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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JACOB GRIFFIN, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

COURTESY CHEVROLET CENTER, a
California Corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No: 37-2022-00005485-CU-OE-CTL

Action Filed: February 14, 2022

**DECLARATION OF SHANI O. ZAKAY,
ESQ. IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT AND JUDGMENT**

Date: July 7, 2023

Time: 10:30 a.m.

Dept.: C-64

Judge: Hon. Loren G. Freestone

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, co-lead
3 counsel of record for Plaintiff Jacob Griffin (“Plaintiff”) in this matter. As such, I am fully familiar
4 with the facts, pleadings and history of the matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of Plaintiff’s motion for an order:
7 approving the settlement in this Private Attorneys General Act (“PAGA”) action with Defendant
8 Courtesy Chevrolet Center (“Defendant”).

9 3. A true and correct copy of the fully executed Joint Stipulation of Settlement of
10 PAGA Action and Release of PAGA Claims (“Settlement Agreement”) is attached as Exhibit #1.
11 A proposed order approving the PAGA Settlement is submitted herewith.

12 4. On February 14, 2022, Plaintiff filed a complaint against Defendant in the Superior
13 Court of San Diego, Case No. 37-2022-00005485-CU-OE-CTL, alleging a single cause of action
14 for violations of PAGA based on the above Labor Code and Wage Order violations.

15 5. Plaintiff and Defendant agreed to mediate the action with Hon. Brian C. Walsh,
16 (Ret.), an experienced jurist and mediator of wage and hour actions. Prior to the mediation, the
17 Parties engaged in significant informal discovery in order to investigate Plaintiff’s claims and to
18 evaluate Defendant’s potential liability exposure. As a result, Plaintiff obtained thousands of pages
19 of documents, including but not limited to, Defendant’s written wage and hour policies and time
20 and payroll data for the Aggrieved Employees. Based on this extensive discovery, Plaintiff was
21 able to perform damages calculations and assess his claims relevant to Defendant’s defenses.

22 6. Thereafter, on March 15, 2023, the Parties engaged in a full-day mediation with
23 Judge Walsh. At the conclusion of the full-day mediation, the Parties reached a settlement which
24 is memorialized by the Settlement Agreement. The settlement was negotiated in light of all known
25 facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff
26 not being able to maintain representative claims and establishing manageability, the difficulty of
27 proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s potential defenses, and
28

1 the significant delay and potential appellate issues inherent to litigation – and was reached after
2 extensive arm’s length negotiations, with the assistance of Judge Walsh.

3 7. The PAGA Settlement is subject to Court approval consistent with Labor Code §
4 2699(1)(2). (Settlement Agreement at III(C).) The Settlement Agreement negotiated by the Parties
5 provides for a “Gross Settlement Amount” payment in the amount of \$230,000.00 to resolve the
6 PAGA claims (hereinafter referred to as the “PAGA Settlement”). From this PAGA Settlement of
7 \$230,000.00, there is a deduction of a Plaintiff’s Counsel Award for attorneys’ fees in the amount
8 of \$76,666.67 (which is one-third of the PAGA Settlement), plus costs and expenses not to exceed
9 \$15,000.00, and payment of Settlement Administration Costs estimated in the amount of \$5,000.00.
10 (Settlement Agreement at III(I)(8)-(9).) After these deductions, the amount remaining –
11 \$133,333.33 – is the “Net Settlement Amount.” (Settlement Agreement at I(K).)

12 8. Of the Net Settlement Amount, seventy-five percent (75%) will be paid to the
13 LWDA, and the remaining twenty-five percent (25%) will be paid to the Aggrieved Employees.
14 (Settlement Agreement at I(K).)² This 75/25 allocation is required by Labor Code § 2699 as
15 explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

16 9. The individual PAGA payment for each Aggrieved Employee shall be based on the
17 number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage
18 of the total pay periods worked by all Aggrieved Employees during the PAGA Period. (Settlement
19 Agreement at III(I)(1).) The PAGA Period is the time period December 7, 2020 to April 1, 2023.
20 (Settlement Agreement at I(O).)

21 10. Defendant provided that there were 232 Aggrieved Employees who collectively
22 worked 7,480 pay periods during the PAGA Period. (Settlement Agreement at III(A)(2).)

23 11. Upon entry of the final judgment and funding of the Gross Settlement Amount in
24 full, in exchange for the consideration set forth in the Agreement, the Plaintiff, the LWDA and the
25 State of California shall release the Defendant from the PAGA Released Claims for the PAGA
26 Period. “Released PAGA Claims” means all PAGA claims based on the factual or legal theories
27

28 ² “Aggrieved Employees” means individuals employed by Defendant as non-exempt employees in California during the PAGA Period. (Settlement Agreement at I(B).)

1 that were alleged in the operative First Amended Complaint and Plaintiff's PAGA Notice and
2 Amended PAGA Notice to the LWDA, or that reasonably could have been alleged based on the
3 facts, legal theories, Labor Code sections, and primary rights at issue in the First Amended
4 Complaint or Plaintiff's PAGA Notice and Amended PAGA notice, including PAGA Penalties for
5 the: failure to pay minimum, overtime, and sick pay wages; failure to provide complaint meal and
6 rest periods and meal and rest break premium payments; failure to provide accurate itemized wage
7 statements; failure to pay at the correct regular rate of pay; failure to pay for all time worked; failure
8 to timely pay wages; failure to reimburse for business expenses; making unlawful deductions from
9 compensation, and any other PAGA claims or PAGA penalties under the wage and hour laws
10 pleaded in the Action which occurred during the PAGA Period and expressly excluding all other
11 claims, including claims for vested benefits, wrongful termination, unemployment insurance,
12 disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.
13 The release of claims for PAGA penalties shall bind only the named Plaintiff, the Aggrieved
14 Employees, and the State of California. (Settlement Agreement at I(V).)

15 12. Defendant shall pay, via wire transfer or check, the Gross Settlement Amount to the
16 Settlement Administrator on or before the Funding Date. (Settlement Agreement at III(A)(3).)
17 Defendant will provide the Employee Data to the Settlement Administrator (Apex Class Actions)
18 no later than five (5) calendar days after the Effective Date. (Settlement Agreement at III(H).) The
19 Settlement Administrator will mail the individual Aggrieved Employee Payments by regular First-
20 Class U.S. Mail to the Aggrieved Employees' last known mailing address no later than five (5)
21 calendar days after the Funding Date. (Settlement Agreement at III(I)(4).) Any individual
22 Aggrieved Employee Payments returned to the Settlement Administrator as non-delivered on or
23 before the check cashing expiration deadline shall be re-mailed to any forwarding address provided.
24 (Settlement Agreement at III(I)(5).) If no forwarding address is provided, the Settlement
25 Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing,
26 or other similar search, and shall then perform a re-mailing. (*Id.*) Checks will remain valid and
27 negotiable for one hundred eighty (180) days from the date of their issuance. (Settlement
28 Agreement at III(I)(6).) Aggrieved Employees who received a re-mailed individual Aggrieved

1 Employee payment shall have their check expiration deadline extended fifteen (15) days from the
2 original check expiration deadline. (Settlement Agreement at III(I)(5).) If an Aggrieved Employee
3 does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will
4 send a letter to such persons, advising that the check will expire after the 180th day, and invite that
5 Aggrieved Employee to request reissuance in the event the check was destroyed, lost, or misplaced.
6 (Settlement Agreement at III(I)(6).) In the event Aggrieved Employee payment checks have not
7 been cashed within one hundred and eighty (180) days, all funds represented by such uncashed
8 checks, plus any interest accrued thereon, shall be transmitted to the State Controller Fund in the
9 name of the absent Aggrieved Employee. (Settlement Agreement at III(I)(6).) The individual
10 PAGA payments are 100% penalties and shall be reported using IRS tax form 1099. (Settlement
11 Agreement III(I)(2).)

12 13. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of
13 the Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant
14 motion for settlement approval as set forth in the accompanying proof of service in compliance with
15 Labor Code section 2699(1). In addition, Plaintiff will submit to the LWDA a copy of the Court's
16 judgment and order approving the Settlement Agreement within ten (10) days after entry of
17 judgment or order.

18 14. The claim before this Court is a representative claim under the PAGA on behalf of
19 the State of California for civil penalties pursuant to the PAGA. The Parties have agreed to settle
20 the PAGA claims in their entirety after significant informal discovery, and an arm's length
21 mediation. The settlement is intended to fully and finally resolve the Released Claims asserted by
22 Plaintiff on behalf of the State of California. This is only a settlement of the PAGA claims for civil
23 penalties and is not a class settlement and does not release the individual claims, if any, of the
24 Aggrieved Employees. This settlement does not release any claim that is not a PAGA claim.³
25 Attorneys' fees equal to one-third of the PAGA Settlement amount (\$76,666.67) and litigation
26 expenses in an amount not to exceed \$15,000.00 will also be paid to Plaintiff's Counsel as part of

27 ³ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th at 196: "Nonparty employees are
28 bound by the judgment in an action under the PAGA, but only with respect to recovery of civil
penalties."

the settlement in accordance with California Labor Code § 2699(g)(1) as set forth in the Settlement Agreement.⁴ Lastly, payment to the Settlement Administrator estimated in the amount of \$5,000 to perform the administrative duties to distribute the settlement money shall also be paid.

15. The Gross Settlement Amount of \$230,000.00 is fair and reasonable and, therefore, should be approved.

16. Here, *without stacking* the PAGA penalties, Defendant's *maximum* liability exposure is estimated at approximately \$748,000 in PAGA penalties (7,480 pay periods multiplied by \$100 per pay period⁵).

17. Assuming the Court permitted Plaintiff to stack PAGA penalties, Plaintiff's third-party damages consultant estimated Defendant's maximum liability exposure at approximately \$1,822,200. Plaintiff's consultant estimated Defendant's exposure as follows:

Claim	Penalty Amount ⁶	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Rest Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	4,197	56.1% of PAGA Pay Periods	\$209,850
<i>Meal Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	4,197	56.1% of PAGA Pay Periods	\$209,850
<i>Wage Statement Violations</i> Cal. Labor Code §§ 226 and 226.2	\$100	7,480	100% of PAGA Pay Periods	\$748,000
<i>Unpaid Wages Violations</i> Cal. Labor Code §§ 201, 202, 203, 204, 1194, 1197, 1997.1, 1198 and 558	\$100	2,805	100% of PAGA Pay Periods	\$280,500
<i>Unreimbursed Business Expense Violations</i> Cal. Labor Code § 2802	\$100	3,740	100% of PAGA Pay Periods	\$374,000

⁴ Plaintiff's Counsel incurred costs in the current amount of \$9,118.35, which is less than the cost allocation in the Settlement Agreement.

⁵ California Labor Code section 2699(f)(2) provides the default penalty for PAGA violations of \$100 for initial violations and \$200 for subsequent violations.

⁶ In *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144, the court decided that "[u]ntil the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties." Therefore, Plaintiff used only penalties for initial violations.

1 18. Plaintiff also alleged that Defendant failed to provide compliant rest periods.
2 Specifically, Plaintiff alleged that because of their rigorous work schedules and written policy that
3 rest periods could be waived, Plaintiff and PAGA Members were not able to take timely and duty-
4 free rest periods.

5 19. Lab. Code § 226.7(c) provides that “if an employer fails to provide an employee a
6 meal or rest or recovery period in accordance with a state law, including ... an ... order of the
7 Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at
8 the employee’s regular rate of compensation for each workday that the meal or rest or recovery
9 period is not provided.” Plaintiff’s expert identified a 56.1% violation rate for meal periods based
10 upon the expert’s review of time and payroll records. Plaintiff’s expert analysis did not, however,
11 consider instances where meal periods were non-compliant because an employee voluntarily
12 waived a compliant break. Because rest periods are not recorded, Plaintiff’s expert could not
13 identify a violation rate. Plaintiff therefore made the reasonable assumption that rest period
14 violations were committed at a rate similar to that of meal period violations.

15 20. Defendant argued that its written policy regarding the waiver of rest breaks was not
16 enforced in practice and that Plaintiff’s rest break claim would have mainly relied on the testimony
17 of PAGA Members, making it a riskier claim. Establishing liability likely would have entailed
18 competing testimony stating either rest breaks were taken, or rest breaks were voluntarily waived.
19 *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 (“Because
20 of the competing testimony before the Court, plaintiff’s evidence that defendant may have an illegal,
21 written rest break policy is insufficient for this Court to find that common issues predominate.”);
22 *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8
23 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not generate uniform
24 practices.”).

25 21. Based on an estimated 56.1% violation rate, Plaintiff contended that his claim for
26 rest period violations was potentially worth approximately \$209,850 dollars. This was calculated
27 by multiplying the number of total pay periods with a rest period violation by a violation rate of \$50
28 dollars. The \$50 penalty rate was used for a number of reasons in this instance. First, Defendant

1 argued that increased civil penalties for subsequent violations do not apply unless the Plaintiff can
2 present evidence that the Labor Commission or a court notified the employer that it was in violation
3 of the Labor Code. *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144 citing *Amaral v.*
4 *Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 [“Until the employer has been notified that
5 it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its
6 continuing underpayment of employees is a ‘violation’ subject to penalties.”].) Separately,
7 Defendant also argued that courts have considerable discretion to reduce the penalty awards under
8 PAGA. *See, e.g. Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (reducing the maximum
9 PAGA penalty amount by 90%, at \$5 per pay period). Accordingly, it is unlikely that Plaintiff
10 would recover full penalty amounts even if he prevailed in establishing the underlying Labor Code
11 violations. Pursuant to California Labor Code section 558(a)(1), an employer is subject to a penalty
12 of \$50 for violations of a Labor Code section regulating hours and days of work, including meal
13 period and rest period violations. Thus, because section 558(a)(1) specifically provides for a civil
14 penalty, Plaintiff used a \$50 penalty per violation for the meal and rest break claims.

15 22. Plaintiff also alleged that Defendant’s time records reflected non-compliant meal
16 periods, and that Plaintiff and other PAGA Members were encouraged to work through their meal
17 period. Additionally, Plaintiff’s expert found that 96.9% of shifts between 10 and 12 hours were
18 without a recorded second meal period. Conversely, Defendant asserted that it maintained facially
19 compliant meal period policies and practices throughout the PAGA Period. Thus, Defendant argued
20 that there was no potential liability for Plaintiff’s alleged meal period violations. Plaintiff estimated
21 the damages for this claim at \$209,850. This number was calculated by multiplying the number of
22 total pay periods where there was a meal period violation by a violation rate of \$50 dollars. The
23 \$50 penalty rate was used for the same reasons as stated above.

24 23. Plaintiff alleged derivative wage statement violations based on Defendant’s failure
25 to provide meal and rest periods. Plaintiff’s expert estimated that Defendant’s exposure for this
26 claim was approximately \$748,000 in penalties. This was calculated by multiplying the total number
27 of pay periods by a violation rate of \$100 per pay period. Plaintiff assumed a 100% violation rate
28 for inaccurate wage statements upon the derivative wage statement penalties as a result of

1 Defendant's failure to provide meal and rest periods. Plaintiff's Counsel considered the arguable
2 presence of various penalties and weighed the potential recoveries against probable defenses.
3 Specifically, Defendant could also argue that that meal and rest period violations do not entitle
4 employees like Plaintiff and the PAGA Members to pursue the derivative itemized wage statement
5 penalties. (*Naranjo v. Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th 927). Plaintiff could
6 not give the penalty claims great weight given that they depended on proving the underlying claims,
7 which had their own risks.

8 24. Plaintiff also alleged that Defendant failed to pay its employees for all hours worked.
9 Specifically, Plaintiff asserts that Defendant failed to pay employees for time spent undergoing
10 COVID-19 health screenings before being able to clock in for their shifts. Defendant vigorously
11 denied liability for this claim. Defendant argued, among other things, that all PAGA Members were
12 properly paid minimum and overtime compensation for all hours worked and that PAGA Members
13 were instructed not to work off-the-clock. Plaintiff's expert estimated that Defendant's exposure
14 for this claim was approximately \$280,500 in penalties. This number was calculated by multiplying
15 the number of pay periods with a violation by a violation rate of \$100 per pay period.

16 25. Plaintiff further alleged that Defendant required the Aggrieved Employees to
17 regularly pay out-of-pocket to launder their work uniforms and were required to use their personal
18 cell phones in furtherance of their job duties for Defendant. California law requires "[a]n employer
19 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
20 employee in direct consequence of the discharge of his or her duties, or of his or her obedience to
21 the directions of the employer..." (See *Cal. Labor Code* § 2802(a).) Plaintiff's expert estimated
22 Defendant's exposure for this claim was approximately \$374,000 in penalties. Defendant denies it
23 owes any unpaid reimbursements to Class Members.

24 26. In light of the above, the Gross Settlement Amount is approximately 12.6% of
25 Defendant's potential PAGA exposure. The Gross Settlement Amount compares favorably to the
26 likely recovery of PAGA penalties through continued litigation.

27 27. Defendant's maximum exposure to PAGA penalties is not a realistic outcome of the
28 litigation because it fails to account for the risks of continued litigation including, but not limited

1 to, Defendant’s defenses. *See, Zayerz v. Kiewit Infrastructure West*, 2018 U.S. Dist. LEXIS 14918,
2 *14 (C.D. Cal. January 18, 2018). For instance, Defendant contended that Plaintiff’s PAGA claims
3 could be wiped out in the light of the United States Supreme Court decision in *Viking River Cruises*
4 *v. Moriana*, (2022) 142 S.Ct. 1906.

5 28. In *Viking River*, the U.S. Supreme Court held that PAGA claims are preempted by
6 the Federal Arbitration Act, where, as here, arbitration agreements were signed by the employees.
7 This posed a very significant risk to Plaintiff’s case which was ultimately realized. *See Viking River*
8 *Cruises v. Moriana*, (2022) 142 S.Ct. 1906. Therefore, Plaintiff was mindful that their case could
9 be potentially wiped because of the U.S. Supreme Court’s adverse decision. Plaintiff’s claims are
10 arguably worthless in the post-*Viking River* world. *Cf. Adolph v. Uber Technologies* (California
11 Supreme Court has agreed to examine if SCOTUS relied on an incorrect understanding of California
12 state law in *Viking River*. Specifically, whether the representative side of the PAGA claim can,
13 under state law, continue even if the individual portion of the claim, if any exists, is compelled to
14 arbitration). *Id.*

15 29. Second, Defendant argued that it can only be assessed civil penalties for actual
16 violations of the Labor Code. *See* Lab. Code § 2699(f)(2). In other words, to recover any civil
17 penalties, Plaintiff would be required to prove the underlying Labor Code violations. (*Cardenas v.*
18 *McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) [“Given the
19 statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff
20 has not proven suffered a violation of the Labor Code by the defendant.”].) To do this, Plaintiff
21 would need to prove each PAGA Member was subject to the alleged Labor Code violation, which
22 would be difficult to do, since Defendant denies any liability or wrongdoing of any kind associated
23 with the claims alleged in this action.

24 30. Thus, Defendant contended that Plaintiff would be required to “prove Labor Code
25 violations with respect to each and every individual on whose behalf Plaintiff seek to recover civil
26 penalties under PAGA.” *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal.
27 Mar. 2, 2009). When “determining whether the employer committed Labor Code violations with
28

1 respect to each employee” is impractical, the PAGA action can be dismissed. *Wesson v. Staples the*
2 *Off. Superstore*, 2021 WL 4099059, *11 (Cal. Ct. App. Sept. 9, 2021).

3 31. Third, Defendant contended that PAGA actions with numerous employees, many
4 departments, and different types of employees are not manageable and may be dismissed on that
5 basis. *See, Wesson v. Staples the Office Superstore*, (2021) 68 Cal.App.5th 746 (holding that courts
6 can dismiss PAGA claims if significant variation exists among aggrieved employees, who have
7 unique factual situations) *see also, Ortiz v. CVS Caremark Corp.* (N.D. Cal. 2014) 2014 U.S. Dist.
8 LEXIS 36833 (dismissing PAGA claim as unmanageable because “a multitude of individualized
9 assessments would be necessary”); *Lifty v. Merrill Lynch & Co.* (C.D. Cal. 2014) 2014 U.S. Dist.
10 LEXIS 160448 (striking PAGA claim as unmanageable because “individualized issues predominate
11 in this action” and a “multitude of individualized assessments would be necessary”); *Amiri v. Cox*
12 *Communs. Cal., LLC* (C.D. Cal.) 272 F.Supp.3d 1187, 1194 (striking PAGA claim as
13 unmanageable). Here, with over 1,000 PAGA Members working in different types of jobs,
14 Defendant asserted that Plaintiff’s theories were unmanageable. *Cf. Estrada v. Royalty Carpet*
15 *Mills, Inc.*, (Cal.App. 4th Dist. March 30, 2022) (disagreeing with *Wesson* and creating a split
16 among the Courts of Appeal on whether manageability is a prerequisite to bringing a PAGA claim).

17 32. Fourth, a ballot initiative to eliminate PAGA has qualified for the 2024 ballot.
18 See [https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-](https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-for-2024-ballot/)
19 [for-2024-ballot/](https://news.ballotpedia.org/2022/07/26/california-ballot-initiative-to-repeal-paga-qualifies-for-2024-ballot/). If this initiative passes, it will effectively repeal PAGA by taking away the ability
20 to pursue civil penalties via a representative action. Plaintiff views this initiative as a significant
21 additional risk due to the potential limitation on their ability to recover penalties against Defendant
22 should litigation continue.

23 33. Finally, the maximum penalty figure does not consider that Courts have complete
24 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA]
25 if, based on the facts and circumstances of the particular case, to do otherwise would result in an
26 award that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2)). In
27 fact, Courts routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g.*
28 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5

1 per pay period; “Although the trial court may have disagreed with Starbucks regarding the issue of
2 liability, it clearly took the circumstances proffered by Starbucks into consideration when it
3 imposed the penalty ... only \$5 per initial violation”); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal
4 App 5th 778, 788 (2018), review granted on other grounds (noting that the trial court “exercised its
5 discretion to reduce the [PAGA] penalties to 13 percent of the full amount [requested, because] [o]n
6 average, plaintiffs were deprived of 13 percent of the 30-minute meal period”); *Fleming v.*
7 *Covidien, Inc.*, 2011 WL 7563047, *4 (C.D. Cal. 2011) (exercising discretion to reduce the
8 maximum amount of PAGA civil penalties for plaintiffs’ section 226 claims from \$2,800,000 to
9 \$500,000 because the employees suffered no injuries as a result of the erroneous wage statements
10 and made no complaints about the errors or omissions in the wage statements, thus reducing the
11 maximum penalty by 82%); *see also, Gola v. University of San Francisco*, San Francisco Superior
12 Court Case No. CGC-18-5655018, Proposed Statement of Decision, dated July 21, 2020, Judge
13 Curtis A. Karnow of San Francisco Complex (concluding after a full-blown bench trial that a
14 penalty of 15% of the maximum PAGA penalties was the appropriate penalty). Moreover, in
15 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a
16 judgment after trial which only provided for a PAGA penalty of \$5 per pay period. Therefore, at
17 trial, any PAGA penalties awarded in this case could be significantly less than Plaintiff’s
18 calculation, even had Plaintiff prevailed on the PAGA claim. Here, multiplying the number of pay
19 periods (approximately 7,480) by \$5 results in a total potential liability of \$37,400. Therefore, even
20 assuming Plaintiff would have prevailed on all of his claims in trial, the result obtained by Plaintiff
21 in the Settlement exceeds the amount Plaintiff would have recovered had the Court relied on
22 *Carrington* in awarding the PAGA penalties. The gross amount obtained by Plaintiff’s Counsel is
23 reasonable in light Defendant’s arguments. Further, the adverse decisions in *Viking River Cruises*
24 and *Wesson* pose very significant, and even fatal, risk to Plaintiff’s case.

25 34. Defendant’s substantial compliance could also operate to prevent the imposition of
26 PAGA penalties.

27 35. Given Defendant’s defenses to the claimed Labor Code violations at issue, and the
28 risks and costs of continued litigation, Plaintiff and Plaintiff’s Counsel believe that the Gross

1 Settlement Amount is fair and reasonable. This settlement was negotiated by experienced counsel
2 at arm's length.

3 36. The LWDA has been provided notice of this motion and the PAGA settlement, and
4 the decision of LWDA to accept the PAGA settlement and not oppose the motion should be given
5 considerable weight. Moreover, the LWDA is a sophisticated government entity that can assert and
6 protect its own rights.

7 37. Plaintiff's Counsel seeks approval of attorneys' fees from the PAGA Settlement in
8 the amount of \$76,666.67, representing one-third of the \$230,000.00 PAGA Settlement amount.
9 PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that
10 the payment of attorneys' fees and costs in this settlement is a matter of contract for a contingent
11 representation. Nevertheless, should this Court review the requested attorneys' fees, it is clear that
12 the requested fees and costs are reasonable.

13 38. First, the requested fees are justified by the result achieved. Plaintiff's Counsel
14 negotiated a recovery of \$230,000.00, and this result justifies the requested fees equal to one third
15 of this recovery. This percentage is within the standard contingent recovery percentage of one-
16 third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert*
17 *Half Int'l Inc.*, 1 Cal.5th 480, 504 (2016). At the time this case was brought, the result was far from
18 certain. Defendant's defenses to the merits of the case created difficulties with proof and complex
19 legal issues for Counsel to overcome. Here, a number of defenses asserted by Defendant present
20 serious threats to the claims of the Plaintiff and the Aggrieved Employees. These defenses are
21 summarized hereinabove. If successful, Defendant's defenses would eliminate *any recovery* to the
22 Aggrieved Employees. While Plaintiff believes that these defenses could be overcome, Defendant
23 maintains these defenses have merit, which therefore presents a serious risk to recovery. The PAGA
24 Settlement was possible because Counsel was able to persuade Defendant that there was an
25 appreciable risk that Plaintiff would prevail on the factual and legal issues underlying liability and
26 overcome difficulties in proof as to monetary relief.

27 39. Second, the fee award is justified by the work performed. My firm's billing records
28 and cost summary are attached hereto as Exhibit #2. As detailed in this declaration, and the

1 Declaration of Jean-Claude Lapuyade at ¶ 4, the fee award represents Plaintiff’s Counsels’ current
2 combined lodestar of \$66,186.67 with a multiplier of 1.16, and with additional work to be performed
3 such that the multiplier will ultimately be even lower. Generally, the Ninth Circuit and California
4 Courts award multipliers between 2 to 4 times the lodestar to reward counsel for accepting the
5 contingent risks of the litigation or obtaining good results. *See, e.g., Laffitte*, 1 Cal. 5th at 506
6 (approving one-third fee award with multiplier between 2.03 and 2.13); *Pellegrino v. Robert Half*
7 *Int’l, Inc.*, 182 Cal.App.4th 278 (2010) (noting reasonable multipliers of 2.0 to 4.0 are often applied
8 and affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001)
9 (noting that multipliers can range from 2 to 4 or higher); *Vandervort v. Balboa Capital Corp.*, 8
10 F.Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.52 multiplier
11 of lodestar); *Boyd v. Bank of America*, 2014 WL 6473804, at *11 (C.D. Cal. 2014) (awarding one-
12 third of fund, which was a 2.58 multiplier of lodestar); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-
13 02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving fee award that represented
14 a multiplier of 2.76 as falling within the “majority” range for risk multipliers).

15 40. Third, consideration of the enhancement factors justifies the enhancement of the
16 lodestar. Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in
17 payment, the quality of work, and the novelty and difficulty of the issues involved. *See Ketchum*
18 *v. Moses*, 24 Cal.4th 1122, 1132 (2001). Failure to apply a risk multiplier in cases that meet these
19 criteria is an abuse of discretion. *Stetson v. Grissom*, 821 F.3d 1157, 1166 (9th Cir. 2016).

20 41. Finally, as to litigation expenses, Plaintiff’s Counsel will be recovering litigation
21 expenses in the total amount of the \$9,118.35, which is less than the \$15,000 allocated in the
22 Settlement Agreement.

23 Experience and Qualifications

24 42. I have represented thousands of employees in a variety of legal matters, including
25 PAGA lawsuits, class actions and complex litigation cases. Zakay Law Group APC’s practice is
26 devoted almost entirely to the prosecution of wage and hour class action and PAGA action matters.
27 I have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
28

1 and other lawsuits involving complex issues of law and fact. A true and correct copy of the resume
2 of Zakay Law Group, APC is attached hereto as Exhibit #3.

3 43. My credentials are reflected in the Zakay Law Group, APC firm resume, a true and
4 correct copy of which is attached hereto as Exhibit #3. Some of the major cases my firm has
5 undertaken are also set forth in Exhibit #3. I have had extensive representative and class litigation
6 experience, much of it in the area of representative PAGA actions, employment class actions, unfair
7 business practices and other complex litigation. I have litigated similar wage and hour class action
8 cases against other employers on behalf of employees. It is this level of experience which enabled
9 the firm to undertake the instant matter and to successfully combat the resources of the defendant
10 and its capable and experienced counsel. On account of the concerted and dedicated effort this case
11 required in order to properly handle and prosecute, I was precluded from taking other cases, and in
12 fact, had to turn away other potential fee generating cases.

13 44. My hourly rate for this case is \$550 per hour. My rate is in line with the prevailing
14 rates of attorneys in the local legal community for similar work and, if this were a commercial
15 matter, these are the charges that would be made and presented to the client. The rates charged by
16 my firm are in line with the prevailing rates of attorneys in the local legal community for similar
17 work and, if this were a commercial matter, these are the charges that would be made and presented
18 to the client. These hourly rates have been approved by Court's throughout California, including
19 the Courts in the Superior Court of California. Finally, the reasonableness of my hourly rates is
20 further confirmed by comparing this rate with the rates of comparable counsel practicing complex
21 and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
22 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014)
23 (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
24 average associate billing rate" are reasonable rates when compared within 21 other firms practicing
25 in the Southern District of California.) This survey is useful to show that Class Counsel's rates are
26 in line with the comparable rates of the defense counsel that opposes these types of class claims,
27 such as Mayer Brown. In another example, Sheppard Mullin Richter & Hampton, who is opposing
28 counsel in many cases prosecuted by Class Counsel charges rates as high as \$875 for partners and

1 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases,
2 charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates
3 charged by Plaintiff's Counsel for comparable work are less than these examples, and are therefore
4 undoubtedly reasonable.

5 Additional Issues

6 45. **National Change of Address** – The Settlement Administrator is required to perform
7 a National Change of Address search on any check returned by the U.S. Postal Service as non-
8 deliverable, and re-mail the check to the Aggrieved Employee's new address under the Settlement
9 Agreement.

10 46. **Information Received** – In this case, Plaintiff received all of the information needed
11 to evaluate the claims being settled. The following is a summary of the relevant documents
12 received, reviewed and analyzed by Plaintiffs in order to evaluate the claims:

- 13 a. Significant sample data showing the employees, their employment dates, their
14 time sheets, hourly rates, and their wages.
- 15 b. Significant sample data concerning recorded meal periods.
- 16 c. Defendant's Employee Handbook for the relevant time period, which outlined
17 the wage and hour policies of Defendant.
- 18 d. Employee file of Plaintiff.
- 19 e. Samples of wage statements provided by Defendant to employees.
- 20 f. Significant sample payroll data.
- 21 g. Hiring and termination forms used by Defendant for employees.

22 47. **PAGA Penalties Valuation.** PAGA penalty calculations are highly variable.
23 Plaintiff's Counsel is unaware of any PAGA judgment in which substantial PAGA penalties were
24 awarded at the full statutory rate, rather, the PAGA judgments have typically decreased the amount
25 of the per violation penalty to a fraction of the statutory amount. Here, some of the PAGA penalty
26 amounts were likely not awardable at the maximum rate given the defenses presented by Defendant.
27 In addition to the defenses presented by Defendant, as detailed above, there is another basis for
28 concluding that the settlement in this case is reasonable even with PAGA penalties in this amount.

Specifically, PAGA penalty claims are routinely settled at a small fraction of the potential penalties. For example, Judge Nelson in *Price v. Uber Technologies*, (Los Angeles Superior Court case no. BC554512), recently approved a PAGA settlement of \$7.75 million for 1.5 million drivers where the maximum PAGA liability was \$151 billion. Thus, the PAGA penalties were settled for 0.005% of the PAGA liability. Notably, this was the largest PAGA settlement in the 15-year history of PAGA. So while PAGA penalty figures may be inflated to significant numbers, realistic settlements of PAGA claims result in a settlement amount of less than 1% of the PAGA liability. Here, the settlement represents 12.6% of the maximum PAGA liability.

48. **Scope of the Release.** The release is limited to PAGA penalties actually asserted in the operative complaint and in the notices to the LWDA.

49. **Compliance with Labor Code §§2689.** On June 12, 2023, the LWDA was provided notice of this motion and the PAGA settlement. (See Exhibit #4).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 12th day of June 2023, at San Diego, California.

By: 
Shani O. Zakay

EXHIBIT 1

JCL LAW FIRM, APC

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Sydney Castillo-Johnson (State Bar #343881)
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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JACOB GRIFFIN, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

COURTESY CHEVROLET CENTER, a
California corporation; and Does 1 through
50, Inclusive,

Defendants.

Case No. 37-2022-00005485-CU-OE-CTL

[Action Filed February 14, 2022]

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

Dept.: C-64
Judge: Hon. Loren G. Freestone

1 This Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered into
2 by and between Plaintiff JACOB GRIFFIN (hereinafter “Plaintiff”), in his representative capacity
3 on behalf of the State of California and fellow Aggrieved Employees, and Defendant COURTESY
4 CHEVROLET CENTER (hereinafter “Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Action” shall mean the case of *Jacob Griffin v. Courtesy Chevrolet Center*, filed on
7 February 14, 2022, in San Diego Superior Court, Case No. 37-2022-00005485-CU-
8 OE-CTL.
9
- 10 B. “Aggrieved Employees” shall mean all individuals employed by Defendant and who
11 were classified as non-exempt employees in California during the period between
12 December 7, 2020 to April 1, 2023 (the “PAGA Period”).
13
- 14 C. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Settlement
15 of PAGA Action and Release of PAGA Claims.
16
- 17 D. “Court” means the Superior Court for the State of California, County of San Diego
18 presiding over the Action.
19
- 20 E. “Defendant” shall mean COURTESY CHEVROLET CENTER.
21
- 22 F. “Effective Date” means the date of entry by the Court of an order and judgment finally
23 approving this Settlement.
24
- 25 G. “Employee Data” means information regarding the Aggrieved Employees that
26 Defendant will in good faith compile from its records and provide to the Settlement
27 Administrator. It shall be formatted in the manner requested by the Settlement
28 Administrator and shall include sufficient information to effectuate this settlement,

1 including but not limited to: each Aggrieved Employee's full name; last known
2 address; Social Security Number; and the number of Pay Periods worked during the
3 PAGA Period.
4

5 H. "Funding Date" shall mean thirty (30) calendar days after the Effective Date and is
6 the date Defendant transfers the Gross Settlement Amount into the QSF in accord
7 with the terms of this Agreement.
8

9 I. "Gross Settlement Amount" means Two Hundred and Thirty Thousand Dollars
10 (\$230,000.00), which Defendant shall pay into the QSF in connection with this
11 Settlement, inclusive of the LWDA Payment, Aggrieved Employee Payments,
12 Plaintiff's Counsel Award (Attorneys' fees, expenses and costs), Plaintiff's Service
13 Award, and the Settlement Administration Costs.
14

15 J. "LWDA" means the California Labor and Workforce Development Agency.
16

17 K. "Net Settlement Amount" or "NSA" means the amount remaining from the Gross
18 Settlement Amount after deducting the Settlement Administration Cost, Plaintiff's
19 Service Award, and the Plaintiff's Counsel Award. The NSA shall be used to satisfy
20 Plaintiff's claims for civil penalties arising under PAGA asserted on behalf of the
21 Aggrieved Employees and the LWDA. Twenty-five percent (25%) of the NSA shall
22 be allocated to the Aggrieved Employees ("Aggrieved Employee Payment") and
23 distributed based on the pro rata number of Pay Periods worked by each Aggrieved
24 Employee during the PAGA Period. Seventy-five percent (75%) of the NSA shall be
25 paid to the LWDA ("LWDA Payment").
26
27
28

- 1 L. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved
2 Employees by the Settlement Administrator in the form set forth as Exhibit A to this
3 Agreement.
4
- 5 M. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
6 Labor Code § 2698, *et seq.*
7
- 8 N. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA
9 Period for each Aggrieved Employee divided by the total of the Pay Periods for all
10 Aggrieved Employees during the PAGA Period.
11
- 12 O. "PAGA Period" means the period between December 7, 2020 to April 1, 2023.
13
- 14 P. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
15 Plaintiff or Defendant, individually.
16
- 17 Q. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee
18 Payment, as defined herein, means any bimonthly pay period in which Aggrieved
19 Employees received wages during their employment with Defendant during the
20 PAGA Period.
21
- 22 R. "Plaintiff" or "PAGA Representative" shall mean JACOB GRIFFIN.
23
- 24 S. "Plaintiff's Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC
25 ("JCL") and Shani O. Zakay, Esq. of Zakay Law Group, APLC ("ZLG").
26
- 27 T. "Plaintiff's Counsel Award" means the award of attorneys' fees and reimbursement
28 of litigation expenses that the Court authorizes to be paid to Plaintiff's Counsel for

1 the services they have rendered to Plaintiff, the State of California, and the Aggrieved
2 Employees consisting of attorneys' fees not to exceed one-third of the Gross
3 Settlement Amount *plus* actually incurred litigation costs up to \$15,000.00 as
4 documented by Plaintiff Counsel's billing records. Plaintiff Counsel's application for
5 the Plaintiff's Counsel Award is subject to Court approval, and a reduction in
6 attorneys' fees or costs awarded by the Court is not a basis for Plaintiff to void,
7 rescind, or terminate this Agreement. Plaintiff's Counsel's award of attorneys' fees
8 shall be divided by Plaintiff's Counsel as follows: 50% to Zakay Law Group, APLC,
9 and 50% to The JCL Law Firm, APC.
10

11
12 U. "QSF" means the Qualified Settlement Fund established, designated, and maintained
13 by the Settlement Administrator to fund the Gross Settlement Amount.
14

15 V. "Released PAGA Claims" shall mean all PAGA claims based on the factual or legal
16 theories that were alleged in the operative First Amended Complaint and Plaintiff's
17 PAGA Notice and Amended PAGA Notice to the LWDA, or that reasonably could
18 have been alleged based on the facts, legal theories, Labor Code sections, and primary
19 rights at issue in the First Amended Complaint or Plaintiff's PAGA Notice and
20 Amended PAGA notice, including PAGA Penalties for the: failure to pay minimum,
21 overtime, and sick pay wages; failure to provide complaint meal and rest periods and
22 meal and rest break premium payments; failure to provide accurate itemized wage
23 statements; failure to pay at the correct regular rate of pay; failure to pay for all time
24 worked; failure to timely pay wages; failure to reimburse for business expenses;
25 making unlawful deductions from compensation, and any other PAGA claims or
26 PAGA penalties under the wage and hour laws pleaded in the Action which occurred
27
28

1 during the PAGA Period and expressly excluding all other claims, including claims
2 for vested benefits, wrongful termination, unemployment insurance, disability, social
3 security, workers' compensation, and PAGA claims outside of the PAGA Period. The
4 release of claims for PAGA penalties shall bind only the named Plaintiff, the
5 Aggrieved Employees, and the State of California.
6

7 W. "Service Award" means: the payment to Plaintiff for initiating the Action and
8 providing services in support of the Action. Plaintiff shall apply for a payment in the
9 amount of \$10,000.
10

11 X. "Settlement" means the disposition of the Action pursuant to this Agreement.
12

13 Y. "Settlement Administrator" means Apex Class Action, 20371 Irvine Ave., Suite 110,
14 Newport Beach, CA 92660 Tel: 1-800-355-0700. The Settlement Administrator
15 establishes, designates, and maintains a QSF under Internal Revenue Code section
16 468B and Treasury Regulation section 1.468B-1 into which the amount of the Gross
17 Settlement Amount is deposited for the purpose of resolving the claims in the Action
18 on behalf of the LWDA and the Aggrieved Employees. The Settlement Administrator
19 shall maintain the funds until distribution in an account(s) segregated from the assets
20 of Defendant and any person related to Defendant. ***All accrued interest shall be paid***
21 ***and distributed to the Aggrieved Employees as part of their respective share of the***
22 ***Aggrieved Employee Payment.***
23

24
25 Z. "Settlement Administration Costs" means the amount to be paid for the costs of
26 administration of the Settlement from the Gross Settlement Amount not to exceed
27 \$5,000.00.
28

1 **II. RECITALS**

2
3 A. On December 7, 2021, Plaintiff filed a Notice of Violations with the Labor and
4 Workforce Development Agency (LWDA) and served the same on Defendant.

5
6 B. On February 14, 2022, Plaintiff filed the Action against Defendant alleging a single
7 cause of action for violations of PAGA for, *inter alia*, the following:

- 8 1. Failure to pay minimum and overtime wages
9
10 2. Failure to provide complaint meal and rest periods;
11
12 3. Failure to provide accurate itemized wage statements;
13
14 4. Failure to pay at the correct regular rate of pay;
15
16 5. Failure to pay for all time worked;
17
18 6. Failure to timely pay wages;
19
20 7. Failure to reimburse for business expenses; and
21
22 8. Making unlawful deductions from compensation.

23 C. On April 21, 2022, Defendant filed an Answer to the Complaint, asserting numerous
24 affirmative defenses.

25 D. On March 15, 2023, the Parties voluntarily attended an all-day mediation presided
26 over by The Honorable Judge Brian C. Walsh (Ret.), an experienced jurist and
27 mediator. The mediation concluded with a settlement wherein the Parties agreed to
28

1 the key terms of a settlement which was memorialized in the Memorandum of
2 Understanding (“MOU”).

3
4 E. On May 11, 2023, Plaintiff filed an Amended Notice of Violations with the Labor and
5 Workforce Development Agency (LWDA) and served the same on Defendant.

6
7 F. Thereafter, Plaintiff filed the operative First Amended Complaint in order to include
8 additional allegations associated with alleged Covid-19 health screenings and
9 uniform cleaning expenses.

10
11 G. This Agreement replaces and supersedes the MOU any other agreements,
12 understandings, or representations between the Parties. This Agreement represents a
13 compromise and settlement of highly disputed claims. Nothing in this Agreement is
14 intended or will be construed as an admission by Defendant that the claims in the
15 Action of Plaintiff or the Aggrieved Employees have merit or that Defendant bears
16 any liability to Plaintiff or the Aggrieved Employees on those claims or any other
17 claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have
18 merit.
19

20 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:
21

22 **III. TERMS OF AGREEMENT**

23
24 A. Settlement Consideration and Settlement Payments by Defendant.

25 1. Settlement Consideration. In full and complete settlement of the Action, and
26 in exchange for the releases set forth below, Defendant will pay the Gross
27 Settlement Amount of Two Hundred and Thirty Thousand Dollars
28

1 (\$230,000.00). The Parties agree that this is a non-reversionary Settlement and
2 that no portion of the Gross Settlement Amount shall revert to Defendant.
3 Except as provided for in Section III(A)(2), Defendant shall not be required
4 to pay more or less than the Gross Settlement Amount.
5

6 2. Number of Aggrieved Employees and Pay Periods. It is estimated that there
7 are approximately 232 Aggrieved Employees who worked an aggregate total
8 of 7,480 Pay Periods during the PAGA Period. Should the qualifying pay
9 periods increase beyond 10% worked by the Aggrieved Employees during the
10 PAGA Period (i.e., more than 8,228), Defendant shall notify Plaintiff that it
11 will, at Defendant's sole discretion, either: (i) increase the Gross Settlement
12 Amount on a pro-rata basis equal to the percentage increase in the number of
13 pay periods worked by the Aggrieved Employees above ten percent (10%),
14 meaning Defendant will increase the Gross Settlement Amount by the
15 percentage above ten percent (10%) (e.g., if the number of workweeks
16 increases by 11%, the Gross Settlement Amount will increase by one percent
17 (1%)); or (ii) end the PAGA Period at any point after the qualified workweeks
18 of 8,228.
19
20

21 3. Settlement Payment. Defendant shall pay the Gross Settlement Amount to the
22 Settlement Administrator on or before the Funding Date.
23

24 B. PAGA Release. Upon entry of the final judgment and funding of the Gross Settlement
25 Amount in full, in exchange for the consideration set forth in this Agreement, the
26 Plaintiff, the Aggrieved Employees, and the State of California shall release the
27 Defendant from the PAGA Released Claims for the PAGA Period. As a result of this
28

1 release, the Aggrieved Employees shall be precluded from bringing claims against
2 Defendant for the Released PAGA Claims.

3
4 C. Conditions Precedent: This Settlement will become final and effective only upon (1)
5 the Court entering judgment pursuant to either the Parties' Motion for Settlement
6 Approval or Joint Stipulation re: Settlement Approval, and (2) Defendant fully funding
7 the Gross Settlement Amount.

8
9 D. Nullification of Settlement Agreement. If this Settlement Agreement is not approved
10 by the Court, fails to become effective, or is reversed, withdrawn, or in any way
11 prevents or prohibits Defendant from obtaining a complete resolution of the Released
12 PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

13
14 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
15 and shall not be admissible in any judicial, administrative or arbitral
16 proceeding for any purpose or with respect to any issue, substantive or
17 procedural; and

18
19 2. None of the Parties to this Settlement will be deemed to have waived any
20 claims, objections, defenses or arguments in the Action.

21
22 E. Tax Liability. The Parties make no representations as to the tax treatment or legal
23 effect of the payments called for in this Agreement. The Aggrieved Employees are
24 not relying on any statement or representation by the Parties in this regard. Aggrieved
25 Employees understand and agree that they will be responsible for the payment of any
26 taxes and penalties assessed on their respective share of the Aggrieved Employee
27

1 Payments and will be solely responsible for any penalties or other obligations resulting
2 from their personal tax reporting of the Aggrieved Employees Payments.

3
4 F. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
5 the “acknowledging party” and each Party to this Agreement other than the
6 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
7 of this Agreement, and no written communication or disclosure between or among the
8 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
9 such communication or disclosure constitute or be construed or be relied upon as, tax
10 advice within the meaning of United States Treasury Department circular 230 (31 CFR
11 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
12 her or its own, independent legal and tax counsel for advice (including tax advice) in
13 connection with this Agreement, (b) has not entered into this Agreement based upon
14 the recommendation of any other Party or any attorney or advisor to any other Party,
15 and (c) is not entitled to rely upon any communication or disclosure by any attorney
16 or adviser to any other party to avoid any tax penalty that may be imposed on the
17 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
18 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax
19 strategies (regardless of whether such limitation is legally binding) upon disclosure by
20 the acknowledging party of the tax treatment or tax structure of any transaction,
21 including any transaction contemplated by this Agreement.
22
23

24
25 G. Settlement Administrator. The Settlement Administrator shall be responsible for:
26 establishing and administering the QSF; calculating, processing and mailing payments
27 to Plaintiff’s Counsel, Plaintiff, LWDA, and Aggrieved Employees; printing and
28

1 mailing the Notice of PAGA Settlement to the Aggrieved Employees as directed by
2 the Court; calculating, and distributing tax forms for the Aggrieved Employee
3 Payments; providing declaration(s) as necessary in support of approval of this
4 Settlement; and other tasks as the Parties mutually agree or the Court orders the
5 Settlement Administrator to perform. The Settlement Administrator shall keep the
6 Parties timely apprised of the performance of all Settlement Administrator
7 responsibilities.
8

9
10 H. Employee Data. No later than five (5) calendar days after the Effective Date,
11 Defendant shall provide the Settlement Administrator with the Employee Data.

12 I. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
13 the Gross Settlement Amount on or before the Funding Date.
14

15 1. Calculation of Individual Payments to the Aggrieved Employees. Using the
16 Employee Data, the Settlement Administrator shall add up the total number of
17 Pay Periods for all Aggrieved Employees during the PAGA Period. The
18 respective Pay Periods for each Aggrieved Employee will be divided by the
19 total Pay Periods for all Aggrieved Employees, resulting in the “PAGA
20 Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s
21 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Pay
22 Periods to calculate each Aggrieved Employee’s estimated share of the
23 Aggrieved Employee Payment.
24

25
26 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
27 individual Aggrieved Employee Payments shall be allocated and treated 100%
28

1 as penalties and interest. The individual Aggrieved Employee Payments shall
2 not be subject to wage withholdings and shall be reported on IRS Form 1099.

3
4 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
5 Payments made to the Aggrieved Employees under this Settlement
6 Agreement, as well as any other payments made pursuant to this Settlement
7 Agreement, will not be utilized to calculate any additional benefits under any
8 benefit plans to which any Aggrieved Employee may be eligible, including,
9 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
10 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
11 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
12 will not affect any rights, contributions, or amounts to which any Aggrieved
13 Employee may be entitled under any benefit plans.

14
15
16 4. Mailing. Individual Aggrieved Employee Payments shall be mailed by
17 regular First-Class U.S. Mail to the Aggrieved Employees' last known mailing
18 address no later than five (5) calendar days after the Funding Date. Upon
19 receipt of the Employee Data, the Settlement Administrator will perform a
20 search based on the National Change of Address Database to update and
21 correct any known or identifiable address changes. No later than fourteen (14)
22 calendar days after receiving the Employee Data from Defendant, the
23 Settlement Administrator shall mail Individual Aggrieved Employee
24 Payments to all Aggrieved Employees via regular First-Class U.S. Mail. The
25 Settlement Administrator shall exercise its best judgment to determine the
26 current mailing address for each Aggrieved Employee. The address identified
27
28

1 by the Settlement Administrator as the current mailing address shall be
2 presumed to be the best mailing address for each Aggrieved Employee.

3
4 5. Undeliverable Aggrieved Employee Payments. Any Individual Aggrieved
5 Employee Payments returned to the Settlement Administrator as non-
6 delivered on or before the check cashing expiration deadline shall be re-mailed
7 to any forwarding address provided. If no forwarding address is provided, the
8 Settlement Administrator shall promptly attempt to determine a correct
9 address by lawful use of skip-tracing, or other search using the name, address
10 and/or Social Security number of the Aggrieved Employee involved, and shall
11 then perform a re-mailing, if another mailing address is identified by the
12 Settlement Administrator. In addition, if any Individual Aggrieved Employee
13 Payment, which is addressed to any Aggrieved Employee who is currently
14 employed by Defendant, is returned to the Settlement Administrator as non-
15 delivered and no forwarding address is provided, the Settlement Administrator
16 shall notify Defendant. Defendant will request that the currently employed
17 Aggrieved Employee provide a corrected address and transmit to the
18 Administrator any corrected address provided by the Aggrieved Employee.
19 Aggrieved Employees who received a re-mailed Individual Aggrieved
20 Employee Payment shall have their check expiration deadline extended fifteen
21 (15) days from the original check expiration deadline.
22
23

24
25 6. Check Expiration Deadline. Any checks issued to Aggrieved Employees shall
26 remain valid and negotiable for one hundred and eighty (180) days from the
27 date of their issuance. If an Aggrieved Employee does not cash his or her
28

1 settlement check within 90 days, the Settlement Administrator will send a
2 letter to such persons, advising that the check will expire after the 180th day,
3 and invite that Aggrieved Employee to request reissuance in the event the
4 check was destroyed, lost or misplaced. In the event Aggrieved Employee
5 Payment checks have not been cashed within one hundred and eighty (180)
6 days, all funds represented by such uncashed checks, plus any interest accrued
7 thereon, shall be transmitted to the State Controller Fund in the name of the
8 absent Aggrieved Employee.
9

10
11 7. LWDA Payment. The Settlement Administrator shall transmit the LWDA
12 Payment to the LWDA as one lump sum payment, if by check, certified mail
13 return receipt requested to Plaintiff's Counsel, within fifteen (15) calendar
14 days of the Funding Date.
15

16 8. Plaintiff's Counsel Award. Defendant understands a request by Plaintiff's
17 Counsel for attorneys' fees not to exceed one-third of the Gross Settlement
18 Amount (currently estimated to be \$76,666.67) plus costs and expenses
19 supported by declaration not to exceed Fifteen Thousand Dollars
20 (\$15,000.00), from the Gross Settlement Amount will be made. Any portion
21 of the requested Plaintiff's Counsel Award that is not awarded to Plaintiff's
22 Counsel shall be part of the Net Settlement Amount and shall be placed in the
23 NSA and distributed to the LWDA and the Aggrieved Employees as provided
24 in this Agreement. The Settlement Administrator shall distribute and pay the
25 Plaintiff's Counsel Award to Plaintiff's Counsel from the Gross Settlement
26 Amount no later than fifteen (15) calendar days after the Funding Date.
27
28

1 Plaintiff's Counsel shall be solely and legally responsible to pay all applicable
2 taxes on the payment made pursuant to this paragraph. The Settlement
3 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff's Counsel
4 for the payments made pursuant to this paragraph. In the event that the Court
5 reduces or does not approve the requested Plaintiff's Counsel Award, Plaintiff
6 and Plaintiff's Counsel shall not have the right to revoke the Settlement, or to
7 appeal such order, and the Settlement will remain binding.
8

9
10 9. Settlement Administration Costs. The Settlement Administrator shall be paid
11 for the costs of administration of the Settlement from the Gross Settlement
12 Amount. The estimate of the Settlement Administration Costs is \$5,000.00.
13 The Settlement Administrator shall be paid the Settlement Administration
14 Costs no later than fifteen (15) calendar days after the Funding Date.
15

16 J. Approval Motion. Plaintiff's Counsel and Plaintiff shall use best efforts to file with
17 the Court a Motion for Settlement Approval and Entering Judgment Finally
18 Approving Settlement, within thirty (30) days following the execution of this
19 Agreement.
20

21 K. Notice of Settlement to LWDA. In connection with the Motion for Approval of
22 PAGA Settlement and/or Joint Stipulation re: Settlement Approval, Plaintiff's
23 Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code
24 section 2699(1)(2). Plaintiff's Counsel shall within ten (10) days after the entry of the
25 judgment or order approving this Settlement, submit the order approving the
26 Settlement to the LWDA pursuant to California Labor Code section 2699(1)(3).
27
28

- 1 N. Review of Motion for Settlement Approval. Plaintiff's Counsel will provide an
2 opportunity for Counsel for Defendant to review the Motion for Settlement Approval,
3 including the Order Granting Approval of the Settlement, and Judgment Finally
4 Approving Settlement before filing with the Court. The Parties and their counsel will
5 cooperate with each other and use their best efforts to affect the Court's approval of
6 the Motion for Approval of the Settlement, and entry of Judgment.
- 7
- 8 O. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10
- 11 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
12 except such proceedings necessary to implement and complete the Settlement.
- 13
- 14 Q. Amendment or Modification. This Agreement may be amended or modified only by
15 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 16
- 17 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
18 Agreement among these Parties, and no oral or written representations, warranties or
19 inducements have been made to any Party concerning this Agreement or its Exhibit
20 other than the representations, warranties and covenants contained and memorialized
21 in this Agreement and its Exhibit.
- 22
- 23 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
24 represent they are expressly authorized by the Parties whom they represent to negotiate
25 this Agreement and to take all appropriate Action required or permitted to be taken by
26 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
27 documents required to effectuate the terms of this Agreement. The person signing this
28

1 Agreement on behalf of Defendant represents and warrants that he/she is authorized to
2 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she
3 is authorized to sign this Agreement and that she has not assigned any claim, or part
4 of a claim, covered by this Settlement to a third-party.
5

6 T. Limited Disclosure: The Parties and their counsel agree that they will not make any
7 public disclosure, will not issue any press releases, initiate any contact with the press,
8 respond to any press inquiry, or have any communication with the press about the fact,
9 amount or terms of the Settlement Agreement. Nothing herein will restrict PAGA
10 Counsel from including publicly available information regarding this Settlement in
11 future judicial submissions regarding PAGA Counsel's qualifications and experience.
12 PAGA Counsel further agree to not reference, include, or use the Settlement of this
13 Action or any of its terms for any marketing or promotional purposes.
14

15
16 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
17 to the benefit of, the successors or assigns of the Parties, as previously defined.
18

19 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
20 shall be governed by and interpreted according to the laws of the State of California.
21

22 W. Counterparts. This Agreement may be executed in one or more counterparts. All
23 executed counterparts and each of them shall be deemed to be one and the same
24 instrument provided that counsel for the Parties to this Agreement shall exchange
25 among themselves copies or originals of the signed counterparts.
26

27 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
28 is a fair, adequate, and reasonable settlement of this Action and have arrived at this

1 Settlement after extensive arms-length negotiations, taking into account all relevant
2 factors, present and potential.

3
4 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
5 respect to the interpretation, implementation, and enforcement of the terms of this
6 Agreement and all orders and judgments entered in connection therewith, and the
7 Parties and their counsel submit to the jurisdiction of the Court for purposes of
8 interpreting, implementing, and enforcing the settlement and all orders and judgments
9 entered in connection with this Agreement.

10
11 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
12 the Court shall first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents so as to define all provisions of this
14 Agreement valid and enforceable.

15
16 AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
17 Released PAGA Claims have merit and give rise to liability on the part of Defendant.
18 Defendant contends that the Released PAGA Claims have no merit and do not give
19 rise to liability. This Agreement is a compromise of disputed claims. Nothing
20 contained in this Agreement and no documents referred to and no action taken to carry
21 out this Agreement may be construed or used as an admission by or against the
22 Defendant or Plaintiff or Plaintiff's Counsel as to the merits or lack thereof of the
23 claims asserted. Other than as may be specifically set forth herein, each Party shall be
24 responsible for and shall bear its/his own attorney's fees and costs.
25
26
27
28

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

DATED: Jun 5, 2023


Jacob Griffin (Jun 5, 2023 17:41 CDT)

JACOB GRIFFIN

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____

COURTESY CHEVROLET CENTER

Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: June 6, 2023

JCL LAW FIRM, A.P.C.

By:  _____

Attorneys for the Plaintiff and the Aggrieved
Employees

DATED: June 6, 2023

ZAKAY LAW GROUP, A.P.L.C.

By:  _____

Attorneys for the Plaintiff and the Aggrieved
Employees

DATED: _____

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: _____

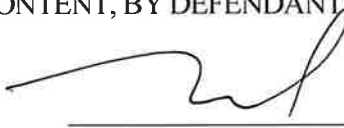
Attorneys for Defendant

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

DATED: _____
JACOB GRIFFIN

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: June 5, 2023 
COURTESY CHEVROLET CENTER
Tim Elomina
Printed Name
CFU
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____ JCL LAW FIRM, A.P.C.
By: _____
Attorneys for the Plaintiff and the Aggrieved Employees

DATED: _____ ZAKAY LAW GROUP, A.P.L.C.
By: _____
Attorneys for the Plaintiff and the Aggrieved Employees

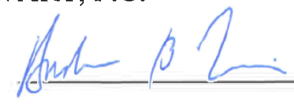
DATED: 6/6/2023 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
By: 
Attorneys for Defendant

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee Jacob Griffin (“Plaintiff”) against Courtesy Chevrolet Center (“Defendant”) in the Superior Court of the State of California, County of San Diego for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”) (the “Action”). Plaintiff claimed that he and other employees were not provided legally compliant meal and rest periods, not paid for all time worked, not properly paid overtime, not paid at the correct regular rate of pay, not provided with accurate wage statements, not timely paid final wages and not reimbursed for business expenses.

Defendant expressly denies these claims and denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any penalties claimed by the Plaintiff are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for representative action treatment. Defendant contends, among other things, that at all times it has complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

The Parties, including Plaintiff’s Counsel (“PAGA Counsel”) participated in an all-day mediation with experienced mediator Hon. Brian Walsh (Ret.) and reached an agreement for settlement (“Settlement”). The Settlement resolves the claims asserted in the lawsuit on behalf of all individuals employed by Defendant as non-exempt employees in California at any time between December 7, 2020 to April 1, 2023 (the “PAGA Period”) (“PAGA Employees”).

You have been identified as a PAGA Employee and are therefore entitled to a share of the Settlement. This settlement check shall remain valid until [insert date].

This check is issued pursuant to the terms of the PAGA settlement in San Diego Superior Court Case No. 37-2022-00005485-CU-OE-CTL. The PAGA settlement settles and releases all PAGA claims based on the factual or legal theories that were alleged in the operative First Amended Complaint and Plaintiff’s PAGA Notice and Amended PAGA Notice to the California Labor Workforce Development Agency, or that reasonably could have been alleged based on the facts, legal theories, Labor Code sections, and primary rights at issue in the First Amended Complaint or Plaintiff’s PAGA Notice and Amended PAGA notice, including PAGA penalties for the: failure to pay minimum, overtime, and sick pay wages; failure to provide complaint meal and rest periods and meal and rest break premium payments; failure to provide accurate itemized wage statements; failure to pay at the correct regular rate of pay; failure to pay for all time worked; failure to timely pay wages; failure to reimburse for business expenses; making unlawful deductions from compensation, and any other PAGA claims or PAGA penalties under the wage and hour laws pleaded in the Action 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 payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will

be mailed appropriate tax forms in [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address. Neither PAGA Counsel or Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability.

If you have any questions about your award, please contact the [insert administrator information]. Please do not contact Defendant.

EXHIBIT 2

Activities Export

06/12/2023

12:07 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/24/2023	\$ ● Unbilled	Expert Cost	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	1.00	\$1,225.00	-	\$1,225.00
02/06/2023	\$ ● Unbilled	Mediation Fee	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	1.00	\$2,725.00	-	\$2,725.00
08/23/2022	\$ ● Unbilled	OneLegal - Order	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Natalia Michele	1.00	\$33.45	-	\$33.45
07/28/2022	\$ ● Unbilled	OneLegal - CMS	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Natalia Michele	1.00	\$12.87	-	\$12.87
06/23/2022	\$ ● Unbilled	OneLegal - CMS	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Natalia Michele	1.00	\$12.87	-	\$12.87
12/08/2021	\$ ● Unbilled	LWDA PAGA Fee	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	1.00	\$75.00	-	\$75.00
12/07/2021	\$ ● Unbilled	Printing Fee - PAGA	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	1.00	\$1.20	-	\$1.20
							\$0.00 0.00h	\$4,085.39 0.00h

Activities Export

06/12/2023

12:06 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/12/2023	 	Finalize Motion for PAGA Approval Papers ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	1.30h	\$395.00	-	\$513.50
06/06/2023	 	Work on the MPA ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	3.50h	\$575.00	-	\$2,012.50
06/05/2023	 	Revise Motion for PAGA Approval Papers ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	1.50h	\$395.00	-	\$592.50
06/02/2023	 	Draft Motion for PAGA Approval Papers ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	5.80h	\$395.00	-	\$2,291.00
05/26/2023	 	Meeting w/ Attorney Alvarado to discuss CMC coverage ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.40h	\$395.00	-	\$158.00
05/11/2023	 	Draft Amended PAGA Letter ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.80h	\$395.00	-	\$316.00
05/09/2023	 	Multiple emails w/ OC re SAR ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.20h	\$395.00	-	\$79.00
05/08/2023	 	Work on settlement documents. ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	2.00h	\$575.00	-	\$1,150.00
04/03/2023	 	Emails with counsel regarding the SAR and related documents ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	0.20h	\$575.00	-	\$115.00
					79.10h		\$0.00 0.00h	\$37,610.00 79.10h

Activities Export

06/12/2023

12:06 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/02/2023		Work on the amended complaint per settlement. More work on the settlement agreement.  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	1.20h	\$575.00	-	\$690.00
03/31/2023		Work on SAR  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	3.70h	\$575.00	-	\$2,127.50
03/31/2023		Review and revise stipulation for leave to file amended complaint  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	0.60h	\$575.00	-	\$345.00
03/30/2023		Review MOU and draft FAC and Stip to File FAC  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	1.50h	\$395.00	-	\$592.50
03/30/2023		Draft PAGA SAR and Admin Notice  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	5.50h	\$395.00	-	\$2,172.50
03/30/2023		Emails w/ Admin for settlement administration  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.20h	\$395.00	-	\$79.00
03/16/2023		Work on the MOU. Coordinate execution of MOU and discuss with client.  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	1.50h	\$575.00	-	\$862.50
03/15/2023		Prepare for and attend mediation.  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	10.00h	\$575.00	-	\$5,750.00
03/14/2023		Mediation prep	44201-Jacob	Shani	0.50h	\$575.00	-	\$287.50
					79.10h		\$0.00 0.00h	\$37,610.00 79.10h

Activities Export

06/12/2023

12:06 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Jacob Griffin v. Courtesy Chevrolet	Zakay				
03/09/2023	🕒	Review and revise mediation brief ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	1.80h	\$395.00	-	\$711.00
03/09/2023	🕒	Emails w/ OC re pay codes for mediation ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.20h	\$395.00	-	\$79.00
03/08/2023	🕒	More work on mediation brief ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	0.80h	\$575.00	-	\$460.00
03/06/2023	🕒	Draft mediation brief ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jaclyn Joyce	1.60h	\$495.00	-	\$792.00
03/03/2023	🕒	Meeting with counsel to discuss necessary work on mediation brief ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	1.00h	\$575.00	-	\$575.00
03/02/2023	🕒	Review damage model and emails with expert regarding the same and discuss with Attorney Castillo-Johnson. ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	1.00h	\$575.00	-	\$575.00
03/01/2023	🕒	Review mediation production documents. Work on mediation brief ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	4.50h	\$575.00	-	\$2,587.50
02/21/2023	🕒	Emails with JAMS regarding mediation	44201-Jacob Jacob Griffin v. Courtesy	Shani Zakay	0.20h	\$575.00	-	\$115.00
					79.10h		\$0.00	\$37,610.00
							0.00h	79.10h

Activities Export

06/12/2023

12:06 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Chevrolet					
02/16/2023	🕒	Review DEF'S mediation production ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	4.20h	\$395.00	-	\$1,659.00
02/16/2023	🕒	Emails regarding call with mediator ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	0.10h	\$575.00	-	\$57.50
11/14/2022	🕒	Emails w/ OC re mediation sampling ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.20h	\$375.00	-	\$75.00
11/11/2022	🕒	Emails w/ OC re case demographics for mediation ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.50h	\$375.00	-	\$187.50
10/31/2022	🕒	Review file and revise mediation data demand ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	1.00h	\$375.00	-	\$375.00
10/27/2022	🕒	Emails regarding mediation. ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	0.20h	\$550.00	-	\$110.00
09/23/2022	🕒	Review and revise Stip to Stay and emails w/ OC re same ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.80h	\$375.00	-	\$300.00
09/23/2022	🕒	Review and approve stipulation to stay. ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	0.40h	\$550.00	-	\$220.00
08/26/2022	🕒	Email w/ mediator re mediation	44201-Jacob	Jackland	0.20h	\$375.00	-	\$75.00
					79.10h		\$0.00	\$37,610.00
							0.00h	79.10h

Activities Export

06/12/2023

12:06 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		scheduling ● Unbilled	Jacob Griffin v. Courtesy Chevrolet	Hom				
08/25/2022	🕒	Emails regarding mediation. ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	0.30h	\$550.00	-	\$165.00
08/23/2022	🕒	Emails regarding signed order ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	0.10h	\$550.00	-	\$55.00
08/22/2022	🕒	Emails w/ OC re selection of mediator ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.30h	\$375.00	-	\$112.50
08/22/2022	🕒	Emails regarding mediation. ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	0.20h	\$550.00	-	\$110.00
08/18/2022	🕒	Emails w/ OC re mediation ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.20h	\$375.00	-	\$75.00
08/18/2022	🕒	Emails with OPC regarding mediation. ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	0.50h	\$550.00	-	\$275.00
08/01/2022	🕒	Review and revise Stip to Stay ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.50h	\$375.00	-	\$187.50
08/01/2022	🕒	Work on stipulation to stay. ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	0.40h	\$550.00	-	\$220.00
07/29/2022	🕒	Emails w/ OC re stip to stay	44201-Jacob	Jackland	0.40h	\$375.00	-	\$150.00
					79.10h		\$0.00	\$37,610.00
							0.00h	79.10h

Activities Export

06/12/2023

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Jacob Griffin v. Courtesy Chevrolet	Hom				
07/28/2022	🕒	Review and approve CMS ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	0.60h	\$550.00	-	\$330.00
07/28/2022	🕒	Drafting CMS, filing, and serving on OC. ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Natalia Michele	1.00h	\$165.00	-	\$165.00
07/15/2022	🕒	Prepare for and attend CMC ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	1.00h	\$375.00	-	\$375.00
06/23/2022	🕒	Drafting CMS, filing, and serving on OC. ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Natalia Michele	1.00h	\$165.00	-	\$165.00
06/15/2022	🕒	Multiple emails re DEF potential MTC Arb ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.40h	\$375.00	-	\$150.00
04/29/2022	🕒	Multiple emails w/ OC re PLA arbitration agreement ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.40h	\$375.00	-	\$150.00
04/26/2022	🕒	Review and approve SI for service ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.50h	\$375.00	-	\$187.50
04/22/2022	🕒	Review DEF's Answer ● Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	1.00h	\$375.00	-	\$375.00
					79.10h		\$0.00	\$37,610.00
							0.00h	79.10h

Activities Export

06/12/2023

12:06 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/22/2022		Review Defendant's Answer. Legal research regarding various affirmative defenses.  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	1.50h	\$550.00	-	\$825.00
04/06/2022		Review and approve discovery.  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	1.20h	\$550.00	-	\$660.00
04/04/2022		Emails w/ OC re extension of responsive pleading deadline  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.20h	\$375.00	-	\$75.00
03/08/2022		Emails w/ OC re signed NAR  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.20h	\$375.00	-	\$75.00
02/16/2022		Emails w/ OC re e-service of complaint packet  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.20h	\$375.00	-	\$75.00
02/15/2022		Emails w/ OC re defendant representation  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.10h	\$350.00	-	\$35.00
12/07/2021		Draft PAGA letter  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	0.80h	\$350.00	-	\$280.00
12/07/2021		Review file and revise complaint  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Jackland Hom	3.00h	\$350.00	-	\$1,050.00
12/07/2021		Review file. Review and revise complaint and PAGA letter.  Unbilled	44201-Jacob Jacob Griffin v. Courtesy Chevrolet	Shani Zakay	4.00h	\$550.00	-	\$2,200.00

EXHIBIT 3

Zakay Law Group, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

United States District Court for the District of California (all courts)

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*

Legal Skills Honor Instructor for Professor Leslie Culver

Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

• **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

3. Attorney Jackland K. Hom Biography:

• **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*

President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. **Attorney Julieann Alvarado Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2022 – present

GOMEZ TRIAL ATTORNEYS, San Diego, CA
Trial Attorney, January 2021 – December 2021

- **EDUCATION**

UNIVERSITY OF SAN DIEGO SCHOOL OF LAW, San Diego, CA

Juris Doctor, *cum laude*, May 2020

Honors: Dean's Honor Scholarship Recipient (Renewed as 2L and 3L)

CALI Excellence for the Future Award: Legal Writing and Research I

Activities: President of External Affairs, Consumer Attorneys of USD
Competing Member, USD National Mock Trial Team

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

Bachelor of Arts: Psychology, *magna cum laude*, May 2017

Honors: Presidential Scholarship Recipient

Dean's List: Spring 2015-Spring 2017

5. **Attorney Jaclyn Joyce Biography:**

• **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA
Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA
Attorney, June 2016 – April 2019

• **EDUCATION**

UCLA SCHOOL OF LAW, Los Angeles, CA

Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL

Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

6. **Lead Counsel – Class Action & Representative Cases:**

1. **Hubscher v. Bodyspirit, LLC**

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. **Henry v. InMotion Entertainment Group, LLC**

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. **Moore v. Zirx Transportation**

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. **Pasallo v. GSG Protective Services**

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	In Litigation

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	Settled

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
Case No.	34-2020-00287054
Nature	Regular Rate
Status	Settled

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	CGC-20-588382
Nature	Meal and Rest Break + Regular Rate
Status	Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

88. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

89. Carlos Cortez v. M & M Automotive Group, LLC.

Court	Alameda
Case No.	HG21086853
Nature	Violation of PAGA
Status	In Litigation

90. Christian Soltero v. Summit Pizza West, LLC

Court	San Diego
Case No.	37-2021-00001288-CU-OE-CTL
Nature	Meal/Rest Breaks, 2698
Status	Settled

91. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	In Litigation

92. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	In Litigation

93. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

94. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

95. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	In Litigation

96. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

97. Gabriel Guzman Jr. v. Vulcan Materials Company

Court	San Diego
Case No.	30-2021-00052064-CU-OE-CTL
Nature	Violation of PAGA
Status	In Litigation

98. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

99. Michael Harrington v. Genesis Private Security, Inc.

Court	Alameda
Case No.	RG21105476
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

100. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

101. Joe Moreno v. Rambo, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

102. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

103. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

104. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

105. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

106. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

107. Chanda Young v. Breakfast Republic

Court	Los Angeles
Case No.	21SMCV01447
Nature	2699, 201, 202, 203
Status	In Litigation

108. Jesus Marin v. Chipotle Services, LLC.

Court	San Diego
Case No.	37-2021-00051618
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

109. Daniel Rosas v. WSD Engineering, Inc.

Court	Alameda
Case No.	RG21086699
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

110. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

111. Amanda Hernandez v. Parenting Network

Court	San Joaquin
Case No.	VCU287027
Nature	Meal/Rest Breaks, Wage Statement Violations, PAGA
Status	Settled

112. Christiane Hilden v. Oakwood Village, Inc.

Court	Placer
Case No.	S-CV-0046676
Nature	PAGA
Status	Settled

113. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

114. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

115. Richard Sanchez v. Salinas Lincoln Mercury

Court	Monterey
Case No.	21CV001535
Nature	PAGA
Status	In Litigation

116. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

117. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

118. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

119. Katsiaryna Karnachova v. INTO North America, Inc.

Court	San Diego
Case No.	37-2021-00023758-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

120. Doretha Jackson v. White Fir Holdings, LLC

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

121. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	In Litigation

122. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

123. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

124. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

125. Khozama Almahdi v. Vitamin Shoppe Industries

Court	Santa Clara
Case No.	20CV365150
Nature	PAGA
Status	Settled

126. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

127. Janelle Harris v. 7Cuts, LLC

Court	Contra Costa
Case No.	MSC21-01375
Nature	Meal/Rest Breaks, Wage Statement Violations, PAGA
Status	Settled

128. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

129. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

130. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	PAGA
Status	In Litigation

131. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

132. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

133. Arthur Gutierrez v. Anning Company

Court	Los Angeles
Case No.	21PSCV00785
Nature	Unpaid Wages, PAGA
Status	In Litigation

134. Pedro Rodriguez v. RM Parks

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Unpaid Wages, Wage Statement Violations, PAGA
Status	Settled

135. Phillip Soto v. Niki Investments

Court	Orange
Case No.	30-2021-01213064-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

136. David Ezell v. Diab Leasing

Court	Sacramento
Case No.	2021-305329
Nature	Meal/Rest Breaks, Unpaid Overtime, Wage Statement Violations, PAGA
Status	Settled

137. John Icabalceta v. Integrated Protection Corp.

Court	Los Angeles
Case No.	21STCV28920
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

138. Jose Garcia v. Pacific Shellfish Inc.

Court	San Diego
Case No.	37-2021-00021898-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

139. Geneva Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

140. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

141. Isabella Ruiz v. Tiwana & Sons, Inc.

Court	San Joaquin
Case No.	STK-CV-400-2021-6420
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

142. Tausha Griswold v. Savings Bank of Menocino County

Court	Mendocino
Case No.	21CV00670
Nature	Wage Statement Violations, PAGA
Status	Settled

143. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

144. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	Settled

145. Sara Chiu v. Cornish & Carey (NewMark)

Court	Alameda
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

146. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

147. Jalil Hasim v. The Davey Tree Expert Company

Court	San Francisco
Case No.	CGC-21-595544
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

148. Devin Terrel v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

149. Michelle Lee v. Aveanna Healthcare AS, LLC

Court	Santa Clara
Case No.	21CV387081
Nature	PAGA
Status	Settled

150. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

151. Lydia Wedan v. Lakeport Post Acute, LLC

Court	Lake
Case No.	CV-422113
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

152. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

153. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

154. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

155. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	In Litigation

156. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

157. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

158. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

159. Bria Ware v. Shake Shack

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

160. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	In Litigation

161. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

162. Tanya Ripley v. Cerner Corp.

Court	Placer
Case No.	S-CV-0045961
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

EXHIBIT 4