC Wage Order; (6) Failure to Reimburse Employees for Required Expenses in
17 Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Statements in Violation
18 Of Cal. Lab. Code § 226; (8) Failure to Pay Wages When Due in Violation Of Cal. Labor Code §§ 201,
19 202 and 203; and (9) Unpaid Sick Pay in Violation of Cal. Lab. Code § 246. On December 13, 2021,
20 Plaintiff filed a First Amended Complaint to add a cause of action for Violation of the Private Attorneys
21 General Act [Labor Code §§ 2698 *et seq.*] (“Class Claims”).

22 13. The Parties agreed relatively early to mediate the Action. To prepare for mediation, the
23 Parties agreed to informally exchange additional documents and data points subject to the mediation
24 privilege, including but not limited to, employee handbooks, the Class Members’ time data, and certain
25 payroll data points. As discussed *infra*, Plaintiff’s counsel retained the forensic consultants at Berger
26 Consulting Group (“BCG”) to analyze Defendant’s time and payroll data.

14. On January 3, 2023, the Parties participated in a full day mediation with wage and hour mediator Gig Kyriacou, Esq. After arms-length negotiations and bargaining, the mediation concluded without a settlement, but the Parties subsequently accepted a Mediator's settlement proposal and signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement agreement, which is the subject of the instant motion.

B. Class Counsel Thoroughly Investigated the Factual and Legal Issues

15. Months before filing the Action, Class Counsel began their pre-filing investigation into Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment, including his wage statements and Defendant's employee handbook. At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further inquiry.

16. Class Counsel subsequently requested Plaintiff's employee file from Defendant. In response, Defendant produced various documents, including but not limited to, copies of Plaintiff's employment agreements, performance evaluations, timekeeping policies, payroll and time records, and separation documents. Class Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate Plaintiff's claim that Defendant failed to, among other things, include non-discretionary incentive pay in the regular rate of pay, pay for all time worked, issue accurate itemized wage statements, and provide compliant meal and rest periods.

17. Considering the many anticipated factual disputes, the Parties agreed that it would be in the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel requested documents and data points to further evaluate Plaintiff's claims and Defendant's liability exposure to the Class Members. In response to Class Counsel's request, Defendant produced time records for the Class Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums paid to the Class Members, average hourly rate for the Class Members, and copies of applicable handbooks, policies, and agreements containing, *inter alia*, compensation, timekeeping, and meal and rest period policies. In total, Defendant produced approximately 8,564 pages of time and payroll data for Class Counsel to analyze. In the data exchanged at the time the Agreement

1 was executed, there were approximately 276 Class Members that worked approximately 27,300
2 workweeks. At the time of mediation there were approximately 195 Aggrieved Employees who worked
3 approximately 12,598 pay periods during the PAGA Period.

4 18. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
5 Members' payroll and time data. BCG provides data analysis and damage modeling consulting
6 services, specializing in wage and hour class actions. BCG's team of financial and data analysts are
7 credentialed and experienced experts in their fields and have provided their expertise on thousands of
8 cases. Stated differently, BCG is well-qualified to analyze Defendant's time and payroll data.

9 19. BCG analyzed Defendant's time and payroll data to assist in the development of various
10 damage models. Among other things, BCG determined the approximate number of work shifts,
11 workweeks, pay periods, average length of shift and average number of hours worked per week and pay
12 periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and
13 rest periods, the amount of missed meal period premiums paid during the Class Period, the amount of
14 unpaid wages due to miscalculation of the regular rate of pay, the amount of unreimbursed business
15 expenses, and the amount of off-the-clock work performed by the Class Members during the Class
16 Period.

17 20. In advance of mediation, Class Counsel created several damage models predicated on the
18 BCG analysis. Class Counsel's models calculated Defendant's potential liability exposure while
19 accounting for the uncertainties of continued litigation. These damage models informed and guided
20 Class Counsel during the mediated settlement discussions.

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

5 22. Class Counsel only agreed to enter the Settlement following this thorough investigation
6 and evaluation of Plaintiff's claims. Based on their 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 believe 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 C. The Parties Settled at Mediation

12 23. On January 3, 2023, the Parties conducted a full day of mediation with Gig Kyriacou,
13 Esq., a mediator of wage and hour class and representative actions. Mediator Kyriacou helped manage
14 the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides.
15 The Parties made substantial progress with Mediator Kyriacou's assistance. Namely, the Parties
16 exchanged information regarding their respective claims and defense, including their respective
17 evaluation of the damages. Although the mediation concluded without a settlement, the Parties
18 subsequently accepted a Mediator's settlement proposal, the complete and final terms of which are now
19 set forth in the Agreement. Class Counsel submit that the Settlement constitutes a fair, adequate, and
20 reasonable compromise of the claims at issue.

21 IV. ARGUMENT

22 A. The Court Should Preliminarily Approve the Proposed Class Action Settlement

23 1. The Parties Reached the Settlement Through Arm's-Length Bargaining Led by 24 Experienced Counsel.

25 24. The Parties participated in mediation with respected mediator Gig Kyriacou, Esq.
26 Mediator Kyriacou managed the Parties' expectations and provided a useful, neutral analysis of the
27 issues and risks to both sides. (*In re Apple Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL),
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1 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator’s participation weighs considerably
2 against any inference of a collusive settlement); *D’Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d
3 78, 85 (a “mediator’s involvement in pre-certification settlement negotiations helps to ensure that the
4 proceedings were free of collusion and undue pressure.”).) At all times, the Parties’ negotiations were
5 at an arm’s length, adversarial, and non-collusive. Mediator Kyriacou only arrived at his proposal after
6 hearing arguments, reviewing evidence, and evaluating the Parties’ respective claims and defenses.

7 25. Once the Parties agreed to the Mediator’s proposal, the parties subsequently executed a
8 binding and enforceable Memorandum of Understanding. The Agreement is the final product of these
9 mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable
10 compromise of the claims at issue.

11 2. Class Counsel’s Thorough Investigation Provided an Objective Measurement of
12 the Settlement’s Reasonableness.

13 26. As set forth in greater detail above, Class Counsel conducted a very thorough
14 investigation into the factual and legal issues in dispute. In addition to informal discovery, document
15 review, data analysis and legal research, Class Counsel also researched similar wage and hour actions.
16 Although no two cases are identical, this research provided Class Counsel with a marker to inform
17 settlement discussions and, ultimately, to measure this settlement against. The investigation allowed
18 Class Counsel to realistically assess the value of the claims and intelligently engage defense counsel in
19 settlement discussions that culminated in the proposed settlement now before the Court.

20 27. Class Counsel only agreed to enter the Settlement following their thorough investigation
21 and evaluation of Plaintiff’s claims. Based on this investigation of the facts, applicable law, and
22 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
23 with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believe this
24 Agreement to be in the best interests of the Class Members. Because the Settlement’s terms are fair,
25 reasonable, and adequate, the Court should preliminarily approve the Settlement.

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27 ///

32. Conversely, Defendant argued, among other things, that they provided all of their employees with the opportunity to take compliant meal periods. Defendant also argued that they maintained facially compliant meal period policies. Further, Defendant argued that they had a valid Voluntary Meal Period Waiver system in place. Thus, Defendant argued that there was no potential liability for Plaintiff's alleged meal period violations and any claimed violations required a highly individualized inquiry not suitable to class treatment. Plaintiff estimated Defendant's exposure for this claim at \$590,539.

(3) Exposure for Rest Period Violations

33. Plaintiff also alleged that Defendants failed to provide compliant rest periods. Specifically, Plaintiff alleged that because of their rigorous work schedules, Plaintiff and Class Members were not able to take timely and duty-free rest periods.

34. Again, Defendants denied liability and asserted that they maintained legally compliant rest period policies and practices throughout the Class Period. Moreover, Plaintiff recognizes the evidentiary burdens establishing this claim. Establishing Plaintiff's rest period claim would rely, almost entirely, on Class Member testimony, making it a riskier claim at class certification and liability stages. Certification likely would have required depositions of Class Members who provided declarations, and Defendant argued that they obtained opposing declarations stating either rest breaks were taken, or rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's evidence that Defendants may have an illegal, written rest break policy is insufficient for this Court to find that common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the written policy does not generate uniform practices."). Nevertheless, Plaintiff estimated Defendant's exposure for this claim at \$2,407,200.

(4) Exposure for Unreimbursed Business Expenses

35. Plaintiff alleged that Defendant required Class Members to incur personal expenses for the use of their own personal cellular phones, as well as the purchase and maintenance of required attire.

1 California employers who require employees to incur personal business expenses for work purposes
2 must reimburse the employee for the cost incurred. (*See* Cal. Lab. Code § 2802(a), providing that “[a]n
3 employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the
4 employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the
5 directions of the employer....”). However, Defendant failed to fully reimburse Plaintiff and Class
6 Members for the costs incurred for the use of their personal cellular phones, and the purchase and
7 maintenance of their required attire in violation of California Labor Code section 2802.

8 36. Again, Defendant denied any liability for this claim. Defendant argued that most of its
9 employees did not use cellphones as a part of the performance of their duties and on the rare occasion
10 where employees did incur business expenses, these expenses were fully reimbursed. Plaintiff estimated
11 Defendant’s exposure for this claim at \$278,840.

12 37. Plaintiff alleges that Defendant’s alleged violations resulted in derivative violations of
13 Labor Code sections 203 and 226(a). Class Counsel considered the arguable presence of various
14 penalties and weighed the potential recoveries against probable defenses. Specifically, Defendant could
15 argue that Plaintiff could not prove the “willful” prong needed to obtain waiting time penalties under
16 Labor Code section 203. Additionally, Defendant could argue that Plaintiff could not show that Class
17 Members suffered an “injury” because of wage statement violations, as required by Labor Code section
18 226. Defendant could also argue that that meal and rest period violations do not entitle employees like
19 Plaintiff and the Class Members to pursue the derivative waiting time and itemized wage statement
20 penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th 927). Plaintiff could not
21 give the penalty claims great weight given that they depended on proving the underlying claims, which
22 had their own risks. Plaintiff estimated Defendant’s exposure for this claim at \$1,191,480.

23 (5) Defendant’s PAGA Exposure

24 38. In all, Class Counsel projected Defendant’s liability exposure for PAGA claims at
25 \$3,103,900 if successful at trial.

26 39. Here, the Parties negotiated a good faith payment for PAGA Penalties in the amount of
27 \$36,000 which is 5.18% of the Gross Settlement Amount. This amount falls well within the range of

1 approved PAGA Penalties. Seventy-Five percent (75%) of the PAGA Penalties (\$27,000.00) will be
2 paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA
3 Penalties (\$9,000.00) will be distributed to the Aggrieved Employees, which is within the range of
4 PAGA Penalties approved by courts and should be approved.

5 40. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each
6 of the underlying Labor Code violations. *See Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist.
7 LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot
8 recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor
9 Code by the defendant."). Here, Plaintiff would need to prove that each Aggrieved Employee suffered
10 a violation for each pay period the employee worked. Again, Defendant raised several defenses that
11 presented serious threats to the claims of the Plaintiff and the Aggrieved Employees. In addition to
12 those arguments discussed *supra*, Defendant also argued that the Court of Appeals decision in *Cacho*
13 *v. Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value, and
14 manageability as to the rest period claims.

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

16 41. With respect to the most immediate challenge, i.e., class certification, the risks attendant
17 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
18 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
19 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
20 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*
21 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
22 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
23 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
24 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
25 individualized questions of fact not susceptible to class treatment."); *Ali v. U.S.A. Cab Ltd.* (2009) 176
26 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to
27 having taken meal and rest breaks demonstrated that individualized inquiries were required to show

1 harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
2 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
3 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
4 certification of driver meal and rest period claims based on the predominance of individual issues).
5 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
6 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
7 settlement.

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

15 43. In this matter, Class Counsel negotiated a Gross Settlement Amount of \$695,000.00 that
16 is approximately 17.9% of Defendant's *class-wide* liability exposure as estimated by Class Counsel at
17 the time of mediation. Given the amount of the settlement here, as compared to potential value of the
18 claims, offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.

19 **B. Proposed Notice Informs the Class About the Case and Settlement**

20 44. The Parties jointly drafted the Notice Packet which fairly and neutrally informs the Class
21 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
22 mail the proposed Notice Packet to all Class Members. The Notice Packet will include information
23 regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the procedure,
24 and time period within which to requests for exclusions or objections to the Settlement, the date for the
25 final approval hearing, the formula used to calculate settlement payments, and the terms and scope of
26 the Released Class Claims. Agreement at ¶ III(L).

45. This method was negotiated by the Parties to ensure delivering the most reasonable method of notice to the Class Members while ensuring cost effective administration of the Settlement.

C. The Court Should Preliminarily Approve the Enhancement Award

46. The Settlement provides for an Enhancement Award of \$10,000.00 for Plaintiff. The enhancement award is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of his case and the strategies for prosecuting the claims, and reviewing the proposed Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class.

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

D. The Court Should Preliminary Approve the Negotiated Attorneys' Fees and Expenses

48. Class Counsel took this matter on a contingency fee basis and invested significant time and expense successfully prosecuting Plaintiff's claims. As discussed *supra*, the estimated average Individual Settlement Payment illustrates the demonstrably positive outcome for the Settlement Class Members. Considering the positive outcome for the Class Members, and in light of the supporting authority, the proposed Attorneys' Fees and Expenses payment is fair and reasonable.

49. Plaintiff will file a formal motion for the negotiated Attorneys' Fees and Expenses once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

E. The Court Should Provisionally Certify the Settlement Class

50. For Settlement, Plaintiff contends, and Defendant does not dispute for settlement purposes only, that provisional certification of the Class is appropriate.

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

52. The statutes relating to each of Plaintiff's claims apply with equal force and effect to the entire Settlement Class. Factually, Defendant's policies and practices apply class-wide and Defendant's liability can be determined by facts common to all members of the class. The wage and hour issues are both numerous and substantial, and a class action is the most advantageous method of dealing with the claims of the Settlement Class.

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

54. Additionally, Plaintiff is represented by competent Class Counsel who have extensive experience in litigating wage and hour class action cases. Class Counsel successfully briefed, argued, certified, and gained state court settlement approval of the same class-wide causes of action that are at issue in this case. Class Counsel's wage and hour class action experience establishes that they are well qualified to represent the interests of this Class.

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

F. Class Counsel’s Experience

56. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC (“Firm”), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees throughout California in wage and hour class actions and PAGA actions. The Firm currently consists of myself,

Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre, Esq. (Associate Attorney), Tesla Stone (Paralegal), Maria Watters (Paralegal), and Jennifer Heming (Administrative Assistant), and Madelyn Uchiyama (Legal Assistant).

57. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved Employees. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit “4.”** Some of the major cases the Firm has undertaken are also set forth in **Exhibit “4”**.

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

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

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

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

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **3rd day of June 2023**, at San Diego, California.

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff

EXHIBIT 1

JCL LAW FIRM, APC

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

JERMELL JONES, an individual, on behalf of
himself, and on behalf of all persons similarly
situated,

Plaintiffs,

v.

MARSHALL E. HELM CORP., a California
Corporation; and DOES 1 through 50,
Inclusive,

Defendants.

Case No.: BCV-21-102356

[Action Filed October 6, 2021]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff JERMELL JONES (hereinafter “Plaintiff”), an individual, on
3 behalf of the Settlement Class, and in his representative capacity on behalf of the State of California
4 and the Aggrieved Employees, and Defendant MARSHALL E. HELM CORP. (hereinafter
5 “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Jermell Jones v.*
8 *Marshall E. Helm Corp., et al.*, Kern County Superior Court, Case No. BCV-21-
9 102356, filed October 6, 2021.
- 10 B. “Administration Costs” shall mean the amount paid to the Settlement Administrator
11 from the Gross Settlement Amount for administering the Settlement pursuant to this
12 Agreement currently estimated not to exceed \$8,000.00.
- 13 C. “Aggrieved Employees” means all non-exempt employees who are or previously
14 were employed by Defendant, who performed work in California during the period
15 of October 6, 2020 through March 5, 2023 (the “PAGA Period”).
- 16 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
17 Class and PAGA Action and Release of Claims.
- 18 E. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be
19 paid to Class Counsel for the expenses they have incurred of up to \$20,000.00.
- 20 F. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to
21 Class Counsel for the services they have rendered to Plaintiff and the Settlement
22 Class in the Action, currently not to exceed one-third of the Gross Settlement
23 Amount currently estimated to be \$231,666.67 out of \$695,000.00. Attorneys’ fees
24 will be divided between Class Counsel as follows (50% to JCL Law Firm, APC, and
25 50% to Zakay Law Group, APLC).
- 26 G. “Class” or the “Class Members” means all non-exempt employees who are or
27 previously were employed by Defendant, who performed work in California during
28 the period of October 13, 2017 through March 5, 2023 (the “Class Period”).

- 1 H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
2 Shani Zakay of Zakay Law Group, APLC.
- 3 I. "Class Data" means information regarding Class Members that Defendant will in
4 good faith compile from its records and provide to the Settlement Administrator. It
5 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
6 Member's full name; last known address; Social Security Number; start dates and end
7 dates of employment.
- 8 J. "Class Period" means the period beginning October 13, 2017 through March 5, 2023.
- 9 K. "Class Representative" shall mean plaintiff Jermell Jones.
- 10 L. "Court" means the Superior Court for the State of California, County of Kern
11 currently presiding over the Action.
- 12 M. "Defendant" shall mean Marshall E. Helm Corp.
- 13 N. "Effective Date" means the date of final approval, if no objections are filed to the
14 settlement. If objections are filed and overruled, and no appeal is taken of the final
15 approval order, then the effective date of final approval will be the date the Court
16 enters the order and judgment granting final approval of the settlement. If an appeal
17 is taken from the Court's overruling of objections to the settlement, then the effective
18 date of final approval will be twenty (20) days after the appeal is withdrawn or after
19 an appellate decision affirming the final approval decision becomes final.
- 20 O. "Enhancement Award" means an award in the amount of \$10,000 or in an amount
21 that the Court authorizes to be paid to the Class Representative, in addition to his
22 Individual Settlement Payment and his individual Aggrieved Employee Payment, in
23 recognition of his efforts and risks in assisting with the prosecution of the Action.
- 24 P. "Funding Date" shall mean the date by which Defendant has paid the entire Gross
25 Settlement Amount to the Claims Administrator in accord with the terms of this
26 Agreement. Defendant will pay the Gross Settlement Amount to the Claims
27 Administrator sixty-five (65) business days after the Effective Date.
- 28

- 1 Q. "Gross Settlement Amount" means Six Hundred and Ninety-Five Thousand Dollars
2 (\$695,000.00) that Defendant must pay into the QSF in connection with this
3 Settlement, inclusive of the sum of Individual Settlement Payments, Administration
4 Costs, Attorneys' Fees and Attorneys' Expenses, Enhancement Award, and the
5 PAGA Penalties and *exclusive* of the employer's share of payroll tax, if any, triggered
6 by any payment under this Settlement.
- 7 R. "Individual Settlement Payments" means the amount payable from the Net Settlement
8 Amount to each Settlement Class Member and excludes any amounts distributed to
9 Aggrieved Employees pursuant to PAGA.
- 10 S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
11 Attorneys' Fees and Attorneys' Expenses, Enhancement Award, PAGA Penalties,
12 and Administration Costs.
- 13 T. "Notice Packet" means the Class Notice to be provided to the Class Members by the
14 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
15 than formatting changes to facilitate printing by the Settlement Administrator).
- 16 U. "Operative Complaint" shall mean the First Amended Complaint on file in the Action
17 filed on December 13, 2021.
- 18 V. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
19 Labor Code § 2698 *et seq.*
- 20 W. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
21 for each Aggrieved Employee divided by the sum total of the Pay Periods for all
22 Aggrieved Employees during the PAGA Period.
- 23 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
24 Employee Payment, as defined herein, means the number of pay periods of
25 employment during the PAGA Period that each Aggrieved Employee worked in
26 California.
- 27 Y. "PAGA Period" means the period beginning October 6, 2020 through March 5, 2023.
- 28 Z. "PAGA Penalties" shall mean Thirty-Six Thousand Dollars (\$36,000.00) to be

1 allocated from the Gross Settlement Amount, with 25% of the payment going to the
2 Aggrieved Employees (“Aggrieved Employee Payment”) and 75% of the payment
3 going to the Labor and Workforce Development Agency (“LWDA Payment”). The
4 amount of the PAGA Penalties is subject to Court approval pursuant to California
5 Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to
6 increase the PAGA Penalties will not constitute grounds by either party to void this
7 Agreement, so long as the Gross Settlement Amount remains the same.

8 AA. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either
9 Plaintiff or Defendant, individually.

10 BB. “Payment Ratio” means the respective Workweeks for each Class Member divided
11 by the sum total Workweeks for all Class Members.

12 CC. “Plaintiff” shall mean Jermell Jones.

13 DD. “QSF” means the Qualified Settlement Fund established, designated, and maintained
14 by the Settlement Administrator to fund the Gross Settlement Amount.

15 EE. “Released Class Claims” shall mean the release from the Class Members of all class
16 claims alleged in the operative complaint, or which could have been alleged in the
17 operative complaint, or which could have been alleged in the operative complaint
18 based on the facts alleged, which occurred during the Class Period, and expressly
19 excluding all other claims, including claims for vested benefits, wrongful termination,
20 unemployment insurance, disability, social security, workers’ compensation, and
21 class claims outside of the Class Period.

22 FF. “Released PAGA Claims” means all PAGA claims alleged in the operative complaint
23 and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period,
24 and expressly excluding all other claims, including claims for vested benefits,
25 wrongful termination, unemployment insurance, disability, social security, workers’
26 compensation, and PAGA claims outside of the PAGA Period.

1 GG. "Plaintiff's Release" means all claims he has or may have against the Released Parties
2 (as defined below), including a waiver of any and all provisions of California Civil
3 Code section 1542.

4 HH. "Released Parties" shall mean Defendant.

5 II. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
6 Administrator mails Notice Packets to Class Members and the last date on which
7 Class Members may submit requests for exclusion or objections to the Settlement.

8 JJ. "Settlement" means the disposition of the Action pursuant to this Agreement.

9 KK. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
10 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
11 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
12 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
13 of the Gross Settlement Amount is deposited for the purpose of resolving the claims
14 of Settlement Class Members. The Settlement Administrator shall maintain the funds
15 until distribution in an account(s) segregated from the assets of Defendant and any
16 person related to Defendant. *All accrued interest shall be paid and distributed to the*
17 *Settlement Class Members as part of their respective Individual Settlement*
18 *Payment.*

19 LL. "Settlement Class Members" or "Settlement Class" means all Class Members who
20 have not submitted a timely and valid request for exclusion as provided in this
21 Agreement.

22 MM. "Workweeks," for purposes of calculating the distribution of the Net Settlement
23 Amount, means the number of weeks of employment during the Class Period that
24 each Class Member was employed by Defendant in California.

25 **II. RECITALS**

26 A. On October 6, 2021, Plaintiff filed a Notice of Violations with the Labor and
27 Workforce Development Agency (LWDA) and served the same on Defendant.

28 B. On October 6, 2021, Plaintiff filed the Action, alleging claims for:

1. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
2. Failure to Pay Overtime Wages (Labor Code §§ 510 *et seq.*);
3. Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1)
4. Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order);
5. Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order);
6. Failure to Reimburse for Required Expenses (Labor Code § 2802);
7. Failure to Provide Accurate Itemized Statements (Labor Code § 226 and 226.2 *et seq.*);
8. Failure to Pay Wages When Due (Labor Code §§ 201, 202, 203; 204);
9. Unpaid Sick Pay (Labor Code § 246).

C. On December 13, 2021, Plaintiff filed the operative First Amended Complaint, which dismissed the cause of action for Unpaid Sick Pay (Labor Code § 246) while maintaining the requisite allegations for violations of Labor Code § 246, and alleged an additional cause of action for Violation of the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*)

D. 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.

E. 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. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

1 F. The Class Representative is represented by Class Counsel. Class Counsel investigated
2 the facts relevant to the Action, including conducting an independent investigation as
3 to the allegations, reviewing documents and information exchanged through informal
4 discovery, and reviewing documents and information provided by Defendant
5 pursuant to informal requests for information to prepare for mediation. Defendant
6 produced for the purpose of settlement negotiations certain employment data
7 concerning the Settlement Class, which Class Counsel reviewed and analyzed with
8 the assistance of an expert. Based on their own independent investigation and
9 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
10 fair, reasonable, and adequate, and is in the best interest of the Settlement Class
11 considering all known facts and circumstances, including the risks of significant
12 delay, defenses asserted by Defendant, uncertainties regarding class certification, and
13 numerous potential appellate issues. Although it denies any liability, Defendant is
14 agreeing to this Settlement solely to avoid the inconveniences and cost of further
15 litigation. The Parties and their counsel have agreed to settle the claims on the terms
16 set forth in this Agreement.

17 G. On January 3, 2023, the Parties participated in mediation presided over by Gig
18 Kyriacou, an experienced mediator of wage and hour class and PAGA actions.
19 Although the mediation concluded without a settlement, the Parties subsequently
20 accepted a Mediator's settlement proposal, which was subsequently memorialized in
21 the form of a Memorandum of Understanding.

22 H. This Agreement replaces and supersedes the Memorandum of Understanding and any
23 other agreements, understandings, or representations between the Parties. This
24 Agreement represents a compromise and settlement of highly disputed claims.
25 Nothing in this Agreement is intended or will be construed as an admission by
26 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
27 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
28

1 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
2 have merit.

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

9 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
10 for any reason the settlement does not become effective, Defendant reserves the right
11 to contest certification of any class for any reason and reserves all available defenses
12 to the claims in the Action.

13 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

14 **III. TERMS OF AGREEMENT**

15 A. Settlement Consideration and Settlement Payments by Defendant.

16 1. Settlement Consideration. In full and complete settlement of the Action, and
17 in exchange for the releases set forth below, Defendant will pay the sum of
18 the Individual Settlement Payments, the Enhancement Award, the Attorneys'
19 Fees and Attorneys' Expenses, PAGA Penalties, and the Administration
20 Costs, as specified in this Agreement, equal to the Gross Settlement Amount
21 of Six Hundred and Ninety-Five Thousand Dollars (\$695,000.00). The Parties
22 agree that this is a non-reversionary Settlement and that no portion of the
23 Gross Settlement Amount shall revert to Defendant. Other than the
24 Defendant's share of employer payroll taxes and as provided in Section III.A.2
25 below, Defendant shall not be required to pay more than the Gross Settlement
26 Amount.

27 2. Class Size. Defendant represents that the Settlement Class was comprised of
28 276 individuals who collectively worked approximately 27,300 workweeks

1 (“Projected Workweeks”) during the Class Period. One week prior to the
2 filing of the motion for Preliminary Approval, the Settlement Administrator
3 will provide Class Counsel with a declaration under penalty of perjury
4 confirming the number of applicable Class Members and workweeks they
5 worked during the Class Period. No later than thirty (30) days after execution
6 of this Settlement Agreement, Defendant will provide the Settlement
7 Administrator with the Class Data in order to ensure the Settlement
8 Administrator has sufficient time to prepare the foregoing declaration prior to
9 the filing of the motion for Preliminary Approval. If the Projected Workweeks
10 increases by more than 10% of the estimated stated herein, the Gross
11 Settlement Amount shall increase proportionally for the number of
12 workweeks over 110% of the 27,300 Projected Workweeks (30,030). For
13 example, if the number of workweeks increases by 11%, the GSA would
14 increase by 1%. Alternatively, at Defendant’s option, the Class Period, PAGA
15 Period, and corresponding release periods will cut off at the date 30,030
16 workweeks is achieved.

- 17 3. Settlement Payment. Defendant shall deposit the Gross Settlement Amount
18 into the QSF, through the Settlement Administrator by the Funding Date. Any
19 interest accrued will be added to the NSA and distributed to the Settlement
20 Class Members except that if final approval is reversed on appeal, then
21 Defendant is entitled to prompt return of the principal and all interest accrued.
- 22 4. Defendant’s Share of Payroll Taxes. Defendant’s share of employer side
23 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
24 together with the Gross Settlement Amount on the Funding Date.

- 25 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
26 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
27 release the Released Parties from the Released Class Claims for the Class Period.
28

1 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
2 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
3 California release the Released Parties from the Released PAGA Claims for the PAGA
4 Period. As a result of this release, the Aggrieved Employees shall be precluded from
5 bringing claims against Defendant for the Released PAGA Claims.

6 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
7 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
8 Released Parties from any and all claims, whether known or unknown, which exist or
9 may exist on either Plaintiff's behalf as of the date of this Agreement, including but
10 not limited to any and all tort claims, contract claims, wage claims, wrongful
11 termination claims, disability claims, benefit claims, public policy claims, retaliation
12 claims, statutory claims, personal injury claims, emotional distress claims, invasion of
13 privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and
14 all claims arising under any federal, state or other governmental statute, law, regulation
15 or ordinance, including, but not limited to claims for violation of the Fair Labor
16 Standards Act, the California Labor Code, the Wage Orders of California's Industrial
17 Welfare Commission, other state wage and hour laws, the Americans with Disabilities
18 Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
19 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair
20 Employment and Housing Act, the California Family Rights Act, the Family Medical
21 Leave Act, California's Whistleblower Protection Act, California Business &
22 Professions Code Section 17200 et seq., and any and all claims arising under any
23 federal, state or other governmental statute, law, regulation or ordinance. Plaintiff also
24 waives and relinquishes any and all claims, rights or benefits that he may have under
25 California Civil Code § 1542, which provides as follows:

26
27 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
28 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***

1 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
2 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
3 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
4 ***OR RELEASED PARTY.***

5
6 Thus, notwithstanding the provisions of section 1542, and to implement a full and
7 complete release and discharge of the Released Parties, Plaintiff expressly
8 acknowledges this Settlement Agreement is intended to include in its effect, without
9 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
10 the time of signing this Settlement Agreement, and that this Settlement Agreement
11 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
12 has read this Settlement Agreement, including this waiver of California Civil Code
13 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
14 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
15 about the waiver of section 1542, and that Plaintiff understands this Settlement
16 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
17 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
18 discover facts different from or in addition to those Plaintiff now knows or believes to
19 be true regarding the matters released or described in this Settlement Agreement, and
20 even so Plaintiff agrees that the releases and agreements contained in this Settlement
21 Agreement shall remain effective in all respects notwithstanding any later discovery
22 of any different or additional facts. Plaintiff expressly assumes any and all risk of any
23 mistake in connection with the true facts involved in the matters, disputes, or
24 controversies released or described in this Settlement Agreement or with regard to any
25 facts now unknown to Plaintiff relating thereto.

26 E. Conditions Precedent: This Settlement will become final and effective only upon the
27 occurrence of all of the following events:

- 28 1. The Court enters an order granting preliminary approval of the Settlement;

2. The Court enters an order granting final approval of the Settlement and a Final Judgment;
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and
4. Defendant fully funds the Gross Settlement Amount.

F. Nullification of Settlement Agreement. If this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification; and
4. Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

- 1 G. Certification of the Settlement Class. The Parties stipulate to conditional class
2 certification of the Class for the Class Period for purposes of settlement only. In the
3 event that this Settlement is not approved by the Court, fails to become effective, or is
4 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
5 Defendant from obtaining a complete resolution of the Released Claims, the
6 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
7 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
8 proceeding for any purpose or with respect to any issue, substantive or procedural.
- 9 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
10 effect of the payments called for, and Class Members and/or Aggrieved Employees are
11 not relying on any statement or representation by the Parties in this regard. Class
12 Members and/or Aggrieved Employees understand and agree that they will be
13 responsible for the payment of any taxes and penalties assessed on the Individual
14 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
15 Employee Payment described and will be solely responsible for any penalties or other
16 obligations resulting from their personal tax reporting of Individual Settlement
17 Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee
18 Payment.
- 19 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
20 the "acknowledging party" and each Party to this Agreement other than the
21 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
22 of this Agreement, and no written communication or disclosure between or among the
23 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
24 such communication or disclosure constitute or be construed or be relied upon as, tax
25 advice within the meaning of United States Treasury Department circular 230 (31 CFR
26 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
27 her or its own, independent legal and tax counsel for advice (including tax advice) in
28 connection with this Agreement, (b) has not entered into this Agreement based upon

1 the recommendation of any other Party or any attorney or advisor to any other Party,
2 and (c) is not entitled to rely upon any communication or disclosure by any attorney
3 or adviser to any other party to avoid any tax penalty that may be imposed on the
4 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
5 any limitation that protects the confidentiality of any such attorney's or adviser's tax
6 strategies (regardless of whether such limitation is legally binding) upon disclosure by
7 the acknowledging party of the tax treatment or tax structure of any transaction,
8 including any transaction contemplated by this Agreement.

9 J. Preliminary Approval Motion. Class Counsel shall draft and file the motion for
10 preliminary approval within sixty (60) calendar days of execution of this Agreement,
11 or within the statutory timeframe as determined by the Court's setting of the
12 preliminary approval hearing, which shall include this Settlement Agreement. Plaintiff
13 will provide Defendant with a draft of the Motion at least 3 business days prior to the
14 filing of the Motion to give Defendant an opportunity to propose changes or additions
15 to the Motion.

16 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
17 establishing and administering the QSF; calculating, processing and mailing payments
18 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
19 mailing the Notice Packets to the Class Members as directed by the Court; receiving
20 and reporting the objections and requests for exclusion; calculating, deducting and
21 remitting all legally required taxes from Individual Settlement Payments and
22 distributing tax forms for the Wage Portion, the Penalties Portion and the Interest
23 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
24 individual shares of the Aggrieved Employee Payment; processing and mailing tax
25 payments to the appropriate state and federal taxing authorities; providing
26 declaration(s) as necessary in support of preliminary and/or final approval of this
27 Settlement; and other tasks as the Parties mutually agree or the Court orders the
28 Settlement Administrator to perform. The Settlement Administrator shall keep the

Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

L. Notice Procedure.

1. Class Data. No later than ten (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to the form attached as **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and PAGA Class Members that they need not do anything in order to receive an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment and to keep the Settlement Administrator apprised of their current mailing address, to which the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employment Payment will be mailed following the Funding Date. The Notice of Class Action Settlement shall set forth the release to be given by all members of the Class who do not request to be excluded from the Settlement Class and/or Aggrieved Employees in exchange for an Individual Settlement Payment and/or Aggrieved Employees' individual shares of the Aggrieved Employment Payment, the number of Workweeks worked by each Class Member during the Class Period and PAGA Period, if any, and the estimated amount of their Individual

1 Settlement Payment if they do not request to be excluded from the
2 Settlement and each Aggrieved Employees' share of the Aggrieved
3 Employment Payment, if any. The Settlement Administrator shall use
4 the Class Data to determine Class Members' Workweeks and PAGA
5 Workweeks. The Notice will also advise the Aggrieved Employees
6 that they will release the Released PAGA Claims and will receive their
7 share of the Aggrieved Employee Payment regardless of whether they
8 request to be excluded from the Settlement.

9 b) The Notice Packet's mailing envelope shall include the following
10 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
11 ENTITLED TO PARTICIPATE IN A CLASS ACTION
12 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
13 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
14 NOTICE."

15 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
16 Settlement Administrator will perform a search based on the National Change
17 of Address Database to update and correct any known or identifiable address
18 changes. No later than twenty one (21) calendar days after preliminary
19 approval of the Settlement, the Settlement Administrator shall mail copies of
20 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
21 electronic mail. The Settlement Administrator shall exercise its best judgment
22 to determine the current mailing address for each Class Member. The address
23 identified by the Settlement Administrator as the current mailing address shall
24 be presumed to be the best mailing address for each Class Member.

25 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
26 Administrator as non-delivered on or before the Response Deadline shall be
27 re-mailed to any forwarding address provided. If no forwarding address is
28 provided, the Settlement Administrator shall promptly attempt to determine a

1 correct address by lawful use of skip-tracing, or other search using the name,
2 address and/or Social Security number of the Class Member involved, and
3 shall then perform a re-mailing, if another mailing address is identified by the
4 Settlement Administrator. In addition, if any Notice Packets, which are
5 addressed to Class Members who are currently employed by Defendant, are
6 returned to the Settlement Administrator as non-delivered and no forwarding
7 address is provided, the Settlement Administrator shall notify Defendant.
8 Defendant will request that the currently employed Class Member provide a
9 corrected address, and transmit to the Administrator any corrected address
10 provided by the Class Member. Class Members who received a re-mailed
11 Notice Packet shall have their Response Deadline extended fifteen (15) days
12 from the original Response Deadline.

13 5. Disputes Regarding Individual Settlement Payments. Class Members will
14 have the opportunity, should they disagree with Defendant's records regarding
15 the start and end dates of employment to provide documentation and/or an
16 explanation to show contrary dates. If there is a dispute, the Settlement
17 Administrator will consult with the Parties to determine whether an
18 adjustment is warranted. The Settlement Administrator shall determine the
19 eligibility for, and the amounts of, any Individual Settlement Payments under
20 the terms of this Agreement. The Settlement Administrator's determination
21 of the eligibility for and amount of any Individual Settlement Payment shall
22 be binding upon the Class Member and the Parties.

23 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
24 by the Settlement Administrator concerning the administration of the
25 Settlement will be resolved by the Court under the laws of the State of
26 California. Before any such involvement of the Court, counsel for the Parties
27 will confer in good faith to resolve the disputes without the necessity of
28 involving the Court.

1 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
2 Packet shall state that Class Members who wish to exclude themselves from
3 the Settlement must submit a written request for exclusion to the Settlement
4 Administrator by the Response Deadline. The written request for exclusion
5 must state that the Class Member wishes to exclude himself or herself from
6 the Settlement and (1) must contain the name, address, and the last four digits
7 of the Social Security number of the person requesting exclusion; (2) must be
8 signed by the Class Member; (3) must be postmarked or fax stamped by the
9 Response Deadline and returned to the Settlement Administrator at the
10 specified address or fax telephone number; and (4) contain a typewritten or
11 handwritten notice stating in substance that he or she wishes to be excluded
12 from the settlement of the class action lawsuit entitled *Jones v. Marshall E.*
13 *Helm Corp.*, currently pending in Superior Court of Kern, Case No. BCV-21-
14 102356. The request for exclusion will not be valid if it is not timely
15 submitted, if it is not signed by the Class Member, or if it does not contain the
16 name and address and last four digits of the Social Security number of the
17 Class Member. The date of the postmark on the mailing envelope or fax stamp
18 on the request for exclusion shall be the exclusive means used to determine
19 whether the request for exclusion was timely submitted. Any Class Member
20 who submits a timely request for exclusion shall be excluded from the
21 Settlement Class will not be entitled to an Individual Settlement Payment and
22 will not be otherwise bound by the terms of the Settlement or have any right
23 to object, appeal or comment thereon. However, any Class Member that
24 submits a timely request for exclusion that is also a member of the Aggrieved
25 Employees will still receive his/her pro rata share of the PAGA Settlement, as
26 specified below, and in consideration, will be bound by the Release by the
27 Aggrieved Employees as set forth herein. Settlement Class Members who fail
28 to submit a valid and timely request for exclusion on or before the Response

1 Deadline shall be bound by all terms of the Settlement and any final judgment
2 entered in this Action if the Settlement is approved by the Court. No later than
3 twenty-one (21) calendar days after the Response Deadline, the Settlement
4 Administrator shall provide counsel for the Parties with a final list of the Class
5 Members who have timely submitted timely requests for exclusion. At no time
6 shall any of the Parties or their counsel seek to solicit or otherwise encourage
7 members of the Class to submit requests for exclusion from the Settlement.

- 8 8. Objections. The Notice of Class Action Settlement contained in the Notice
9 Packet shall state that Class Members who wish to object to the Settlement
10 may submit to the Settlement Administrator a written statement of objection
11 (“Notice of Objection”) by the Response Deadline. The postmark date of
12 mailing shall be deemed the exclusive means for determining that a Notice of
13 Objection was served timely. The Notice of Objection, if in writing, must be
14 signed by the Settlement Class Member and state: (1) the case name and
15 number; (2) the name of the Settlement Class Member; (3) the address of the
16 Settlement Class Member; (4) the last four digits of the Settlement Class
17 Member’s Social Security number; (5) the basis for the objection; and (6) if
18 the Settlement Class Member intends to appear at the Final
19 Approval/Settlement Fairness Hearing. Class Members who fail to make
20 objections in writing in the manner specified above may still make their
21 objections orally at the Final Approval/Settlement Fairness Hearing with the
22 Court’s permission. Settlement Class Members will have a right to appear at
23 the Final Approval/Settlement Fairness Hearing to have their objections heard
24 by the Court regardless of whether they submitted a written objection. At no
25 time shall any of the Parties or their counsel seek to solicit or otherwise
26 encourage Class Members to file or serve written objections to the Settlement
27 or appeal from the Order and Final Judgment. Class Members who submit a
28

1 written request for exclusion may not object to the Settlement. Class Members
2 may not object to the PAGA Penalties.

3 M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
4 the Gross Settlement Amount plus any employer's share of payroll taxes as mandated
5 by law within the time specified hereinabove on the Funding Date.

6 1. Calculation of Individual Settlement Payments. Individual Settlement
7 Payments shall be paid from the Net Settlement Amount and shall be paid
8 pursuant to the formula set forth herein. Using the Class Data, the Settlement
9 Administrator shall add up the total number of Workweeks for all Class
10 Members. The respective Workweeks for each Class Member will be divided
11 by the total Workweeks for all Class Members, resulting in the Payment Ratio
12 for each Class Member. Each Class Member's Payment Ratio will then be
13 multiplied by the Net Settlement Amount to calculate each Class Member's
14 estimated Individual Settlement Payments. Each Individual Settlement
15 Payment will be reduced by any legally mandated employee tax withholdings
16 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
17 Members who submit valid and timely requests for exclusion will be
18 redistributed to Settlement Class Members who do not submit valid and timely
19 requests for exclusion on a pro rata basis based on their respective Payment
20 Ratios.

21 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
22 Class Data, the Settlement Administrator shall add up the total number of
23 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
24 The respective PAGA Pay Periods for each Aggrieved Employees will be
25 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
26 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
27 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
28

Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the Aggrieved Employee Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages ("Wage Portion") and 80% penalties and pre-judgment interest ("Penalties and Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalties and Interest Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Settlement Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Penalties made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Penalties provided for

1 in this Settlement agreement are the sole payments to be made by Defendant to
2 Settlement Class Members and/or Aggrieved Employees in connection with this
3 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
4 Class Members and/or Aggrieved Employees are not entitled to any new or
5 additional compensation or benefits as a result of having received the Individual
6 Settlement Payments and/or their shares of the Aggrieved Employee Payment.

7 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
8 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
9 and/or Aggrieved Employees' last known mailing address no later than thirty
10 (30) business days after the Funding Date.

11 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
12 Employees shall remain valid and negotiable for one hundred and eighty (180)
13 days from the date of their issuance. If a Settlement Class Member and/or
14 Aggrieved Employees does not cash his or her settlement check within 90
15 days, the Settlement Administrator will send a letter to such persons, advising
16 that the check will expire after the 180th day, and invite that Settlement Class
17 Member and/or Aggrieved Employees to request reissuance in the event the
18 check was destroyed, lost or misplaced. In the event an Individual Settlement
19 Payment and/or Aggrieved Employees' individual share of the PAGA
20 Penalties check has not been cashed within one hundred and eighty (180) days,
21 all funds represented by such uncashed checks, plus any interest accrued
22 thereon, shall be paid to the Court Appointed Special Advocates (CASA) of
23 Kern County pursuant to California Code of Civil Procedure section 386.

24 9. Enhancement Award. In addition to the Individual Settlement Payment as a
25 Settlement Class Member and his individual share of the Aggrieved Employee
26 Payment, Plaintiff will apply to the Court for an award of not more than
27 \$10,000.00, as the Enhancement Award. Defendant will not oppose a
28 Enhancement Award of not more than \$10,000.00 for Plaintiff. The

1 Settlement Administrator shall pay the Enhancement Award, either in the
2 amount stated herein if approved by the Court or some other amount as
3 approved by the Court, to Plaintiff from the Gross Settlement Amount no later
4 than thirty (30) business days after the Funding Date. Any portion of the
5 requested Enhancement Award that is not awarded to the Class Representative
6 shall be part of the Net Settlement Amount and shall be distributed to
7 Settlement Class Members as provided in this Agreement. The Settlement
8 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for his
9 Enhancement Award. Plaintiff shall be solely and legally responsible to pay
10 any and all applicable taxes on his Enhancement Award and shall hold
11 harmless the Released Parties from any claim or liability for taxes, penalties,
12 or interest arising as a result of the Enhancement Award. Approval of this
13 Settlement shall not be conditioned on Court approval of the requested amount
14 of the Enhancement Award. If the Court reduces or does not approve the
15 requested Enhancement Award, Plaintiff shall not have the right to revoke the
16 Settlement, and it will remain binding.

- 17 10. Attorneys' Fees and Attorneys' Expenses. Defendant understands Class
18 Counsel will file a motion for or Attorneys' Fees not to exceed one-third of
19 the Gross Settlement Amount currently estimated to be \$231,666.67 **and**
20 Attorneys' Expenses supported by declaration not to exceed Twenty
21 Thousand Dollars (\$20,000.00). Any awarded Attorneys' Fees and
22 Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any
23 portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are
24 not awarded to Class Counsel shall be part of the Net Settlement Amount and
25 shall be distributed to Settlement Class Members as provided in this
26 Agreement. The Settlement Administrator shall allocate and pay the
27 Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later
28 than thirty (30) calendar days after the Funding Date. Class Counsel shall be

solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Penalties. Thirty-Six Thousand Dollars (\$36,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Penalties"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Penalties (\$27,000.00) to the California Labor and Workforce Development Agency no later than thirty (30) business days after the Effective Date (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Penalties (\$9,000.00) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter "Aggrieved Employee Payment"). For purposes of distributing the PAGA Penalties to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Administration Costs is \$8,000.00. The Settlement Administrator shall be paid the Administration Costs no later than thirty (30) business days after the Effective Date.

N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which

1 motion shall request final approval of the Settlement and a determination of the
2 amounts payable for the Enhancement Award, the Attorneys' Fees and Attorneys'
3 Expenses, the PAGA Penalties, and the Administration Costs. Plaintiff will provide
4 Defendant with a draft of the Motion at least 3 business days prior to the filing of the
5 Motion to give Defendant an opportunity to propose changes or additions to the
6 Motion.

7 1. Declaration by Settlement Administrator. No later than seven (7) days after
8 the Response Deadline, the Settlement Administrator shall submit a
9 declaration in support of Plaintiff's motion for final approval of this
10 Settlement detailing the number of Notice Packets mailed and re-mailed to
11 Class Members, the number of undeliverable Notice Packets, the number of
12 timely requests for exclusion, the number of objections received, the amount
13 of the average Individual Settlement Payment and highest Individual
14 Settlement Payment, the Administration Costs, and any other information as
15 the Parties mutually agree or the Court orders the Settlement Administrator to
16 provide.

17 2. Final Approval Order and Judgment. Class Counsel shall present an Order
18 Granting Final Approval of Class Action Settlement to the Court for its
19 approval, and Judgment thereon, at the time Class Counsel files the Motion
20 for Final Approval.

21 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
22 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
23 Final Approval, including the Order Granting Final Approval of Class Action
24 Settlement, and Judgment before filing with the Court. The Parties and their counsel
25 will cooperate with each other and use their best efforts to effect the Court's approval
26 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
27 Judgment.
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- 1 O. Cooperation. The Parties and their counsel will cooperate with each other and use
2 their best efforts to implement the Settlement.
- 3 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
4 except such proceedings necessary to implement and complete the Settlement, pending
5 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
- 6 Q. Amendment or Modification. This Agreement may be amended or modified only by
7 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 8 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
9 Agreement among these Parties, and no oral or written representations, warranties or
10 inducements have been made to any Party concerning this Agreement or its Exhibit
11 other than the representations, warranties and covenants contained and memorialized
12 in this Agreement and its Exhibit.
- 13 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
14 represent they are expressly authorized by the Parties whom they represent to negotiate
15 this Agreement and to take all appropriate Action required or permitted to be taken by
16 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
17 documents required to effectuate the terms of this Agreement. The persons signing
18 this Agreement on behalf of Defendant represents and warrants that he/she is
19 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
20 warrants that he is authorized to sign this Agreement and that he has not assigned any
21 claim, or part of a claim, covered by this Settlement to a third-party.
- 22 T. No Public Comment: The Parties and their counsel agree that they will not issue any
23 press releases, initiate any contact with the press, respond to any press inquiry, or have
24 any communication with the press about the fact, amount or terms of the Settlement
25 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
26 of its terms for any marketing or promotional purposes. Nothing herein will restrict
27 Class Counsel from including publicly available information regarding this settlement
28 in future judicial submissions regarding Class Counsel's qualifications and experience.

Further, Class Counsel will not include, reference or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

W. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

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

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

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

AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

1 BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
2 Released Claims have merit and give rise to liability on the part of Defendant.
3 Defendant claims that the Released Claims have no merit and do not give rise to
4 liability. This Agreement is a compromise of disputed claims. Nothing contained in
5 this Agreement and no documents referred to and no action taken to carry out this
6 Agreement may be construed or used as an admission by or against the Defendant or
7 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
8 than as may be specifically set forth herein, each Party shall be responsible for and
9 shall bear its/his own attorney's fees and costs.

10 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

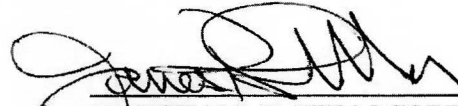
11 DATED: Mar 30, 2023

12 
Jermell Jones (Mar 30, 2023 13:55 PDT)

13 Jermell Jones

14
15 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

16 DATED: April 12, 2023

17 
MARSHALL E. HELM CORP.

18 James R. LaMar
19 Printed Name

20 President
21 Title

22 IT IS SO AGREED AS TO FORM BY COUNSEL:

23
24 DATED: March 31, 2023

JCL LAW FIRM, A.P.C.

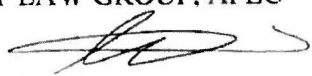
25 By: 

26 Attorneys for Plaintiff and the Settlement Class
27 Members
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DATED: March 31, 2023

ZAKAY LAW GROUP, APLC

By: 

Attorneys for Plaintiff and the Settlement Class Members

DATED: 4/12/23

LeBEAU THELEN LLP

By: 

Daniel K. Klingengerger, Esq.
Mathew M. Brady, Esq.

Attorneys for Defendant

EXHIBIT A

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

(Jones v. Marshall E. Helm Corp., et al., Kern County Superior Court Case No. BCV-21-102356)

**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 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 this lawsuit pending in the Superior Court for the State of California, County of Kern (the “Court”) has been reached between Plaintiff Jermell Jones (“Plaintiff”) and Defendant Marshall E. Helm Corp. (“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 non-exempt employees who are or previously were employed by Defendant, who performed work in California during the period of October 13, 2017 through March 5, 2023.

The “Class Period” is the period of time running from October 13, 2017 through March 5, 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 October 6, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Kern. Plaintiff asserted claims that Defendant: (1) Violated California Business and Professions Code § 17200 *et seq.*; (2) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (3) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (4) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (5) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (6) Failed to reimburse for required business expenses in violation of California Labor Code § 2802; (7) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (8) Failed to pay wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203; and (9) Unpaid sick pay in violation of Cal. Lab. Code § 246. On December 13, 2021, Plaintiff filed the operative First Amended Complaint, which dismissed the cause of action for Unpaid Sick Pay (Labor Code § 246) while maintaining the requisite allegations for violations of Labor Code § 246, and alleged an additional cause of action for Violation of the Private Attorneys General Act (Labor Code §§ 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. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On January 3, 2023, the Parties participated in an all-day mediation with Gig Kyriacou, Esq., a mediator of wage and hour class actions. Although the mediation concluded without a settlement, the Parties subsequently accepted a Mediator's settlement proposal and reached an agreement for 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 and Zakay Law Group, APC 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 Six Hundred and Ninety-Five Thousand Dollars (\$695,000) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel's attorneys' fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payment to the Plaintiff.

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 Expenses. Payment to the Settlement Administrator, estimated not to exceed \$8,000 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$231,666.67) and a Class Counsel Litigation

Expenses Payment of not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions 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.

- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$36,0000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$27,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$9,000.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses 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 ("Participating Class Members"). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. "PAGA Employees" means all non-exempt employees who are or previously were employed by Defendant, who performed work in California during the PAGA Period. The PAGA Period means the period of October 6, 2020 through March 5, 2023.

If the Settlement is approved by the Court, you will automatically be mailed a check for your 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. Twenty percent (20%) of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty percent (80%) of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA 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.

No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Settlement made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any

additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

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 Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged in the operative complaint, or which could have been alleged in the operative complaint, or which could have been alleged in the operative complaint based on the facts alleged, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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 this Action 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 13, 2017 through March 5, 2023).

Based on this information, your estimated Settlement Share is <<____>>.

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (October 6, 2020 through March 5, 2023).

Based on this information, your estimated PAGA Payment Share 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: ILYM Group Inc.

The Court will hold a hearing on _____ 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 www._____.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 Released PAGA Claims, and you will receive a share of the Net PAGA Amount.

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 _____. The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Jones v. Marshall E. Helm Corp.*, currently pending in Superior Court of Kern, Case No. BCV-21-102356. 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 *Jones v. Marshall E. Helm Corp. et al., Kern County Superior Court Case No. BCV-21-102356*. 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 _____. The address for the Settlement Administrator is _____.

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

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292

Counsel for Defendant:

Daniel K. Klingenberg, Esq.
Mathew M. Brady, Esq.
LeBeau Thelen, LLP
5001 East Commercecenter Drive,
Suite 300

Fax: (619) 599-2891

E-Mail: jlapyade@jcl-lawfirm.com

Fax: (619) 599-8291

Email: shani@zakaylaw.com

Post Office Box 12092

Tel.: (661) 325-8962

Fax: (661) 325-1127

E-Mail:

dklingenger@lebaeauthelen.com

mbrady@lebeauthelen.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 Kern County Superior Court, Department H, located at 1215 Truxtun Avenue, Bakersfield, CA 93301 before Judge Bernard C. Barmann, Jr. 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 _____ or write to *Jones v. Marshall E. Helm Corp., currently pending in Superior Court of Kern, Case No. BCV-21-102356*, 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 or by visiting the website listed in this notice.

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 will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to Court Appointed Special Advocates (CASA) of Kern County. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 3

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Jones v. Marshall E. Helm Corp.

Tuesday, March 7, 2023

Requesting Attorneys Name: Jackland Hom
E-Mail: jackland@zakaylaw.com
ILYM Contact: Sean Hartranft
E-Mail: Sean@ilymgroup.com
Contact Number: 949.690.2564

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	263
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Certified Spanish Translation	No
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
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CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	2	\$300.00
Programming of Class Database	Hourly	\$175.00	2	\$350.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$650.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	5	\$600.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	0	\$0.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s) via Mail, E-Mail & Fax	Hourly	\$70.00	1	\$70.00
Report Processing	Hourly	\$70.00	3	\$210.00
NCOA	Flat Rate	\$25.00	1	\$25.00
Toll Free Customer Service Representative	Flat Fee	\$50.00	1	\$50.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$955.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
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NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$1.50	263	\$394.50
USPS First Class Postage	Per Piece	\$0.60	263	\$157.80
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$2.00	53	\$105.20
Storage, Photocopies, Deliveries	Flat Fee	\$157.60	1	\$157.60

Subtotal \$815.10

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	3	\$450.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	3	\$375.00
Check, Stub & Release - Print & Mail (1099)	Per Check	\$1.50	263	\$394.50
USPS First Class Postage	Per Piece	\$0.60	263	\$157.80
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	26	\$52.60
Preparation of Taxes	Hourly	\$120.00	10	\$1,200.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$4,129.90

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Project Manager Final Reporting	Hourly	\$120.00	2	\$240.00
Process Unclaimed Funds to State Controller's Office	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	2	\$250.00

Subtotal \$1,440.00

Will Not Exceed: \$7,990.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 4

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);