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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MONTEREY

RICHARD SANCHEZ, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

SALINAS LINCOLN MERCURY, INC., a
California Corporation; and Does 1 through 50,
Inclusive,

Defendants.

Case No: 21CV0001535

Action Filed: May 10, 2021

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

Date: October 28, 2022

Time: 8:30 a.m.

Dept.: 15

Judge: Hon. Thomas W. Wills

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 Richard Sanchez (“Plaintiff”) in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of the matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated
6 herein.

7 2. This declaration is being submitted in support of the motion by Plaintiff for an order:
8 approving the settlement in this Private Attorneys General Act (“PAGA”) action with Defendant
9 Salinas Lincoln Mercury, Inc. (“Defendant”).

10 3. A true and correct copy of the fully executed Private Attorney General Act (Labor
11 Code Section 2698 *Et Seq.*) Settlement Agreement and Limited Release (“Settlement Agreement”)
12 is attached as Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith.

13 4. On March 4, 2021, Plaintiff Richard Sanchez on behalf of himself and on behalf of
14 other “Aggrieved Employees” submitted a notice and draft complaint to the LWDA memorializing
15 claims against Defendant for alleged violations of the California Labor Code, including claims for
16 failure to pay all minimum, regular, and overtime wages; failure to provide compliant meal periods
17 or compensation in lieu thereof in violation of Labor Code sections 226.7, and 512; failure to
18 provide compliant rest periods or compensation in lieu thereof in violation of Labor Code sections
19 226.7, and 512; failure to reimburse employees for business-related expenses; failure to properly
20 calculate the regular rate of pay for purposes of compensating paid overtime compensation, sick
21 time, and/or vacation pay; failure to separately compensate piece-rate and/or commission-based
22 aggrieved employees for non-productive time, including rest periods; failure to provide accurate
23 wage statements in violation of Labor Code section 226(a); claims for violations of Labor Code
24 sections 201, 202, 203, 204, 206.5, 210, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198,
25 and 2802; and claims for civil penalties and other relief pursuant to Labor Code section 2699, and
26 the sections preceding and following section 2699 (“PAGA Claims”). (LWDA Case No. 823726-
27 21.) On May 10, 2021, Plaintiff filed a complaint against Defendant in the Superior Court of
28

1 Monterey County, Case No. 21CV001535, alleging a single cause of action for violations of PAGA
2 based on the above Labor Code violations.

3 5. Plaintiff and Defendant agreed to mediate the action with Gig Kyriacou, Esq., an
4 experienced wage and hour PAGA action mediator. Prior to the mediation, in order to evaluate the
5 potential value of the claims, the Parties engaged in significant efforts to obtain evidence regarding
6 the claims asserted, including all of Defendant's relevant wage and hour policies, the exchange of
7 detailed statistical data regarding work performed by Plaintiff and the Aggrieved Employees, the
8 production of hundreds of pages of documents, including a large sample of payroll records and time
9 records, and the exchange of detailed briefing and analysis in connection with the mediation. Based
10 on this extensive discovery, Plaintiff was able to perform damages calculations and assess his claims
11 relevant to Defendant's defenses.

12 6. Thereafter, on March 17, 2022, the Parties engaged in a full-day mediation with Mr.
13 Kyriacou. At the conclusion of the full-day mediation, the Parties reached an agreement for
14 settlement based on a mediator's proposal, which led to the signing of the Settlement Agreement
15 memorializing the settlement. The settlement was negotiated in light of all known facts and
16 circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not
17 being able to maintain representative claims and establishing manageability, the difficulty of
18 proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential defenses, and
19 the significant delay and potential appellate issues inherent to litigation – and was reached after
20 extensive arm's length negotiations, with the assistance of Mr. Kyriacou.

21 7. The PAGA settlement is subject to Court approval consistent with Labor Code §
22 2699(1)(2) (Settlement Agreement at III(K).) The Settlement Agreement negotiated by the Parties
23 provides for a "Maximum Settlement Amount" payment in the amount of \$171,000 to resolve the
24 PAGA Claims (hereinafter referred to as the "PAGA Settlement"). From this PAGA Settlement of
25 \$171,000, there is a deduction of attorneys' fees in the amount of \$57,000 (which is one-third of
26 the PAGA Settlement), reimbursement of incurred costs in an amount not to exceed \$20,000, and
27 Settlement Administration Costs, which will not exceed \$5,000. (Settlement Agreement at III(J)(7)-
28

1 (8)).² After these deductions, the amount remaining is the “Net Settlement Amount”, which is
2 estimated to be \$89,000. (Settlement Agreement at I(K).)

3 8. Of the Net Settlement Amount, seventy-five percent (75%) will be paid to the
4 LWDA, and the remaining twenty-five percent (25%) will be paid to the Aggrieved Employees.
5 (Settlement Agreement at I(K).)³ This 75/25 allocation is required by Labor Code § 2699 as
6 explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

7 9. The individual payment for each Aggrieved Employee shall be based on the number
8 of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage of the
9 total pay periods worked by all Aggrieved Employees during the PAGA Period. (Settlement
10 Agreement at III(J)(1).) The PAGA Period is the time period from March 4, 2020, through March
11 31, 2022. (Settlement Agreement at I(O).)

12 10. At the time of mediation, Defendant estimated that there were 65 Aggrieved
13 Employees who worked approximately 3,100 pay periods during the PAGA Period. (Settlement
14 Agreement at III(A)(2).)

15 11. Upon entry of Judgment and funding in full of the PAGA Settlement by Defendant,
16 the Released Parties shall be entitled to a release from the State of California and Plaintiff as to the
17 following claims:

18 “Released PAGA Claims” means all claims for civil penalties arising under PAGA
19 that were asserted in the Complaint and Plaintiff’s March 4, 2021 notice to the
20 LWDA.

21 (Settlement Agreement at I(V).)

22 12. The Maximum Settlement Amount shall be due by Defendant to the Settlement
23 Administrator via wire transfer on the Funding Date. (Settlement Agreement at III(A)(3)).
24 Defendant will provide the necessary information about the Aggrieved Employees to the Settlement

25 ² In the event the Court approves less than One-Third of the PAGA Settlement Amount in
26 Attorneys’ Fees or less than \$20,000 in Attorneys’ Expenses to Plaintiff’s Counsel, the unawarded
27 difference will be added to the Net Settlement Amount and not to Plaintiff’s Counsel or Defendant
(Settlement Agreement at III(J)(7).)

28 ³ “Aggrieved Employees” means all current and former non-exempt employees of Defendant during
the PAGA Period. (Settlement Agreement at I(B).) The PAGA Period means the period between
March 4, 2020 through March 31, 2022. (Settlement Agreement at I(O).)

1 Administrator (ILYM Group) no later than (10) calendar days after the Effective Date. (Settlement
2 Agreement at III(I)). The Settlement Administrator will mail the individual payments for each
3 Aggrieved Employee by regular First-Class U.S. Mail to the Aggrieved Employees' last known
4 mailing address no later than fifteen (15) calendar days after the Funding Date. (Settlement
5 Agreement at III(J)(4).) Checks will remain valid and negotiable for one hundred eighty (180) days.
6 (Settlement Agreement at III(J)(5).) If an Aggrieved Employee does not cash his or her settlement
7 check within ninety (90) days, the Settlement Administrator will send a letter to such persons,
8 advising that the check will expire after the 180th day, and invite that Aggrieved Employee to request
9 reissuance in the event the check was destroyed, lost, or misplaced. (*Id.*) In the event an Aggrieved
10 Employee payment check has not been cashed within one hundred and eighty (180) days, all funds
11 represented by such uncashed checks, plus any interest accrued thereon, shall be transmitted to St.
12 Jude's Children's Research Hospital. (*Id.*) The individual Aggrieved Employee payments are 100%
13 penalties and shall be reported using IRS tax form 1099. (Settlement Agreement III(J)(2).)

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

20 14. The claim before this Court is a representative claim under the PAGA on behalf of
21 the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle
22 the PAGA Claims in their entirety after significant informal discovery, and an arm's length
23 mediation. The settlement is intended to fully and finally resolve the Released Claims asserted by
24 Plaintiff on behalf of the State of California. This is only a settlement of the PAGA Claims for civil
25 penalties and is not a class settlement and does not release the individual claims, if any, of the
26 Aggrieved Employees. This settlement does not release any claim that is not a PAGA Claim.⁴

27 ⁴ 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."

Attorneys' fees equal to one-third of the PAGA Settlement (\$57,000) and litigation expenses in an amount not to exceed \$20,000 will also be paid to Plaintiff's Counsel as part of the settlement in accordance with California Labor Code § 2699(g)(1) as set forth in the Settlement Agreement.⁵ Lastly, payment to the Settlement Administrator in an amount not to exceed \$5,000 to perform the administrative duties to distribute the settlement money shall also be paid.

15. Plaintiff and his counsel believe that the PAGA Settlement amount is fair and reasonable and therefore "shall" be reviewed and approved. Here, the PAGA Settlement amount of \$171,000 is significantly larger than amounts previously approved by Courts throughout California.

16. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if, based on the facts and circumstances, to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." Before and during the mediation, Defendant argued, among other things, that it was unlikely that any judge would award more than the actual amounts owed on the claims, let alone the full \$100 or \$200 per violation. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded in this case could be significantly less than Plaintiff's calculation, even had Plaintiff prevailed on the PAGA claims. Here, multiplying the number of violations identified, assumed, and extrapolated by Plaintiff (4,425 violations) by \$5 results in a total potential liability of \$22,125. Further, multiplying the number of pay periods (3,100) by \$5 results in a total potential liability of \$15,500. Therefore, even assuming Plaintiff would have prevailed on all of his claims at trial, the result obtained by Plaintiff in the PAGA Settlement exceeds the amount Plaintiff would have recovered had the Court relied on *Carrington* in awarding the PAGA penalties.

17. Plaintiffs' claims and corresponding PAGA penalties can be broken down as follows:

Labor Code Section	Number of employees	Statutory penalty	Number of pay periods / violations	Violation rate	Total Penalties
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⁵ As set forth in this declaration, Plaintiff's Counsel incurred costs in the current amount of \$12,603.39 which is less than the cost allocation in the Settlement Agreement. See Zakay Dec. at ¶ 29.

1194, 1197, and, 1197.1, (unpaid minimum/straight wages)	59 Aggrieved Employees	\$100	3,100	100% of total pay periods	\$310,000
226.2, 226.7 and 512 (rest break violations)	59 Aggrieved Employees	\$100	3,100	100% of total pay periods	\$310,000
226.7 (unpaid meal break violations)	59 Aggrieved Employees	\$100	1,309	42.2% of total pay periods	\$130,900
510 (unpaid overtime)	6 Aggrieved Employees	\$100	186	6% of total pay periods	\$186,000
226 (wage statement violations)	59 Aggrieved Employees	\$100	3,100	100% of total pay periods	\$310,000
1194, 1197, and, 1197.1, (unpaid minimum/straight wages)	59 Aggrieved Employees	\$100	3,100	100% of total pay periods	\$310,000

Thus, at the time of mediation, Plaintiff's Counsel estimated Defendant's maximum liability exposure at \$1,246,900. Consequently, the PAGA Settlement of \$171,000 is 13.7% of Defendant's maximum liability exposure – before any reduction.

18. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) (“Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant.”). Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation for each period the employee worked in relation to meal or rest period violations, failure to pay minimum or overtime wages, and failure to provide accurate itemized wage statements.

19. Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated, and that it did not violate the Labor Code. Most importantly and relevant to this case, Defendant argued that the Supreme Court decision in *Brinker v. Super. Ct.*, 53 Cal.4th 1004 (2012),

1 weakened, if not eliminated, Plaintiff's claims, on liability, value, and discretion with respect to the
2 PAGA penalties, as to the meal and rest period claims. A major component of the penalties alleged
3 to have been owed by Defendant are attributed to non-compliant meal and rest breaks. Before and
4 during the mediation, Defendant aggressively argued that Defendant's policies and culture afforded
5 the Aggrieved Employees an opportunity to take timely meal and rest breaks, and that employees
6 like Plaintiff *chose* not to take compliant breaks. Defendant argued, therefore, that under the *Brinker*
7 decision it has no liability for the missed breaks whatsoever. Defendant argued that it adopted and
8 strictly enforced lawful policies and afforded Plaintiff and the Aggrieved Employees adequate time
9 to take compliant meal periods and rest breaks. Because Plaintiff's claims were largely based on
10 the missed meal and rest breaks, this presented a very real concern for Plaintiff. If successful, this
11 defense could eliminate or substantially reduce any recovery under PAGA. While Plaintiff believes
12 that this defense, and others, could be overcome, Defendant maintains these defenses have merit,
13 which therefore presents a serious risk to recovery of penalties.

14 20. Accordingly, Defendant disputes and denies Plaintiff's allegations and claims
15 asserted in the operative complaint which are resolved by the Settlement Agreement. Defendant
16 asserted additional defenses to the PAGA Claims, not only as to liability but also as to the amount
17 of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be
18 awarded because the violations were not intentional, and at least one court has so ruled. These
19 defenses present an appreciable risk in the litigation and the potential that some or all of the PAGA
20 penalties sought may not be awarded.

21 21. Given Defendant's potential defenses to the violations at issue and the risks and costs
22 of continued litigation, Plaintiff and his attorneys believe that the PAGA Settlement is fair and
23 reasonable. Plaintiff's Counsel have significant experience litigating wage and hour claims
24 including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than
25 similar settlements that courts have approved. The PAGA Settlement, along with the other terms
26 of the proposed settlement, were negotiated by experienced counsel at arm's length with the
27 assistance of an experienced and reputable mediator, Mr. Kyriacou.

1 22. As set forth in the accompanying proof of service, the LWDA has been provided
2 notice of this motion and the PAGA Settlement. The decision of the LWDA to accept the PAGA
3 Settlement and not oppose the motion should be given considerable weight. This is not a situation
4 where the Court needs to be concerned about the rights of absent employees as in a class settlement,
5 as this PAGA-only settlement does not release the individual claims of absent employees, and the
6 LWDA is a sophisticated government entity that is more than able to look out for its own rights.

7 23. Based on our investigation, analysis and discounts for risk factors, Plaintiff
8 adequately represented the interests of both the State and the public in resolving this action and
9 reaching the proposed PAGA settlement.

10 24. Notably, in the recent decision in *Viking River Cruises, Inc. v. Moriana*, 596 U.S. ____
11 (2022), the United States Supreme Court held that the Federal Arbitration Act requires enforcement
12 of a bilateral arbitration agreement providing that an employee cannot raise representative claims,
13 including under PAGA. Given the Supreme Court's decision, this action could be dismissed
14 altogether. The proposed PAGA Settlement allows Plaintiff to resolve the claims on his behalf, on
15 behalf of the Aggrieved Employees, and on behalf of the State of California before *Viking River*
16 *Cruises* rids them of the opportunity to receive a settlement at all.

17 25. Finally, Plaintiff's diligent and efficient litigation of this action resulted in the
18 creation of an ascertainable common fund of \$171,000 that will substantially benefit the State of
19 California and the Aggrieved Employees. Plaintiff's efforts also resulted in significant non-
20 monetary relief for the State of California and the Aggrieved Employees by catalyzing Defendant
21 to change its meal break policy and practices to pay premiums for meal break violations on a
22 forward-going basis. Thus, Plaintiff obtained greater Labor Code compliance and a change to
23 Defendant's policies that accomplishes the primary objective of PAGA as set for by the Labor
24 Commissioner in *Price v. Uber Techs.*, Los Angeles Superior Court Case No. BC544512.

25 26. The payment of attorneys' fees and costs to Plaintiff's Counsel under the Agreement
26 is supported by several factors. First, the requested fees are justified by the result achieved.
27 Plaintiff's Counsel negotiated a recovery of \$171,000, and this result justifies the requested fees
28 equal to one third of this recovery. This percentage is within the standard contingent recovery

percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504 (2016). At the time this case was brought, the result was far from certain. Defendant's defenses to the merits of the case created difficulties with proof and complex legal issues for Counsel to overcome. Here, a number of defenses asserted by Defendant present serious threats to the claims of the Plaintiff and the Aggrieved Employees. Defendant asserted that their employment practices complied with all applicable Labor laws. If successful, Defendant's defenses would eliminate *any recovery* to the Aggrieved Employees. While Plaintiff believes that these defenses could be overcome, Defendant maintains these defenses have merit which therefore presents a serious risk to recovery. The PAGA Settlement was possible because Counsel was able to persuade Defendant that there was an appreciable risk that Plaintiff would prevail on the factual and legal issues underlying liability and overcome difficulties in proof as to monetary relief.

27. Second, the fee award is justified by the work performed. As detailed in the accompanying Declarations of Shani O. Zakay and Jean-Claude Lapuyade at ¶ 4, the fee award represents Plaintiff's Counsel's current combined lodestar of \$49,512.50 with a multiplier of 1.15 with additional work to be performed such that the multiplier will ultimately be even lower. Generally, the Ninth Circuit and California Courts award multipliers between 2 to 4 times the lodestar to reward counsel for accepting the contingent risks of the litigation or obtaining good results. *See, e.g., Laffitte*, 1 Cal. 5th at 506 (approving one-third fee award with multiplier between 2.03 and 2.13); *Pellegrino v. Robert Half Int'l, Inc.*, 182 Cal.App.4th 278 (2010) (noting reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 254 (2001) (noting that multipliers can range from 2 to 4 or higher); *Vandervort v. Balboa Capital Corp.*, 8 F.Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.52 multiplier of lodestar); *Boyd v. Bank of America*, 2014 WL 6473804, at *11 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.58 multiplier of lodestar); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving fee award that represented a multiplier of 2.76 as falling within the "majority" range for risk multipliers).

1 28. Between March 4, 2021 and July 7, 2022 my firm spent 36.20 hours on the case,
2 incurring a total of \$15,657.50 in fees and \$6,688.91 in costs. My firm's billing records and cost
3 summary are attached hereto as Exhibit #2. Accordingly, based on Plaintiff's Counsel's lodestar
4 (including Mr. Lapuyade's lodestar), Plaintiff's Counsel's requested fee award reflects a request for
5 a reasonable hourly rate of \$540.28. Specifically, dividing \$57,000 by the number of hours spent
6 by Plaintiff's Counsel on the case (105.5), results in an average hourly rate of \$540.28, which is
7 reasonable and should be awarded.

8 29. As to litigation expenses, Plaintiff's Counsel will be recovering litigation expenses
9 in the total amount of \$12,603.39 which is less than the \$20,000 allocation for costs in the
10 Settlement Agreement, so the difference of \$7,396.61 will be added to the Net Settlement Amount.

11 Experience and Qualifications

12 30. I have represented thousands of employees in a variety of legal matters, including
13 PAGA lawsuits, class actions and complex litigation cases. Zakay Law Group APC's practice is
14 devoted almost entirely to the prosecution of wage and hour class action and PAGA action matters.
15 I have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
16 and other lawsuits involving complex issues of law and fact. A true and correct copy of the resume
17 of Zakay Law Group, APC is attached hereto as Exhibit #3.

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

1 32. My hourly rate for this case is \$550 per hour. My rate is in line with the prevailing
2 rates of attorneys in the local legal community for similar work and, if this were a commercial
3 matter, these are the charges that would be made and presented to the client. The rates charged by
4 my firm are in line with the prevailing rates of attorneys in the local legal community for similar
5 work and, if this were a commercial matter, these are the charges that would be made and presented
6 to the client. These hourly rates have been approved by Court's throughout California, including
7 the Courts in the Superior Court of California. Finally, the reasonableness of my hourly rates is
8 further confirmed by comparing this rate with the rates of comparable counsel practicing complex
9 and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
10 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014)
11 (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
12 average associate billing rate" are reasonable rates when compared within 21 other firms practicing
13 in the Southern District of California.) This survey is useful to show that Class Counsel's rates are
14 in line with the comparable rates of the defense counsel that opposes these types of class claims,
15 such as Mayer Brown. In another example, Sheppard Mullin Richter & Hampton, who is opposing
16 counsel in many cases prosecuted by Class Counsel charges rates as high as \$875 for partners and
17 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases,
18 charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates
19 charged by Plaintiff's Counsel for comparable work are less than these examples, and are therefore
20 undoubtedly reasonable.

21 Additional Issues

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

26 34. **Information Received** – In this case, Plaintiff received all of the information needed
27 to evaluate the claims being settled. The following is a summary of the relevant documents
28 received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

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

35. **PAGA Penalties Valuation.** PAGA penalty calculations are highly variable. Plaintiff's Counsel is unaware of any PAGA judgment in which substantial PAGA penalties were awarded at the full statutory rate, rather, the PAGA judgments have typically decreased the amount of the per violation penalty to a fraction of the statutory amount. Here, some of the PAGA penalty amounts were likely not awardable at the maximum rate given the defenses presented by Defendant. In addition to the defenses presented by Defendant, as detailed above, there is another basis for 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 more than 9.5% of the maximum PAGA liability.

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

37. **Compliance with Labor Code §§2689.** On July 18, 2022, the LWDA has been provided notice of this motion and the PAGA settlement. (See Exhibit 4).

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 18th day of July 2022, at San Diego, California.

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4 By: 
5 Shani O. Zakay
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EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff RICHARD SANCHEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MONTEREY

RICHARD SANCHEZ, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiffs,

vs.

SALINAS LINCOLN MERCURY, INC., a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 21CV0001535

[Action Filed 05/10/2021]

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

Judge: Hon. Thomas W. Willis
Dept.: 15

1 This Stipulation of Settlement of PAGA Claims and Release of PAGA Claims is entered into
2 by and between Plaintiff RICHARD SANCHEZ (hereinafter “Plaintiff”), in his representative
3 capacity on behalf of the State of California and fellow Aggrieved Employees and Defendant
4 SALINAS LINCOLN MERCURY, INC., (hereinafter “Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Action” shall mean the following *Richard Sanchez v. Salinas Lincoln Mercury, Inc.*,
7 Monterey Superior Court, Case No. 30-2021-01181315-CU-OE-CXC, filed May 10,
8 2021.
- 9 B. “Aggrieved Employees” shall mean all current and former non-exempt employees of
10 Defendant during the PAGA Period.
- 11 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
12 PAGA Action and Release of PAGA Claims.
- 13 D. “Court” means the Superior Court for the State of California, County of Monterey
14 presiding over the Action.
- 15 E. “Defendant” shall mean SALINAS LINCOLN MERCURY, INC.
- 16 F. “Effective Date” means the date upon which both of the following have occurred: (i)
17 approval of the PAGA Settlement is granted by the Court, and (ii) the Court’s
18 Judgment approving the PAGA Settlement becomes Final. Final shall mean the latest
19 of: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed
20 on appeal, the date of dismissal of such appeal, or the expiration of the time to file a
21 petition for writ of certiorari to the United States Supreme Court or California
22 Supreme Court; (ii) if a petition for writ of certiorari is filed, the date of denial of the
23 petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such
24 petition; or (iii) if no appeal is filed, the expiration date of the time for filing or
25 noticing any appeal of the Judgment, i.e., sixty-five (65) calendar days.
- 26 G. “Employee Data” means information regarding the Aggrieved Employees that
27 Defendant will in good faith compile from its records and provide to the Settlement
28 Administrator. It shall be formatted in the manner requested by the Settlement

1 Administrator and shall include sufficient information to effectuate this settlement,
2 including but not limited to: each Aggrieved Employee's full name; last known
3 address; telephone number, and dates of employment during the PAGA Period.

4 H. "Funding Date" shall mean thirty (30) calendar days after the Effective Date and is
5 the date Defendant transmits the Maximum Settlement Amount to the Settlement
6 Administrator in accordance with the terms of this Agreement.

7 I. "LWDA" means the California Labor and Workforce Development Agency.

8 J. "Maximum Settlement Amount" means One Hundred Seventy-One Thousand
9 Dollars (\$171,000.00) that Defendant must pay into the QSF in connection with this
10 Settlement, inclusive of the Aggrieved Employee Payment, LWDA Payment,
11 Plaintiff's Counsel Award and the Settlement Administration Costs.

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

21 L. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved
22 Employees by the Settlement Administrator in the form set forth as Exhibit A to this
23 Agreement.

24 M. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
25 Labor Code § 2698 *et seq.*

26 N. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA
27 Period for each Aggrieved Employee divided by the total of the Pay Periods for all
28 Aggrieved Employees during the PAGA Period.

- O. "PAGA Period" means the period between March 4, 2020 through March 31, 2022.
- P. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.
- Q. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means any biweekly period in which Aggrieved Employees received wages during his/her employment with Defendant during the PAGA Period.
- R. "Plaintiff" or "PAGA Representative" shall mean RICHARD SANCHEZ.
- S. "Plaintiff's Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC ("JCL") and Zakay Law Group, APLC ("ZLG").
- T. "Plaintiff's Counsel Award" means the award of attorneys' fees and reimbursement of litigation expenses that the Court authorizes to be paid to Plaintiff's Counsel for the services they have rendered to Plaintiff, the State of California and the Aggrieved Employees consisting of attorneys' fees not to exceed one-third of the Maximum Settlement Amount *plus* actually incurred litigation costs up to \$20,000.00 as documented by Plaintiff Counsel's billing records. Plaintiff Counsel's application for the Plaintiff's Counsel Award is subject to Court approval, and a reduction in attorneys' fees, costs, awarded by the Court is not a basis for Plaintiff to void, rescind, or terminate this Agreement.
- U. "QSF" means the Qualified Settlement Fund established, designated and maintained by the Settlement Administrator to fund the Maximum Settlement Amount.
- V. "Released PAGA Claims" means all claims for civil Penalties arising under PAGA that were asserted in the Complaint and Plaintiff's March 4, 2021 notice to the LWDA.
- W. "Released Parties" shall mean Defendant, and its former and present parents, subsidiaries, and affiliates, and their current and former officers, directors, employees, partners, shareholders and agents, and the predecessors and successors, assigns, and legal representatives of all such entities and individuals.

- 1 X. "Settlement" means the disposition of the Action pursuant to this Agreement.
- 2 Y. "Settlement Administrator" means Phoenix Class Action Settlement Administrators.
- 3 The Settlement Administrator establishes, designates and maintains, as a QSF under
- 4 Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into
- 5 which the amount of the Maximum Settlement Amount is deposited for the purpose
- 6 of resolving the claims in the Action on behalf of the LWDA and the Aggrieved
- 7 Employees. The Settlement Administrator shall maintain the funds until distribution
- 8 in an account(s) segregated from the assets of Defendant and any person related to
- 9 Defendant. *All accrued interest shall be paid and distributed to the Aggrieved*
- 10 *Employees as part of their respective share of the Aggrieved Employee Payment.*
- 11 Z. "Settlement Administration Costs" means the amount be paid for the costs of
- 12 administration of the Settlement from the Maximum Settlement Amount not to exceed
- 13 \$5,000.00.

14 **II. RECITALS**

- 15 A. On March 4, 2021, Plaintiff filed a Notice of Violations with the Labor and Workforce
- 16 Development Agency (LWDA) and served the same on Defendant.
- 17 B. On May 10, 2021, Plaintiff filed the Action against Defendant alleging a single cause
- 18 of action for violations of PAGA for, *inter alia*, the following:
- 19 1. Failure to pay for all hours worked, including minimum wage and overtime
- 20 wages;
- 21 2. Failure to provide complaint meal and rest periods;
- 22 3. Failure to provide accurate itemized wages statements; and
- 23 4. Failure to timely pay wages.
- 24 C. On March 17, 2022, the Parties participated in mediation presided over by Gig
- 25 Kyriacou, Esq., an experienced wage and hour PAGA action mediator. The
- 26 mediation concluded with a settlement based on a Mediator's proposal which was
- 27 memorialized in the form of a Memorandum of Understanding.
- 28

1 D. This Agreement replaces and supersedes the Memorandum of Understanding and any
2 other agreements, understandings, or representations between the Parties. This
3 Agreement represents a compromise and settlement of highly disputed claims.
4 Nothing in this Agreement is intended or will be construed as an admission by
5 Defendant that the claims in the Action of Plaintiff or the Aggrieved Employees have
6 merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on
7 those claims or any other claims, or as an admission by Plaintiffs that Defendant's
8 defenses in the Action have merit.

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

10 **III. TERMS OF AGREEMENT**

11 A. Settlement Consideration and Settlement Payments by Defendant.

12 1. Settlement Consideration. In full and complete settlement of the Action, and
13 in exchange for the releases set forth below, Defendant and the Released
14 Parties will pay the Maximum Settlement Amount of One Hundred Seventy-
15 One Thousand Dollars (\$171,000.00). The Parties agree that this is a non-
16 reversionary Settlement and that no portion of the Maximum Settlement
17 Amount shall revert to Defendant. The Maximum Settlement Amount is
18 exclusive of and separate from any individual settlement by and between
19 Defendant and Plaintiff intended to resolve Plaintiff's individual claims.
20 Except as provided for in Section III(A)(2) and pursuant to any individual
21 settlement with Plaintiff, Defendant shall not be required to pay more or less
22 than the Maximum Settlement Amount.

23 2. Number of Aggrieved Employees and Pay Periods. At the time of mediation,
24 Defendant estimated that there were 65 Aggrieved Employees that
25 collectively worked approximately 3,100 Pay Periods ("Projected Pay
26 Periods") during the PAGA Period. In regard hereto, Defendant will provide
27 a declaration under penalty of perjury confirming the number of Aggrieved
28 Employees and Pay Periods worked by the Aggrieved Employees as of March

31, 2022, prior to filing of the motion for PAGA Approval. If the actual number of pay periods at the end of the PAGA Period is ten percent (10%) or more than the 3,100 Pay Periods represented by Defendant, the Net Settlement Amount will be increased on a pro-rata basis equal to the increase in number of Pay Periods.

3. Settlement Payment. Defendant shall pay, via wire transfer, the Maximum Settlement Amount to the Settlement Administrator on the Funding Date.

B. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of California release the Released Parties from the PAGA Released Claims for the PAGA Period.

C. Release by Plaintiff. As of the Funding Date, Plaintiff (other than those who file exclusion forms) will release and discharge Defendant, and the Released Parties, from the claims below arising during the PAGA Period. The claims released by the Plaintiff include, but are not limited to, statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, for the following categories of allegations: claims under the Private Attorneys General Act for any and all violations of the Labor Code including, but not limited to: (1) failure to record and pay for all hours worked, including minimum wages and overtime; (2) failure to provide compliant meal and rest periods; (3) failure to provide accurate itemized wage statements; (4) failure to timely pay all wages.

D. Conditions Precedent: This Settlement will become final and effective only upon (1) the Court entering an order approving the Settlement, and (2) Defendant fully funds the Maximum Settlement Amount.

E. Nullification of Settlement Agreement. If this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed, withdrawn, or in any way

prevents or prohibits Defendant from obtaining a complete resolution of the Released PAGA Claims, or if Defendant fails to fully fund the Maximum Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
2. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action.

F. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for in this Agreement. The Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on their respective share of the Aggrieved Employee Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of the Aggrieved Employees Payments.

G. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the

acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

H. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to Plaintiff's Counsel, LWDA and Aggrieved Employees; printing and mailing the Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating, and distributing tax forms for the Aggrieved Employee Payments; providing declaration(s) as necessary in support of approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

I. Employee Data. No later than ten (10) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with the Employee Data. The Settlement Administrator shall maintain the Employee Data as private and confidential except to carry out its duties to administer the Settlement. In no event will this information ever be shared with or provided to Plaintiff or Plaintiff's Counsel unless necessary to ensure Plaintiff's Counsel's ability to fulfill any obligations associated with this Settlement.

J. Funding and Allocation of the Maximum Settlement Amount. Defendant is required to pay the Maximum Settlement Amount on or before the Funding Date.

1. Calculation of Individual Payments to the Aggrieved Employees. Using the Employee Data, the Settlement Administrator shall add up the total number of Pay Periods for all Aggrieved Employees during the PAGA Period. The respective Pay Periods for each Aggrieved Employee will be divided by the total Pay Periods for all Aggrieved Employees, resulting in the "PAGA

1 Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s
2 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee
3 Payment to calculate each Aggrieved Employee’s estimated share of the
4 Aggrieved Employee Payment.

5 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
6 individual Aggrieved Employee Payments shall be allocated and treated 100%
7 as penalties and interest. The individual Aggrieved Employee Payments shall
8 not be subject to wage withholdings and shall be reported on IRS Form 1099s.
9 Defendant disclaims any responsibility in connection with the allocation of
10 Aggrieved Employee Payments.

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

21 4. Mailing. Individual Aggrieved Employee Payments shall be mailed by
22 regular First-Class U.S. Mail to the Aggrieved Employees’ last known mailing
23 address no later than fifteen (15) calendar days after the Funding Date. Prior
24 to the mailing, the Settlement Administrator will perform a search based on
25 the National Change of Address Database information to update and correct
26 for any known or identifiable address changes. For each notice returned as
27 undeliverable, without a forwarding address, the Settlement Administrator
28 will perform a “skiptrace” search to obtain an updated address.

- 1 5. Expiration. Any checks issued the Aggrieved Employees shall remain valid
2 and negotiable for one hundred and eighty (180) days from the date of their
3 issuance. If an Aggrieved Employee does not cash his or her settlement check
4 within 90 days, the Settlement Administrator will send a letter to such persons,
5 advising that the check will expire after the 180th day, and invite that
6 Aggrieved Employee to request reissuance in the event the check was
7 destroyed, lost or misplaced. In the event an individual Aggrieved Employee
8 Payment check has not been cashed within one hundred and eighty (180) days,
9 all funds represented by such uncashed checks, plus any interest accrued
10 thereon, shall be transmitted to St. Jude's Children's Research Hospital.
- 11 6. 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 7. Plaintiff's Counsel Award. Defendant understands a motion by Plaintiff's
16 Counsel for attorneys' fees not to exceed one-third of the Maximum
17 Settlement Amount currently estimated to be Fifty-Seven Thousand Dollars
18 and Zero Cents (\$57,000) plus costs and expenses supported by declaration
19 not to exceed Twenty Thousand Dollars (\$20,000.00), from the Maximum
20 Settlement Amount will be filed. Any portion of the requested Plaintiff's
21 Counsel Award that is not awarded to Plaintiff's Counsel shall be part of the
22 Net Settlement Amount and shall be distributed to the LWDA and the
23 Aggrieved Employees as provided in this Agreement. The Settlement
24 Administrator shall distribute and pay the Plaintiff's Counsel Award to
25 Plaintiff's Counsel from the Maximum Settlement Amount no later than
26 fifteen (15) calendar days after the Funding Date. Plaintiff's Counsel shall be
27 solely and legally responsible to pay all applicable taxes on the payment made
28 pursuant to this paragraph. The Settlement Administrator shall issue an IRS

Form 1099 — MISC to Plaintiff's Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Plaintiff's Counsel Award, Plaintiff and Plaintiff's Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

8. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Maximum Settlement Amount. The estimate of the Settlement Administration Costs is \$5,000.00. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

K. Approval Motion. Plaintiff's Counsel and Plaintiffs shall use best efforts to file with the Court a Motion for Settlement Approval and Entering Judgment Finally Approving Settlement, within One Hundred (100) days following the execution of this Agreement.

L. Notice of Settlement to LWDA. In connection with the Motion for Settlement Approval, Plaintiff's Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code section 2699(1)(2). Plaintiff's Counsel shall within ten (10) days after the entry of the judgment or order approving this Settlement, submit the order approving the Settlement to the LWDA pursuant to California Labor Code section 2699(1)(3).

N. Review of Motion for Settlement Approval. Plaintiff's Counsel will provide an opportunity for Counsel for Defendant to review the Motion for Settlement Approval, including the Order Granting Approval of the Settlement, and Judgment Finally Approving Settlement before filing with the Court. The Parties and their counsel will cooperate with each other and use their best efforts to affect the Court's approval of the Motion for Approval of the Settlement, and entry of Judgment.

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

Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Settlement Approval is filed.

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

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

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

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

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

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

AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released PAGA Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained

1 in this Agreement and no documents referred to and no action taken to carry out this
2 Agreement may be construed or used as an admission by or against the Defendant or
3 Plaintiff or Plaintiff's Counsel as to the merits or lack thereof of the claims asserted.
4 Other than as may be specifically set forth herein, each Party shall be responsible for
5 and shall bear its/his own attorneys' fees and costs.

6 BB. Individual Settlement Agreement. The Parties have separately entered into an
7 individual settlement agreement and general release of Plaintiff's derivative individual
8 claims for damages and penalties that are outside the scope of the PAGA Settlement.
9 Plaintiff shall separately receive payment from Defendants in accordance with a
10 separate individual settlement agreement, which shall be confidential, except to the
11 extent that disclosure of such individual settlement agreement is necessary in order to
12 secure the Court's approval of this Agreement. A copy is attached hereto as Exhibit B,
13 ("Individual Settlement Agreement").

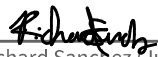
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1 CC. Judgment To Be Entered On The PAGA Action. Any final approval order or
2 judgment pursuant to this Settlement Agreement shall result in a dismissal with
3 prejudice of the Action. This judgement and dismissal will constitute a binding and
4 final resolution of any and all claims by any Aggrieved Employees.
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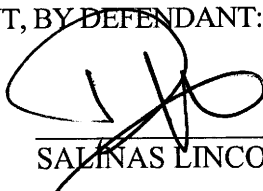
10 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

11 DATED: Jul 18, 2022
12


Richard Sanchez (Jul 18, 2022 11:39 PDT)
RICHARD SANCHEZ
13
14

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

16 DATED: 5/26/2022
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SALINAS LINCOLN MERCURY, INC.
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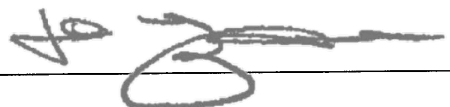
Darriek Hoskins
Printed Name
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President
Title
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23 IT IS SO AGREED AS TO FORM BY COUNSEL:

24 DATED: July 18, 2022
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JCL LAW FIRM, A.P.C.

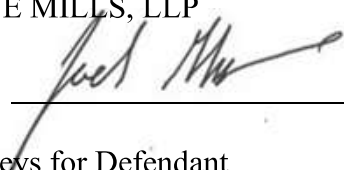
26 By: 

27 Attorneys for the Plaintiff and the Aggrieved
28 Employees

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DATED: June 1, 2022

SKANE MILLS, LLP

By:  _____

Attorneys for Defendant

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee Richard Sanchez ("Plaintiff") against Salinas Lincoln Mercury, Inc. ("Company"), for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA"). Plaintiffs claimed that they and other employees were not provided legally compliant meal and rest periods, not properly paid minimum, regular and overtime wages, not provided with accurate wage statements, not timely paid final wages, not provide suitable seating, and that Defendant failed maintain true and accurate records.

The Company denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, the Company and Plaintiffs have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all current and former non-exempt employees of Defendant from March 4, 2020 to March 31, 2022. ("PAGA Employees").

According to Company records, you are 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 the case entitled *Sanchez v. Salinas Lincoln Mercury, Inc., Superior Court State of California, County of Los Angeles, Case No. 21CV001535*.

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 January 2023. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the [insert administrator information].

EXHIBIT 2

Activities Export

07/07/2022

9:37 AM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/29/2022	\$	expert cost ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Natalia Michele	1.00	725.00	-	725.00
03/28/2022	\$	OneLegal - Stip to Continue ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Natalia Michele	1.00	37.32	-	37.32
03/21/2022	\$	Meals for mediation. ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Natalia Michele	1.00	79.45	-	79.45
03/18/2022	\$	Mediation Fee ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.00	4,500.00	-	4,500.00
12/30/2021	\$	OneLegal - Stip ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.00	37.27	-	37.27
10/14/2021	\$	OneLegal - COA ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.00	16.06	-	16.06
09/16/2021	\$	Knox Invoice - Delivery ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.00	1,173.75	-	1,173.75
08/23/2021	\$	OneLegal Fee - CMS ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.00	15.70	-	15.70
06/03/2021	\$	Onelegal Fee - Filing POS of Summons ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.00	16.06	-	16.06
							\$0.00 0.0h	\$6,688.91 0.0h

Activities Export

07/07/2022

9:37 AM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/05/2021	\$	Postage - Cert Mail/ Return Receipt - PAGA Notice ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.00	8.05	-	8.05
03/05/2021	\$	Photocopies - PAGA Notice ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.00	5.25	-	5.25
03/04/2021	\$	LWDA PAGA Notice Filing Fee ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Jackland Hom	1.00	75.00	-	75.00
							\$0.00 0.0h	\$6,688.91 0.0h

Activities Export

07/07/2022

9:37 AM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/07/2022	 	Additional work on MPA Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Julieann Alvarado	4.00h	350.00	-	1,400.00
06/16/2022	 	Work on the settlement agreement and the motion for approval. Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.00h	550.00	-	550.00
06/03/2022	 	Additional work on Motion for PAGA Approval Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Julieann Alvarado	2.00h	350.00	-	700.00
05/26/2022	 	More work on settlement agreement. Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.50h	550.00	-	275.00
05/12/2022	 	Draft Motion for PAGA Approval Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Julieann Alvarado	6.00h	350.00	-	2,100.00
03/28/2022	 	Drafting stip to continue, getting finalized by attorneys, circulating to OC, filing, and serving back on OC fully executed. Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Natalia Michele	1.00h	165.00	-	165.00
03/28/2022	 	Review and approve stipulation to vacate CMC. Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.30h	550.00	-	165.00
03/17/2022	 	Prepare for and attend mediation. Work on MOU. Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	6.00h	550.00	-	3,300.00
03/10/2022	 	Emails regarding arbitration	35901-Sanchez	Shani	0.10h	550.00	-	55.00
					36.20h		\$0.00 0.0h	\$15,657.50 36.2h

Activities Export

07/07/2022

9:37 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		agreement. ● Unbilled	Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Zakay				
03/03/2022	🕒	Review expert report for mediation. ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.30h	550.00	-	165.00
02/22/2022	🕒	Emails regarding mediation data and analysis. ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.20h	550.00	-	110.00
01/03/2022	🕒	Review order from court continuing CMC and email staff accordingly. ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.20h	550.00	-	110.00
12/30/2021	🕒	drafting stip, sending to OC, finalizing, filing, and serving signed to OC. ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.00h	165.00	-	165.00
12/29/2021	🕒	Review and revise stipulation to continue CMC. ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.20h	550.00	-	110.00
11/03/2021	🕒	Emails regarding data for mediation. ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.20h	550.00	-	110.00
10/14/2021	🕒	drafting, finalizing, filing COA. ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.50h	165.00	-	82.50
09/22/2021	🕒	Call with OPC regarding mediation ● Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.30h	550.00	-	165.00
					36.20h		\$0.00	\$15,657.50
							0.0h	36.2h

Activities Export

07/07/2022

9:37 AM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/17/2021	 Unbilled	Coordinate mediation.	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.50h	550.00	-	275.00
09/17/2021	 Unbilled	Review mediation confirmation letter and relevant dates and calendar.	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.40h	550.00	-	220.00
09/17/2021	 Unbilled	Emails regarding discovery and mediation.	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.20h	550.00	-	110.00
09/07/2021	 Unbilled	Prepare for and attend CMC	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Jackland Hom	1.50h	350.00	-	525.00
09/02/2021	 Unbilled	Review supplemental responses to discovery from defendant and emails with co-counsel regarding the same.	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.30h	550.00	-	165.00
08/27/2021	 Unbilled	Review letter from OPC and email back to meet and confer.	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.00h	550.00	-	550.00
08/25/2021	 Unbilled	Review Defendant's CMS	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.30h	550.00	-	165.00
08/24/2021	 Unbilled	Draft meet and confer letter to OPC regarding discovery responses.	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.50h	550.00	-	825.00
					36.20h		\$0.00 0.0h	\$15,657.50 36.2h

Activities Export

07/07/2022

9:37 AM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/24/2021		Review responses to discovery and discuss with co-counsel and staff.  Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.40h	550.00	-	220.00
08/23/2021		Drafting cms statements, circulating to parties to make sure its okay, finalizing, and filing on onelegal.  Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.00h	160.00	-	160.00
08/19/2021		Review and approve the CMS.  Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.20h	550.00	-	110.00
07/07/2021		Review and approve the interrogatory.  Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.30h	550.00	-	165.00
06/23/2021		Review the answer and upload to CLIO.  Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.80h	550.00	-	440.00
05/12/2021		Review filed complaint and related documents. Update case sheet and calendar relevant dates. Upload to CLIO. Emails regarding judge assignment.  Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	0.50h	550.00	-	275.00
05/10/2021		Draft PAGA only complaint and prepare for filing. Instruct staff accordingly.  Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.50h	550.00	-	825.00
					36.20h		\$0.00 0.0h	\$15,657.50 36.2h

Activities Export

07/07/2022
9:37 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/04/2021	 	Review file. Draft and file PAGA notice. Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Jackland Hom	1.00h	350.00	-	350.00
03/04/2021	 	Review the file and discuss claims and necessary work with staff and co-counsel. Set up new matter in CLIO and case sheet. Unbilled	35901-Sanchez Richard Sanchez v. Salinas Lincoln Mercury, Inc.	Shani Zakay	1.00h	550.00	-	550.00
					36.20h		\$0.00 0.0h	\$15,657.50 36.2h

EXHIBIT 3

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

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

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 of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **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, Civil 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. 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	Settled

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	In Litigation

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	In Litigation

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

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	In Litigation

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	In Litigation

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
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Case No.	34-2020-00287054
Nature	Regular Rate
Status	In Litigation

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	In Litigation

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	In Litigation

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

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

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	In Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

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

80. Boaventura v. Rei Do Gado

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

81. James Rachal v. ELG Metals, Inc.

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

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In 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.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

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

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

87. Nicolas Neutall v. Urban Alchemy

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

EXHIBIT 4