

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney S. Castillo-Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

SERGIO ABUNDIS an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

IMAGE 2000, a California Corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 21STCV19193

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

Date: February 9, 2023

Time: 10:00 a.m.

Judge: Hon. Yvette Palazuelos

Dept.: 9

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff SERGIO ABUNDIS (hereafter "Plaintiff" or "Class Representative") in this wage and hour
6 class and representative action filed against Defendant IMAGE 2000 (hereinafter "Defendant").

7 2. This declaration is being submitted in support of Plaintiff's Motion for Final Approval of
8 Class Action and PAGA Settlement.

9 3. Attached hereto as **Exhibit "1"** are true and correct copies of the fully executed Second
10 Amended Stipulation of Settlement of Class Action Claims and Release of Claims (hereinafter
11 collectively "Settlement Agreement"). Attached as **Exhibit "A"** to the Agreement is a true and correct
12 copy of the Class Notice.

13 4. Attached hereto as **Exhibit "2"** are true and correct copies of the fully executed Amended
14 Stipulation of Settlement of Class Action Claims and Release of Claims.

15 5. Attached hereto as **Exhibit "3"** are true and correct copies of the fully executed
16 Stipulation of Settlement of Class Action Settlement and Release of Claims.

17 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the conformed August 17,
18 2022, Preliminary Approval Order.

19 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the February 7, 2022, proof
20 of filing the proposed Settlement with the LWDA.

21 8. Attached hereto as **Exhibit "6"** is a true and correct copy of the July 27, 2022, proof of
22 filing the proposed Second Amended Settlement Agreement with the LWDA.

23 9. Attached hereto as **Exhibit "7"** is a true and correct copy of the January 17, 2023, proof
24 of filing this motion seeking final approval of this Settlement with the LWDA.

25 10. Attached hereto as **Exhibit "8"** is a true and correct copy of the JCL Law Firm, APC,
26 "Time and Billing Journal" as of January 17, 2023.

1 11. Attached hereto as **Exhibit “9”** is a true and correct copy of the JCL Law Firm, APC,
2 “Transaction Summary” as of January 17, 2023.

3 12. Attached hereto as **Exhibit “10”** is a true and correct copy of the JCL Law Firm, APC,
4 Firm Resume.

5 **I. INTRODUCTION**

6 13. An objective evaluation of the proposed settlement of Four Hundred Seventy-Five
7 Thousand Dollars and Zero Cents (\$475,000.00) (“Total Settlement Amount”) confirms that the relief
8 negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a
9 product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and
10 presided over by Hon. Brian J. Walsh (Ret.), a respected jurist and mediator of wage and hour class
11 and representative actions. After deducting any Court-approved attorneys’ fees and costs, class
12 representative incentive payments, administration costs, and the payments to the Labor & Workforce
13 Development Agency (“LWDA”), the net settlement fund shall be distributed to the Settlement Class
14 based on the number of Workweeks they worked while employed by Defendant during the Class Period.
15 ***The Class greeted news of the Settlement with unanimous approval.***¹ There are zero opt-outs and zero
16 objections to the Settlement. The unanimous approval by the Settlement Class evidences the clear
17 fairness and reasonableness of the Settlement.

18 14. This Settlement provides substantial recovery to Settlement Class Members. Plaintiff
19 estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately
20 **\$263,166.67**. This will result in an average Individual Settlement Payment of **\$1,426.42**, a high
21 payment of **\$3,318.89**, and a low payment of **\$5.71**. Aggrieved Employees will receive an estimated
22 average gross payment of **\$46.30**, a high payment of **\$66.39**, and a low payment of **\$1.77**.

23 15. The relief offered by the Settlement is immediate and is particularly impressive when
24 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
25 *infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait
26

27 ¹ 4 Notices were deemed undeliverable. ILYM Dec. at ¶¶ 10.

(possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

16. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, the Class Representative and Class Counsel respectfully request this Court grant final approval of the Agreement and entry of the proposed Final Approval Order and Judgment.

II. OVERVIEW OF THE LITIGATION

17. Defendant provides printing/imaging services and has been in the office technology industry for 30 years. Defendant is headquartered in Santa Clarita with employees spread across small branch locations in Fresno, Bakersfield, Valencia, Ontario, Lakewood, and Orange County. Plaintiff worked for Defendant as an hourly, non-exempt field service technician between October 2012 and October 2020. As a non-exempt field service technician employee, Plaintiff regularly worked long hours servicing business machines, like fax machines, copiers, and printers. At all times during his employment, Plaintiff earned an hourly wage, some incentive compensation, and was entitled to legally compliant meal and rest periods, and minimum, regular, and overtime wages for all hours worked. Throughout his employment, Plaintiff was subject to Defendant's written policies and procedures contained in, among other documents, Defendant's written Employee Handbook.

18. Generally, Plaintiff claims that Defendant failed to pay him and the Class Members for all hours worked, including overtime at the correct rate of pay, failed to provide compliant meal and rest periods, and failed to reimburse mandatory business expenses². Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest period policies, and written policies making the use of personal cell phones optional.

19. On February 8, 2021, Plaintiff filed a Notice of Violations ("PAGA Notice") with the Labor and Workforce Development Agency ("LWDA") and served the same on Defendant. Plaintiff's

² Plaintiff also claims that he was wrongfully terminated, a claim that was alleged and independently settled via a separate and confidential settlement agreement.

1 PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various
2 California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his
3 intent to pursue claims under the California Labor Code Private Attorneys General Act, Cal. Lab. Code
4 sections 2698, *et seq.* ("PAGA").

5 20. On May 20, 2021, Plaintiff filed a class action complaint in the Los Angeles Superior
6 Court, Case Number 21STCV19193 for: (1) Unfair Competition in Violation of California Business
7 and Professions Code §§ 17200; (2) Failure to Pay Minimum Wages in Violation of California Labor
8 Code §§ 1194, 1197 and 1197.1.; (3) Failure to Pay Overtime Wages in Violation of California Labor
9 Code §§ 510 *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§
10 226.7 and 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in
11 Violation of Cal. Lab. Code §§ 226.7 and 512 and the Applicable IWC Wage Order; (6) Failure to
12 Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802 (7) Failure to
13 Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code §226; (8) Failure to Provide
14 Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (9) Unpaid Sick Pay and Failure
15 to Provide Paid Sick Leave Balance in Violation of Cal. Lab. Code §S 246, *et seq.*; (10) Retaliation in
16 Violation of Cal. Lab. Code §1102.5; (11) Wrongful Termination in Violation of Public Policy; and
17 (12) Violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*].

18 21. Prior to conducting any formal discovery, the Parties agreed to mediate the Action. To
19 prepare for mediation, Defendant agreed to informally produce certain documents and data points
20 subject to the mediation privilege. Pursuant to that agreement, Defendant produced a sample of the
21 Class Members' time and payroll data along with relevant policies applicable to Class Members. As
22 discussed *infra*, Plaintiff's counsel retained Berger Consulting Group ("BCG"), to analyze Defendant's
23 time and payroll data.

24 22. On November 19, 2021, the Parties participated in a full day mediation with Hon. Brian
25 J. Walsh (Ret.), a respected jurist and mediator of wage and hour class and representative actions. After
26 arms-length negotiations and bargaining, the Parties reached an agreement to settle. The Parties
27 subsequently executed a binding and enforceable Memorandum of Understanding ("MOU"). After
28

reaching an agreement in principle, the Parties drafted and negotiated a long-form settlement which is the subject of the instant motion.

III. THE SETTLEMENT BEFORE THE COURT

23. The Court preliminarily approved an initial Total Settlement Amount of Four Hundred Seventy-Five Thousand Dollars and Zero Cent (\$475,000.00) based on a total of an estimated 19,500 Workweeks worked by the Class during the Class Period. The Total Settlement Amount shall be used: (1) to satisfy Individual Settlement Payments; (2) to satisfy the Class Representative Service Award; (3) to satisfy the Class Counsel Award; (4) to satisfy the PAGA Settlement; and (5) to satisfy the Settlement Administration Costs incurred in this action.

24. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the class and should be granted final approval. This is evidenced by the unanimous approval of the Settlement by the Settlement Class, the absence of any objections to the Settlement and the average Individual Settlement Payment of \$1,426.42.

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

A. Class Counsel Conducted a Thorough Investigation

25. Months before filing the Action, Class Counsel began its pre-filing investigation into Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced nearly 100 pages of documents related to his employment for Defendant, including portions of Defendant's handbooks, compensation policies and time and payroll records. At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further inquiry.

26. Class Counsel subsequently requested Plaintiff's employee file from Defendant. In response, Defendant produced hundreds of pages of documents, including but not limited to, copies of Plaintiff's hiring documents, payroll and time records, performance reviews, and separation documents. Class Counsel reviewed and analyzed the documents and determined the documents substantiated Plaintiff's claim that Defendant failed to, among other things, provide compliant meal and rest periods.

1 Shortly thereafter, Class Counsel summarized the known factual and legal issues in the PAGA Notice
2 addressed to the LWDA. Several weeks later, Class Counsel filed this class action.

3 27. Prior to serving any written discovery, the Parties agreed to mediate the action. To
4 prepare for mediation, Class Counsel requested several documents and data points to further evaluate
5 Plaintiff's claims and Defendant's liability exposure to the Settlement Class members. In response,
6 Defendant produced the time and payroll records for approximately 20% of the Settlement Class
7 members, aggregate workweek and pay period data for 100% of the Settlement Class, and copies of
8 applicable handbooks containing, *inter alia*, compensation, timekeeping, and meal and rest period
9 policies. In total, Defendant produced approximately 265 pages containing nearly 41,000 unique cells
10 of time and payroll data for Class Counsel to analyze.

11 28. Class Counsel then retained the statisticians and economists at Berger Consulting Group
12 ("BCG"), to evaluate the Settlement Class Members' payroll and time data. BCG provides data analysis
13 and damage modeling consulting services specializing in wage and hour class actions. BCG's team of
14 financial and data analysts are credentialed and experienced experts in their fields and have provided
15 their expertise on thousands of cases. Stated differently, the BCG is uniquely qualified to analyze
16 Defendant's time and payroll data.

17 29. BCG analyzed Defendant's time and payroll data to assist in the development of various
18 damage models. Among other things, BCG determined the approximate number of work shift, work
19 weeks, pay periods, average rate of pay, average length of shift and average number of hours worked
20 per week and pay period during the Class Period. BCG also estimated the number of missed, late or
21 truncated meal and rest periods, the amount of paid missed meal period premiums paid during the Class
22 Period, the amount underpaid due to regular rate miscalculation, and the amount of off-the-clock work
23 performed by the Settlement Class during the Class Period.

24 30. In advance of mediation, Class Counsel created a damage model predicated on BCG
25 analysis. Class Counsel's model calculated Defendant's potential liability exposure while accounting
26 for the uncertainties of continued litigation. These damage models informed and guided Class Counsel
27 during the mediated settlement discussions.

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

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

B. The Parties Settled At Mediation

33. On November 19, 2021, the Parties conducted a full-day mediation with Hon. Brian J. Walsh (Ret.), a respected jurist and mediator of wage and hour class and representative actions. Judge Walsh helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Judge Walsh's assistance. Namely, the Parties exchanged information regarding their respective claims and defenses, including their respective evaluations of the damages. After more than eight hours of arm's length and adversarial negotiations, the mediation concluded with a settlement. The amount of the service awards was not negotiated until after the parties agreed to the Total Settlement Amount and many other terms. No

1 action would likely have been taken by Class Members individually, and no compensation would have
2 been recovered for them, but for Plaintiff's service on behalf of the Class.

3 **C. Class Counsel is Experienced in Similar Litigation**

4 34. Plaintiff is represented by competent and experienced counsel to pursue her claims. I
5 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
6 aggrieved employees and consumers throughout California in wage and hour class actions and complex
7 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
8 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre
9 (Associate Attorney), Tesla Stone (Paralegal), Maria Watters (Paralegal), and Jennifer Hemming
10 (Administrative Assistant).

11 35. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
12 Employees. I have extensive experience with wage and hour class and representative actions litigation
13 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
14 litigation experience and complex construction product liability experience. I can, will and have
15 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
16 Employees throughout this action.

17 36. I have represented consumers and employees in California class actions, and complex
18 multi-party product liability actions exclusively for more than 14 years. I have been in practice as a
19 plaintiffs' civil litigation attorney since April 2007.

20 37. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
21 Employees. I have extensive experience with wage and hour class and representative actions litigation
22 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
23 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "12."** Some of the
24 major cases the Firm has undertaken are also set forth in **Exhibit "12."**

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

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

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

D. The Gross Settlement Amount is Fair and Reasonable

41. Here, the Settlement is clearly within the “ballpark” of reasonableness because the Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Total Settlement Amount of Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) represents a discount on Defendant’s potential exposure if Plaintiff established liability on all claims and was awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendant presented a risk that could award significantly less in damages than Plaintiff’s estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

42. As detailed at the time of preliminary approval, the Total Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendant’s liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel’s investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendant’s liability exposure for the claims asserted on behalf of the Settlement Class. The Total Settlement Amount represents between approximately 18.41% and 24.65% of Defendant’s *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

43. Clearly the goal of this litigation to obtain redress for the class has been met by this Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final approval.

E. The Strength of Plaintiff's Case and Risks of Continued Litigation

44. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to ignore the asserted defenses. If successful on any one its defenses, Defendant could defend the action or, at least, drastically undercut Plaintiff's claims.

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

1 46. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
2 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or
3 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
4 drastically affect the value of Plaintiff's claims and, in fact, already has.

5 47. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O'Conner v. Uber*
6 *Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59
7 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt
8 that if Defendant faced a large adverse judgement, Defendant undoubtedly has the resources to post a
9 bond and appeal. A post-judgment appeal by Defendant would have required many more years to
10 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
11 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
12 an uncertain result three or more years in the future.

13 48. Class Representative and Class Counsel recognize the expense and length of a trial
14 against Defendant through possible appeals which could take another three years. In arriving at their
15 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
16 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful
17 of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in
18 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
19 mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an
20 ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial
21 monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative
22 and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest
23 of the Class, is fair, reasonable, and adequate, and should be granted final approval.

24 **IV. THE PENALTIES UNDER PAGA ARE REASONABLE**

25 49. Here, the Parties negotiated a good faith PAGA Settlement in the amount of \$20,000
26 which is 4.2% of the Total Settlement Amount. As illustrated above, this amount falls well within the
27 range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA Settlement (\$15,000)

1 will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) to be
2 distributed to the Aggrieved Employees, which is within the range of PAGA penalties approved by
3 courts and should be approved.

4 50. Further on February 7, 2022, Class Counsel gave the LWDA notice of this Settlement
5 and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval
6 with the LWDA. On January 17, 2023, Plaintiffs gave the LWDA notice of this motion seeking final
7 approval of this settlement.

8 I declare under the penalty of perjury under the laws of the State of California that the foregoing
9 is true and correct. Executed this 17th day of January 2023, at San Diego, California.

10 **JCL LAW FIRM, APC**

11
12 By: 
13 Jean-Claude Lapuyade

EXHIBIT 1

1 JEAN-CLAUDE LAPUYADE, ESQ. (SBN 248676)
2 **JCL LAW FIRM, APC**
3 5440 MOREHOUSE DRIVE, SUITE 3600
4 SAN DIEGO, CA 92121
5 TEL: 619-599-8292
6 FAX: 619-599-8291

7 **ZAKAY LAW GROUP, APLC**
8 SHANI O. ZAKAY (SBN 277924)
9 5440 MOREHOUSE DRIVE, SUITE 3600
10 SAN DIEGO, CA 92121
11 TEL: (619) 255-9047

12 ATTORNEYS FOR PLAINTIFF AND THE PUTATIVE CLASS

13 **SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 SERGIO ABUNDIS, on behalf of himself
16 and on behalf of all persons similarly
17 situated,

18 PLAINTIFF,

19 vs.

20 IMAGE 2000, a California Corporation; and
21 DOES 1 through 50, Inclusive;

22 DEFENDANT.

Case No. 21STCV19193

[Action Filed 05/20/2021]

**SECOND AMENDED STIPULATION OF
SETTLEMENT OF CLASS ACTION
CLAIMS AND RELEASE OF CLAIMS**

Judge: Honorable Yvette M. Palazuelos
Dept.: 9

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
2 between Plaintiff SERGIO ABUNDIS (hereinafter “Plaintiff”), individually and on behalf of the
3 Settlement Class, and in his representative capacity on behalf of the State of California and the
4 Aggrieved Employees, and Defendant IMAGE 2000, a California Corporation (hereinafter
5 “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Abundis v. Image*
8 *2000*, Los Angeles County Superior Court, Case No. 21STCV19193, filed May 20,
9 2021.
- 10 B. “Aggrieved Employees” shall mean all persons who worked for Defendant in
11 California as an hourly paid or non-exempt employee during the PAGA Period.
- 12 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
13 Class Action and Release of Claims.
- 14 D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
15 Shani Zakay of Zakay Law Group, APLC.
- 16 E. “Class Counsel Award” means the award of fees and expenses that the Court
17 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
18 and the Settlement Class in the Action, consisting of attorneys’ fees currently not to
19 exceed one-third (33.33%) of the Total Settlement Amount currently estimated to be
20 \$158,333.33 out of \$475,000.00 plus costs of up to \$20,000.00. Class Counsel’s
21 award for attorneys’ fees will be equally divided between Class Counsel (50% to
22 JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- 23 F. “Class Data” means information regarding Class Members that Defendant will in
24 good faith compile from its records and provide directly to the Settlement
25 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall
26 include: each Class Member’s full name; last known address; Social Security
27 Number; start dates and end dates of employment.

- 1 G. "Class Members" or the "Class" means all persons who worked for Defendant in
2 California as an hourly paid or non-exempt employee during the Class Period.
- 3 H. "Class Period" means the period from May 20, 2017 to January 21, 2022.
- 4 I. "Class Representative Service Award" means the amount that the Court authorizes to
5 be paid to the Class Representative, in addition to his Individual Settlement Payment
6 and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks
7 in assisting with the prosecution of the Action and in exchange for executing a
8 General Release.
- 9 J. "Class Representative" shall mean plaintiff SERGIO ABUNDIS.
- 10 K. "Court" means the Superior Court for the State of California, County of Los Angeles
11 currently presiding over the Action.
- 12 L. "Defendant" shall mean IMAGE 2000, a California Corporation.
- 13 M. "Effective Date" means the earliest date, following entry by the Court of an order
14 and judgment finally approving this Settlement, upon which one of the following have
15 occurred: (i) if no objection is filed to the settlement and no objector appears at the
16 hearing on final approval, the date of the Court's entry of the order granting final
17 approval, (ii) if an objection is filed to the settlement, or an objector appears at the
18 hearing on final approval, then the later of the following: (a) the expiration of all
19 potential appeal periods without a filing of a notice of appeal of the final approval
20 order or judgment; (b) final affirmance of the final approval order and judgment by
21 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
22 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
23 the final approval order and judgment is no longer subject to further judicial review.
- 24 N. "Funding Date" shall mean thirty (30) calendar days after the Effective Date and is
25 the date Defendant transfers the Total Settlement Amount into the QSF in accord with
26 the terms of this Agreement.
- 27
28

- 1 O. "Individual Settlement Payment" means the amount payable from the Net Settlement
2 Amount to each Settlement Class Member and excludes any amounts distributed to
3 Aggrieved Employees pursuant to PAGA.
- 4 P. "Net Settlement Amount" or "NSA" means the Total Settlement Amount, less Class
5 Counsel Award, Class Representative Service Award, PAGA Settlement, and
6 Settlement Administration Costs.
- 7 Q. "Notice Packet" means the Class Notice to be provided to the Class Members by the
8 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
9 than formatting changes to facilitate printing by the Settlement Administrator).
- 10 R. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
11 Labor Code § 2698 *et seq.*
- 12 S. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
13 for each Aggrieved Employee divided by the sum total of the pay periods for all
14 Aggrieved Employees during the PAGA Period.
- 15 T. "PAGA Period" means the period of February 8, 2020 to January 21, 2022.
- 16 U. "PAGA Settlement" shall mean Twenty Thousand Dollars (\$20,000) to be allocated
17 from the Total Settlement Amount.
- 18 V. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
19 Plaintiff or Defendant, individually.
- 20 W. "Payment Ratio" means the respective Workweeks for each Class Member divided by
21 the sum total Workweeks for all Class Members.
- 22 X. "Plaintiff" shall mean SERGIO ABUNDIS.
- 23 Y. "QSF" means the Qualified Settlement Fund established, designated and maintained
24 by the Settlement Administrator to fund the Total Settlement Amount.
- 25 Z. "Released Class Claims" means any and all claims asserted in the operative class
26 complaint and all claims that could have been asserted in the operative complaint
27 based on the same operative facts alleged in the operative complaint, including state
28 wage and hour claims for any and all violation of California's Labor code and Unfair

1 Competition law based on Defendant's failure to pay all wages due (including
2 minimum wages, straight time wages, and overtime wages), failure to provide
3 compliant meal periods, failure to authorize and permit compliant rest periods, failure
4 to provide accurate and itemized wage statements, failure to timely pay all wages due
5 at the time of termination, failure to reimburse employees for all business-related
6 expenses, violations of the Business and Professions Code section 17200 predicated
7 on the Labor Code violations alleged in the operative complaint, and all damages,
8 interest, penalties, attorneys' fees, costs, and other amounts recoverable under said
9 causes of action under California law, to the extent permissible, and expressly
10 excluding all other claims, including claims for vested benefits, wrongful termination,
11 unemployment insurance, disability, social security, workers' compensation, and
12 claims outside the Class Period.

13 AA. "Released PAGA Claims" means any and all claims for PAGA penalties alleged in
14 the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred
15 during the PAGA Period, and expressly excluding all other claims, including claims
16 for vested benefits, wrongful termination, unemployment insurance, disability, social
17 security, workers' compensation, and claims outside the PAGA Period.

18 BB. "Released Parties" shall mean Defendant.

19 CC. "Response Deadline" means the date forty-five (45) days after the Settlement
20 Administrator mails Notice Packets to Class Members and the last date on which
21 Class Members may submit requests for exclusion or objections to the Settlement.

22 DD. "Settlement" means the disposition of the Action pursuant to this Agreement.

23 EE. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
24 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
25 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
26 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
27 of the Total Settlement Amount is deposited for the purpose of resolving the claims
28 of Settlement Class Members. The Settlement Administrator shall maintain the funds

1 until distribution in an account(s) segregated from the assets of Defendant and any
2 person related to Defendant. ***All accrued interest generated in the QSF account shall***
3 ***be paid and distributed to the Settlement Class Members as part of their respective***
4 ***Individual Settlement Payment.*** Defendant will not be required to pay an additional
5 funds associated with residue and the interest (as mentioned above) is the interest
6 earned in the account established by the Settlement Administrator.

7 FF. “Settlement Class Members” or “Settlement Class” means all Class Members who
8 have not submitted a timely and valid request for exclusion as provided in this
9 Agreement.

10 GG. “Total Settlement Amount” means Four Hundred Seventy-Five Thousand Dollars
11 (\$475,000.00) that Defendant must pay into the QSF in connection with this
12 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
13 Representative Service Awards, the Class Counsel Award, PAGA Settlement and the
14 Settlement Administration Costs and ***exclusive*** of the employer’s share of payroll tax,
15 if any, triggered by any payment under this Settlement.

16 HH. “Workweeks”, for purposes of calculating the distribution of the Net Settlement
17 Amount, means the number of weeks of employment during the Class Period that
18 each Class Member was employed by Defendant in California.

19 **II. RECITALS**

20 A. On February 8, 2021, Plaintiff Abundis filed a Notice of Violations with the Labor
21 and Workforce Development Agency (LWDA) and served the same on Defendant.

22 B. On May 20, 2021, Plaintiff Abundis filed the class action lawsuit for:

- 23 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
- 24 2. Failure to pay minimum wages in violation of California Labor Code sections
25 1194, 1197 & 1197.1;
- 26 3. Failure to pay overtime wages in violation of California Labor Code sections
27 510 *et seq*;

4. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
5. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
6. Failure to reimburse employees for required expenses in violation of Cal. Lab. Code section 2802;
7. Failure to provide accurate itemized wage statements in violation of California Labor Code sections 226 and 226.2;
8. Failure to provide wages when due in violation of Cal. Lab. Code sections 201, 202 and 203;
9. Unpaid sick pay and failure to provide paid sick leave balance in violation of Cal. Lab. Code sections 246, *et seq*;
10. Retaliation in violation of Cal. Lab. Code section 1102.5;
11. Wrongful termination in violation of public policy; and
12. Violation of the Private Attorneys General Act [Labor Code section 2698, *et seq.*].

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

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

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

17 F. On November 19, 2021, the Parties participated in mediation presided over by Hon.
18 Brian C. Walsh (Ret.), a respected jurist and mediator. The mediation concluded with
19 a settlement based on Judge Walsh's mediator proposal. The agreement was
20 memorialized in the form of a Memorandum of Understanding.

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

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

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

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

12 **III. TERMS OF AGREEMENT**

13 A. Settlement Consideration and Settlement Payments by Defendant.

- 14 1. Settlement Consideration. In full and complete settlement of the Action, and
15 in exchange for the releases set forth below, Defendant and the Released
16 Parties will pay the sum of the Individual Settlement Payment, the Class
17 Representative Service Award, the Class Counsel Award, PAGA Settlement,
18 and the Settlement Administration Costs, as specified in this Agreement, equal
19 to the Total Settlement Amount of Four Hundred Seventy-Five Thousand
20 Dollars (\$475,000.00). The Parties agree that this is a non-reversionary
21 Settlement and that no portion of the Total Settlement Amount shall revert to
22 Defendant. Other than the Defendant's share of employer payroll taxes, or as
23 otherwise specified in the Agreement, Defendant shall not be required to pay
24 more than the Total Settlement Amount, except as provided for hereinbelow.
- 25 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
26 Class was comprised of 184 individuals who collectively worked
27 approximately 19,500 workweeks ("Projected Workweeks") between May
28 20, 2017, through August 31, 2021. In regard hereto, Defendant will provide

1 details on the number of applicable Class Members and dates of employment
2 during the applicable Class Period such that the Settlement Administrator can
3 calculate and confirm the total number of workweeks. If the number of
4 workweeks estimated between May 20, 2017 and August 31, 2021, increases
5 by more than 10% of the estimate stated herein, the Settlement Amount will
6 increase proportionally for the number of workweeks over 110% of 19,500
7 (or over 21,450).

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

10 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
11 payroll taxes is in addition to the Total Settlement Amount and shall be paid
12 together with the Total Settlement Amount.

13 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
14 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
15 release the Released Parties from the Released Class Claims for the Class Period.

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

21 D. Conditions Precedent: This Settlement will become final and effective only upon the
22 occurrence of all of the following events:

- 23 1. The Court enters an order granting preliminary approval of the Settlement;
- 24 2. The Court enters an order granting final approval of the Settlement and a Final
25 Judgment;
- 26 3. If an objector appears at the final approval hearing, the time for appeal of the
27 Final Judgment and Order Granting Final Approval of Class Action
28 Settlement expires; or, if an appeal is timely filed, there is a final resolution of

any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

4. Defendant fully funds the Total Settlement Amount.

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

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

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

4. Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

F. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of

no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

G. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.

H. 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.

I. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

J. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representatives, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final 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 by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

K. Notice Procedure.

1. Class Data. No later than twenty-one (21) days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator, subject to a protective order governing confidential information entered by the Court, with

1 the Class Data for purposes of preparing and mailing Notice Packets to the
2 Class Members.

3 2. Notice Packets.

- 4 a) The Notice Packet shall contain the Notice of Class Action Settlement
5 in a form substantially similar to the form attached as Exhibit A. The
6 Notice of Class Action Settlement shall inform Class Members and
7 Aggrieved Employees that they need not do anything in order to
8 receive an Individual Settlement Payment and/or Aggrieved
9 Employees' individual shares of the PAGA Settlement and to keep the
10 Settlement Administrator apprised of their current mailing address, to
11 which the Individual Settlement Payments and/or Aggrieved
12 Employees' individual shares of the PAGA Settlement will be mailed
13 following the Funding Date. The Notice of Class Action Settlement
14 shall set forth the release to be given by all members of the Class who
15 do not request to be excluded from the Settlement Class and/or
16 Aggrieved Employees' in exchange for an Individual Settlement
17 Payment and/or Aggrieved Employees' individual shares of the PAGA
18 Settlement, the number of Workweeks worked by each Class Member
19 during the Class Period and PAGA Period, if any, and the estimated
20 amount of their Individual Settlement Payment if they do not request
21 to be excluded from the Settlement and each Aggrieved Employee's
22 share of the PAGA Settlement, if any. The Settlement Administrator
23 shall use the Class Data to determine Class Members' Workweeks and
24 PAGA Workweeks. The Notice will also advise the Aggrieved
25 Employees that they will release the Released PAGA Claims and will
26 receive their share of the PAGA Settlement regardless of whether they
27 request to be excluded from the Settlement.

1 b) The Notice Packet's mailing envelope shall include the following
2 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
3 ENTITLED TO PARTICIPATE IN A CLASS ACTION
4 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
5 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
6 NOTICE."

7 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
8 the Settlement Administrator will perform a search based on the National
9 Change of Address Database to update and correct any known or identifiable
10 address changes. No later than fourteen (14) calendar days after receiving the
11 Class Data from Defendant, the Settlement Administrator shall mail and email
12 copies of the Notice Packet to all Class Members via regular First-Class U.S.
13 Mail and electronic mail. The Settlement Administrator shall exercise its best
14 judgment to determine the current mailing address for each Class Member.
15 The address identified by the Settlement Administrator as the current mailing
16 address shall be presumed to be the best mailing address for each Class
17 Member.

18 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
19 Administrator as non-delivered on or before the Response Deadline shall be
20 re-mailed to any forwarding address provided. If no forwarding address is
21 provided, the Settlement Administrator shall promptly attempt to determine a
22 correct address by lawful use of skip-tracing, or other search using the name,
23 address and/or Social Security number of the Class Member involved, and
24 shall then perform a re-mailing, if another mailing address is identified by the
25 Settlement Administrator. In addition, if any Notice Packets, which are
26 addressed to Class Members who are currently employed by Defendant, are
27 returned to the Settlement Administrator as non-delivered and no forwarding
28 address is provided, the Settlement Administrator shall notify Defendant.

1 Defendant will request that the currently employed Class Member provide a
2 corrected address, and transmit to the Administrator any corrected address
3 provided by the Class Member. The Settlement Administrator shall complete
4 the re-mailing process as soon as possible, and in no event later than thirty
5 (30) days after the date of the initial mailing of the Notice Packet. Class
6 Members who received a re-mailed Notice Packet shall have their Response
7 Deadline, including their deadline to opt-out, object, or dispute, extended
8 fifteen (15) days from the original Response Deadline.

9 5. Disputes Regarding Individual Settlement Payments. Class Members will
10 have the opportunity, should they disagree with Defendant's records regarding
11 the start and end dates of employment to provide documentation and/or an
12 explanation to show contrary dates. The Notice of Class Action Settlement
13 contained in the Notice Packet shall state that Class Members who wish to
14 dispute Defendant's records will have 45 days from the date of the mailing of
15 the Notice to do so, subject to an extension of time in the event of remailing.
16 If there is a dispute, the Settlement Administrator will consult with the Parties
17 to determine whether an adjustment is warranted. The Settlement
18 Administrator shall determine the eligibility for, and the amounts of, any
19 Individual Settlement Payments under the terms of this Agreement. The
20 Settlement Administrator's determination of the eligibility for and amount of
21 any Individual Settlement Payment shall be binding upon the Class Member
22 and the Parties, except as provided hereinbelow in Paragraph 6.

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

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

1 after the Response Deadline, the Settlement Administrator shall provide
2 counsel for the Parties with a final list of the Class Members who have timely
3 submitted written requests for exclusion. At no time shall any of the Parties
4 or their counsel seek to solicit or otherwise encourage members of the Class
5 to submit requests for exclusion from the Settlement.

6 L. Objections. The Notice of Class Action Settlement contained in the Notice Packet
7 shall state that Class Members who wish to object to the Settlement may submit to the
8 Settlement Administrator a written statement of objection (“Notice of Objection”) by
9 the Response Deadline. The postmark date of mailing shall be deemed the exclusive
10 means for determining that a Notice of Objection was served timely. The Notice of
11 Objection, if in writing, must be signed by the Settlement Class Member and state: (1)
12 the case name and number; (2) the name of the Settlement Class Member; (3) the
13 address of the Settlement Class Member; (4) the last four digits of the Settlement Class
14 Member’s Social Security number; (5) the basis for the objection; and (6) if the
15 Settlement Class Member intends to appear at the Final Approval/Settlement Fairness
16 Hearing. Class Members who fail to make objections in writing in the manner
17 specified above may still make their objections orally at the Final Approval/Settlement
18 Fairness Hearing with the Court’s permission. Settlement Class Members will have a
19 right to appear at the Final Approval/Settlement Fairness Hearing to have their
20 objections heard by the Court regardless of whether they submitted a written objection.
21 At no time shall any of the Parties or their counsel seek to solicit or otherwise
22 encourage Class Members to file or serve written objections to the Settlement or appeal
23 from the Order and Final Judgment. Class Members who submit a written request for
24 exclusion may not object to the Settlement. Class Members may not object to the
25 PAGA Settlement.Funding and Allocation of the Total Settlement Amount. Defendant
26 is required to pay the Total Settlement Amount on or before the Funding Date, plus
27 any employer’s share of payroll taxes as mandated by law within the time specified
28 herein.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.
2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class 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 Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the PAGA Settlement.
3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated as follows: 33% wages ("Wage Portion"); 67% as penalties and interest ("Non-Wage Portion").

- 1 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
2 Employee Settlement Payments shall be allocated and treated as 100%
3 penalties and shall be reported on IRS Form 1099.
- 4 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
5 individual shares of the PAGA Settlement made to Settlement Class Members
6 and/or Aggrieved Employees under this Settlement Agreement, as well as any
7 other payments made pursuant to this Settlement Agreement, will not be
8 utilized to calculate any additional benefits under any benefit plans to which
9 any Class Members may be eligible, including, but not limited to profit-
10 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
11 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
12 Parties' intention that this Settlement Agreement will not affect any rights,
13 contributions, or amounts to which any Class Members may be entitled under
14 any benefit plans.
- 15 6. All monies received by Settlement Class Members under the Settlement which
16 are attributable to wages shall constitute income to such Settlement Class
17 Members solely in the year in which such monies actually are received by the
18 Settlement Class Members. It is the intent of the Parties that Individual
19 Settlement Payments and individual shares of the PAGA Settlement provided
20 for in this Settlement agreement are the sole payments to be made by Defendant
21 to Settlement Class Members and/or Aggrieved Employees in connection with
22 this Settlement Agreement, with the exception of Plaintiff, and that the
23 Settlement Class Members and/or Aggrieved Employees are not entitled to any
24 new or additional compensation or benefits as a result of having received the
25 Individual Settlement Payments and/or their shares of the PAGA Settlement.
- 26 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
27 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
- 28

and/or Aggrieved Employees last known mailing address no later than fifteen (15) calendar days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employee's individual share of the PAGA Settlement check has not been cashed within one hundred and eighty (180) days, the Settlement Administrator shall escheat those checks to the State Controller's Office, Unclaimed Property Division in the name of the absent employee.

9. Class Representative Service Award. In addition to the Individual Settlement Payment and his individual share of the PAGA Settlement to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$5,000.00, as the Class Representative Service Award. Defendant does not presently intend to oppose a Class Representative Service Award of not more than \$5,000.00 for Plaintiff. The Settlement Administrator shall pay the Class Representative Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Plaintiff from the Total Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Any portion of the requested Class Representative Service Awards that are not awarded to the Class Representatives shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an

1 IRS Form 1099 — MISC to Plaintiff for his Class Representative Service
2 Award. Plaintiff shall be solely and legally responsible to pay any and all
3 applicable taxes on his Class Representative Service Award and shall hold
4 harmless the Released Parties from any claim or liability for taxes, penalties,
5 or interest arising as a result of the Class Representative Service Awards. The
6 Class Representative Service Award shall be in addition to Plaintiff's
7 Individual Settlement Payment as a Settlement Class Member. Approval of
8 this Settlement shall not be conditioned on Court approval of the requested
9 amount of the Class Representative Service Award. If the Court reduces or
10 does not approve the requested Class Representative Service Award, Plaintiff
11 shall not have the right to revoke the Settlement, and it will remain binding.

- 12 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
13 attorneys' fees not to exceed one-third (33.33%) of the Total Settlement
14 Amount currently estimated to be \$158,333.33 plus costs and expenses
15 supported by declaration not to exceed Twenty Thousand Dollars
16 (\$20,000.00), from the Total Settlement Amount will be filed. Any portion of
17 the requested Class Counsel Award that is not awarded to Class Counsel shall
18 be part of the Net Settlement Amount and shall be distributed to Settlement
19 Class Members as provided in this Agreement. The Settlement Administrator
20 shall allocate and pay the Class Counsel Award to Class Counsel from the
21 Total Settlement Amount no later than fifteen (15) calendar days after the
22 Funding Date. Class Counsel shall be solely and legally responsible to pay all
23 applicable taxes on the payment made pursuant to this paragraph. The
24 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
25 Counsel for the payments made pursuant to this paragraph. In the event that
26 the Court reduces or does not approve the requested Class Counsel Award,
27 Plaintiff and Class Counsel shall not have the right to revoke the Settlement,
28 or to appeal such order, and the Settlement will remain binding.

11. PAGA Settlement. Twenty Thousand Dollars (\$20,000.00) shall be allocated from the Total Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 (“PAGA Settlement”). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Settlement (\$15,000.00) to the California Labor and Workforce Development Agency no later than fifteen (15) calendar days after the Funding Date (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA Settlement (\$5,000.00) will be distributed to the Aggrieved Employees as described in this Agreement (hereinafter “Aggrieved Employee Payment”). For purposes of distributing the PAGA Settlement to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Total Settlement Amount. The estimate of the Settlement Administration Costs is \$20,000. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Award, the Class Counsel Award, the PAGA Settlement, and the Settlement Administration Costs.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff’s motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to

1 Class Members, the number of undeliverable Notice Packets, the number of
2 timely requests for exclusion, the number of objections received, the amount
3 of the average Individual Settlement Payment and highest Individual
4 Settlement Payment, the Settlement Administration Costs, and any other
5 information as the Parties mutually agree or the Court orders the Settlement
6 Administrator to provide.

7 2. Final Approval Order and Judgment. Class Counsel shall present an Order
8 Granting Final Approval of Class Action Settlement to the Court for its
9 approval, and Judgment thereon, at the time Class Counsel files the Motion
10 for Final Approval. Following the Court's entry of an Order Granting Final
11 Approval of Class Action Settlement, and Judgment thereon, Plaintiff shall
12 provide notice to the California Labor & Workforce Development Agency in
13 accordance with Cal. Lab. Code section 2699(1)(3).

14 N. Defendant's Option to Revoke Settlement. Defendant has the unilateral right to revoke
15 the Settlement and Defendant shall have, in its sole discretion, the option to terminate
16 this Settlement if, after the Response Deadline, the number of Settlement Class
17 Members who submitted timely and valid written requests for exclusion from the
18 Settlement is at least ten percent (10%) of all Settlement Class Members. If Defendant
19 exercises the option to terminate this Settlement, Defendant shall: (a) provide written
20 notice to Class Counsel within five (5) calendar days after (i) providing the Class Data
21 to the Settlement Administrator or (ii) the Settlement Administrator provides
22 information regarding opt outs (which is to occur no later than fourteen (14) calendar
23 days after the Response Deadline, and (b) pay all Settlement Administration Costs
24 incurred up to the date or as a result of the termination; and the Parties shall proceed
25 in all respects as if this Agreement had not been executed

26 O. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
27 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
28 Final Approval, including the Order Granting Final Approval of Class Action

1 Settlement, and Judgment before filing with the Court. The Parties and their counsel
2 will cooperate with each other and use their best efforts to affect the Court's approval
3 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
4 Judgment.

5 P. Cooperation. The Parties and their counsel will cooperate with each other and use
6 their best efforts to implement the Settlement.

7 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
8 except such proceedings necessary to implement and complete the Settlement, pending
9 the Final Approval/Settlement Fairness Hearing to be conducted by the Court

10 R. Amendment or Modification. This Agreement may be amended or modified only by
11 a written instrument signed by counsel for all Parties or their successors-in-interest.

12 S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
13 Agreement among these Parties, and no oral or written representations, warranties or
14 inducements have been made to any Party concerning this Agreement or its Exhibit
15 other than the representations, warranties and covenants contained and memorialized
16 in this Agreement and its Exhibit, and except as provided in the separate independent
17 individual settlement agreement between Plaintiff and Defendant.

18 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate
20 this Agreement and to take all appropriate Action required or permitted to be taken by
21 such Parties pursuant to this Agreement to effectuate its terms, and to execute any
22 other documents required to effectuate the terms of this Agreement. The persons
23 signing this Agreement on behalf of Defendant represents and warrants that he/she is
24 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
25 warrants that he is authorized to sign this Agreement and that he has not assigned any
26 claim, or part of a claim, covered by this Settlement to a third-party.

27 U. No Public Comment: The Parties and their counsel agree that they will not issue any
28 press releases, initiate any contact with the press, respond to any press inquiry, or have

1 any communication with the press about the fact, amount or terms of the Settlement
2 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
3 of its terms for any marketing or promotional purposes. Nothing herein will restrict
4 Class Counsel from including publicly available information regarding this settlement
5 in future judicial submissions regarding Class Counsel's qualifications and experience.
6 Further, Class Counsel will not include, reference or use the Settlement Agreement for
7 any marketing or promotional purposes, either before or after the Motion for
8 Preliminary Approval is filed.

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

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

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

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

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

27 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
28 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.

BB. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

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

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

EE. Plaintiff's Individual Settlement. Plaintiff is entering into an individual settlement agreement, which shall provide for an Individual Settlement Payment, and which shall provide for a broad release, including a waiver of Civil Code Section 1542. This release, waiver and discharge of all claims shall include, but will not be limited to, any and all claims arising out of the Action, as well as additional claims described in the Individual Settlement Agreement and claims alleged in DFEH Complaint No. 202105-

1 13577117 dated May 17, 2021. The Individual Settlement Agreement shall be
2 confidential, but may be submitted to the Court for in-camera review for purposes of
3 approval of this Settlement.

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

5
6 DATED: Jul 27, 2022


Sergio Abundis (Jul 27, 2022 13:38 PDT)
SERGIO ABUNDIS

8
9
10 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

11
12 DATED: _____

IMAGE 2000, a California Corporation

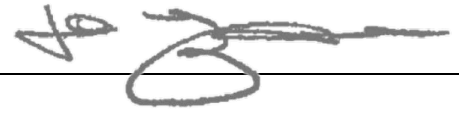
13
14 _____
Printed Name

15
16 _____
Title

17
18 IT IS SO AGREED AS TO FORM BY COUNSEL:

19
20 DATED: July 27, 2022

JCL LAW FIRM, A.P.C.

21 By: 

22 Attorneys for Plaintiff and the Settlement Class
23 Members

24
25 DATED: July 27, 2022

ZAKAY LAW GROUP, APLC

26 By: 

27 Attorneys for Plaintiff and the Settlement Class
28 Members

1 13577117 dated May 17, 2021. The Individual Settlement Agreement shall be
2 confidential, but may be submitted to the Court for in-camera review for purposes of
3 approval of this Settlement.

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

5
6 DATED: _____

7 SERGIO ABUNDIS

8
9
10 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

11
12 DATED: 7/27/22

13 
14 IMAGE 2000, a California Corporation

15 Richard Campbell
16 Printed Name

17 President
18 Title

19 IT IS SO AGREED AS TO FORM BY COUNSEL:

20 DATED: _____

JCL LAW FIRM, A.P.C.

21 By: _____

22 Attorneys for Plaintiff and the Settlement Class
23 Members

24
25 DATED: _____

ZAKAY LAW GROUP, APLC

26 By: _____

27 Attorneys for Plaintiff and the Settlement Class
28 Members

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DATED: July 27, 2022

BRANDON R. MCKELVEY
MEDINA MCKELVEY, LLP

By: _____

Attorneys for Defendant

EXHIBIT A

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

(Abundis, et al., v. Image 2000, County of Los Angeles Superior Court Case No. 21STCV19193)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$«Total_Estimated_Settlement_Amount». See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement, except that if you are also an Aggrieved Employee, you will still receive your pro rata share of the PAGA Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. You may also appear at the final approval hearing to object. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Los Angeles (the “Court”) has been reached between Plaintiff Sergio Abundis (“Plaintiff”) and Defendant Image 2000, a California Corporation, (hereinafter “Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All persons who worked for Defendant in California as an hourly paid or non-exempt employee during the Class Period.

The “Class Period” is the period of time running from May 20, 2017 to January 21, 2022.

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

2. What is this class action lawsuit about?

On May 20, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse employees for required expenses in violation of Cal Lab. Code section 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (i) failed to pay sick leave and

failed to provide paid sick leave balance in violation of Cal. Lab. Code sections 245, *et seq.*; (j) retaliation in violation of Cal. Lab. Code section 1102.5; (k) wrongful termination in violation of public policy; and (l) Violations of the Private Attorney General Act (Cal. Lab. Code §§2698 *et seq.*

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that Defendants paid any members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On November 19, 2021, the Parties participated in an all-day mediation with Hon. Brian C. Walsh (Ret.) a respected jurist and an experienced mediator of wage and hour class actions. The mediation concluded with a settlement, after both sides agreed to a Mediator's proposal. The Court granted preliminary approval of the Settlement on August 17, 2022. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Total Settlement Amount. Defendant has agreed to pay an "all in" amount of Four Hundred Seventy-Five Thousand Dollars (\$475,000) (the "Total Settlement Amount") to fund the settlement. The Total Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel's attorneys' fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payments to the Plaintiff.

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

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$20,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$158,333.33) and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. Class Counsel's Fees Payment will be divided equally between Class Counsel (50% to Zakay Law Group, APC and 50% to The JCL Law Firm, APC).
- Class Representative Service Payment. Class Representative Service Payment of up to five Thousand Dollars (\$5,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$20,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$15,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$5,000.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service

Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Participating Class Members”). The Settlement Share for each Participating Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member’s workweeks that occurred during the Class Period. A “workweek” is defined as a normal seven-day week of work during the Class Period in which, according to Defendant’s records, a member of the class worked at least one-day during any such workweek.

- **Calculation of PAGA Penalties Payments to PAGA Employees.** The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all PAGA Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective PAGA Employee during the PAGA Period. “PAGA Employees” means all persons who worked for Defendant in California as an hourly paid or non-exempt employee during the PAGA Period. The PAGA Period means the period of February 8, 2020 to January 21, 2022.

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

Tax Matters. 33% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 67% of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to PAGA Employees, and each PAGA Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Participating Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means any and all claims asserted in the operative class complaint and all claims that could have been asserted in the operative complaint based on the same operative facts alleged in the operative complaint, including state wage and hour claims for any and all violation of California’s Labor code and Unfair Competition law based on Defendant’s failure to pay all wages due (including minimum wages, straight time wages, and overtime wages), failure to provide complaint meal periods, failure to authorize and permit complaint rest periods, failure to provide accurate and itemized wage statements, failure to timely pay all wages due at the time of termination, failure to reimburse employees for all business-related expenses, violations of the Business and Professions Code section 17200 predicated on the Labor Code violations alleged in the operative complaint, and all damages, interest, penalties, attorneys’ fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and claims outside the Class Period. The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement, and will be bound by this PAGA Release (the “PAGA Release”). “Released PAGA Claims” means any and all claims for PAGA claims alleged in the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and claims outside the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you have «Class_Weeks» Workweeks worked during the Class Period (May 20, 2017 to January 21, 2022).

Based on this information, your estimated Settlement Share is \$«Class_Estimated_Settlement_Amount».

Defendant's records reflect that you have «PAGA_Weeks» pay periods worked during the PAGA Period (February 8, 2020 to January 21, 2022).

Based on this information, your estimated PAGA Settlement Share is \$«PAGA_Estimated_Settlement_Amount».

If you wish to challenge/dispute the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than October 28, 2022.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781. (888) 250-6810.

The Court will hold a hearing on February 9, 2023, to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.ilymgroup.com.

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than October 28, 2022. The address for the Settlement Administrator is ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781. The request for exclusion should indicate clearly that you wish to opt out of the class action and settlement of the case. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after October 28, 2022, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's

name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which ***Abundis, et al., v. Image 2000, Case No. 21STCV19193***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than October 28, 2022. The address for the Settlement Administrator is ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781.

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Counsel for Defendant:

Brandon R. McKelvey
Medina McKelvey LLP
925 Highland Pointe Dr., Suite 300
Roseville, CA 95678
Tel.: (916) 960-2211
Fax : (916) 742-5488
E-Mail: brandon@medinamckelvey.com

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

The Court will hold a Final Approval Hearing at 10:00 AM on February 9, 2023, at the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012, before Judge Yvette M. Palazuelos. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through "LA Court Connect" for a small fee. <https://www.lacourt.org/lacc/>

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

You may call the Settlement Administrator at (888) 250-6810 or write to ***Abundis, et al., v. Image 2000, Case No. 21STCV19193***, Settlement Administrator, c/o ILYM Group, Inc. P.O. Box 2031, Tustin, CA 92781.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the State Controller's Office, Unclaimed Property Division in the name of the absent employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

1 JEAN-CLAUDE LAPUYADE, ESQ. (SBN 248676)
2 **JCL LAW FIRM, APC**
3 5440 MOREHOUSE DRIVE, SUITE 3600
4 SAN DIEGO, CA 92121
5 TEL: 619-599-8292
6 FAX: 619-599-8291

7 **ZAKAY LAW GROUP, APLC**
8 SHANI O. ZAKAY (SBN 277924)
9 5440 MOREHOUSE DRIVE, SUITE 3600
10 SAN DIEGO, CA 92121
11 TEL: (619) 255-9047

12 ATTORNEYS FOR PLAINTIFF AND THE PUTATIVE CLASS

13 **SUPERIOR COURT OF CALIFORNIA**

14 **COUNTY OF LOS ANGELES**

15 SERGIO ABUNDIS, on behalf of himself
16 and on behalf of all persons similarly
17 situated,

18 PLAINTIFF,

19 vs.

20 IMAGE 2000, a California Corporation; and
21 DOES 1 through 50, Inclusive;

22 DEFENDANT.

Case No. 21STCV19193

[Action Filed 05/20/2021]

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

Judge: Honorable Yvette M. Palazuelos
Dept.: 9

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
2 between Plaintiff SERGIO ABUNDIS (hereinafter “Plaintiff”), individually and on behalf of the
3 Settlement Class, and in his representative capacity on behalf of the State of California and the
4 Aggrieved Employees, and Defendant IMAGE 2000, a California Corporation (hereinafter
5 “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Abundis v. Image*
8 *2000*, Los Angeles County Superior Court, Case No. 21STCV19193, filed May 20,
9 2021.
- 10 B. “Aggrieved Employees” shall mean all persons who worked for Defendant in
11 California as an hourly paid or non-exempt employee during the PAGA Period.
- 12 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
13 Class Action and Release of Claims.
- 14 D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
15 Shani Zakay of Zakay Law Group, APLC.
- 16 E. “Class Counsel Award” means the award of fees and expenses that the Court
17 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
18 and the Settlement Class in the Action, consisting of attorneys’ fees currently not to
19 exceed one-third (33.33%) of the Total Settlement Amount currently estimated to be
20 \$158,333.33 out of \$475,000.00 plus costs of up to \$20,000.00. Class Counsel’s
21 award for attorneys’ fees will be equally divided between Class Counsel (50% to
22 JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- 23 F. “Class Data” means information regarding Class Members that Defendant will in
24 good faith compile from its records and provide directly to the Settlement
25 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall
26 include: each Class Member’s full name; last known address; Social Security
27 Number; start dates and end dates of employment.

- 1 G. "Class Members" or the "Class" means all persons who worked for Defendant in
2 California as an hourly paid or non-exempt employee during the Class Period.
- 3 H. "Class Period" means the period from May 20, 2017 to January 21, 2022.
- 4 I. "Class Representative Service Award" means the amount that the Court authorizes to
5 be paid to the Class Representative, in addition to his Individual Settlement Payment
6 and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks
7 in assisting with the prosecution of the Action and in exchange for executing a
8 General Release.
- 9 J. "Class Representative" shall mean plaintiff SERGIO ABUNDIS.
- 10 K. "Court" means the Superior Court for the State of California, County of Los Angeles
11 currently presiding over the Action.
- 12 L. "Defendant" shall mean IMAGE 2000, a California Corporation.
- 13 M. "Effective Date" means the earliest date, following entry by the Court of an order
14 and judgment finally approving this Settlement, upon which one of the following have
15 occurred: (i) if no objection is filed to the settlement and no objector appears at the
16 hearing on final approval, the date of the Court's entry of the order granting final
17 approval, (ii) if an objection is filed to the settlement, or an objector appears at the
18 hearing on final approval, then the later of the following: (a) the expiration of all
19 potential appeal periods without a filing of a notice of appeal of the final approval
20 order or judgment; (b) final affirmance of the final approval order and judgment by
21 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
22 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
23 the final approval order and judgment is no longer subject to further judicial review.
- 24 N. "Funding Date" shall mean thirty (30) calendar days after the Effective Date and is
25 the date Defendant transfers the Total Settlement Amount into the QSF in accord with
26 the terms of this Agreement.
- 27
28

- 1 O. "Individual Settlement Payment" means the amount payable from the Net Settlement
2 Amount to each Settlement Class Member and excludes any amounts distributed to
3 Aggrieved Employees pursuant to PAGA.
- 4 P. "Net Settlement Amount" or "NSA" means the Total Settlement Amount, less Class
5 Counsel Award, Class Representative Service Award, PAGA Settlement, and
6 Settlement Administration Costs.
- 7 Q. "Notice Packet" means the Class Notice to be provided to the Class Members by the
8 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
9 than formatting changes to facilitate printing by the Settlement Administrator).
- 10 R. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
11 Labor Code § 2698 *et seq.*
- 12 S. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
13 for each Aggrieved Employee divided by the sum total of the pay periods for all
14 Aggrieved Employees during the PAGA Period.
- 15 T. "PAGA Period" means the period of February 8, 2020 to January 21, 2022.
- 16 U. "PAGA Settlement" shall mean Twenty Thousand Dollars (\$20,000) to be allocated
17 from the Total Settlement Amount.
- 18 V. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
19 Plaintiff or Defendant, individually.
- 20 W. "Payment Ratio" means the respective Workweeks for each Class Member divided by
21 the sum total Workweeks for all Class Members.
- 22 X. "Plaintiff" shall mean SERGIO ABUNDIS.
- 23 Y. "QSF" means the Qualified Settlement Fund established, designated and maintained
24 by the Settlement Administrator to fund the Total Settlement Amount.
- 25 Z. "Released Class Claims" means any and all claims asserted in the operative class
26 complaint and all claims that could have been asserted in the operative complaint
27 based on the same operative facts alleged in the operative complaint, including state
28 wage and hour claims for any and all violation of California's Labor code and Unfair

1 Competition law based on Defendant's failure to pay all wages due (including
2 minimum wages, straight time wages, and overtime wages), failure to provide
3 compliant meal periods, failure to authorize and permit compliant rest periods, failure
4 to provide accurate and itemized wage statements, failure to timely pay all wages due
5 at the time of termination, failure to reimburse employees for all business-related
6 expenses, violations of the Business and Professions Code section 17200 predicated
7 on the Labor Code violations alleged in the operative complaint, and all damages,
8 interest, penalties, attorneys' fees, costs, and other amounts recoverable under said
9 causes of action under California law, to the extent permissible, and expressly
10 excluding all other claims, including claims for vested benefits, wrongful termination,
11 unemployment insurance, disability, social security, workers' compensation, and
12 claims outside the Class Period.

13 AA. "Released PAGA Claims" means any and all claims for PAGA penalties alleged in
14 the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred
15 during the PAGA Period, and expressly excluding all other claims, including claims
16 for vested benefits, wrongful termination, unemployment insurance, disability, social
17 security, workers' compensation, and claims outside the PAGA Period.

18 BB. "Released Parties" shall mean Defendant.

19 CC. "Response Deadline" means the date forty-five (45) days after the Settlement
20 Administrator mails Notice Packets to Class Members and the last date on which
21 Class Members may submit requests for exclusion or objections to the Settlement.

22 DD. "Settlement" means the disposition of the Action pursuant to this Agreement.

23 EE. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
24 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
25 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
26 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
27 of the Total Settlement Amount is deposited for the purpose of resolving the claims
28 of Settlement Class Members. The Settlement Administrator shall maintain the funds

1 until distribution in an account(s) segregated from the assets of Defendant and any
2 person related to Defendant. ***All accrued interest generated in the QSF account shall***
3 ***be paid and distributed to the Settlement Class Members as part of their respective***
4 ***Individual Settlement Payment.*** Defendant will not be required to pay an additional
5 funds associated with residue and the interest (as mentioned above) is the interest
6 earned in the account established by the Settlement Administrator.

7 FF. “Settlement Class Members” or “Settlement Class” means all Class Members who
8 have not submitted a timely and valid request for exclusion as provided in this
9 Agreement.

10 GG. “Total Settlement Amount” means Four Hundred Seventy-Five Thousand Dollars
11 (\$475,000.00) that Defendant must pay into the QSF in connection with this
12 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
13 Representative Service Awards, the Class Counsel Award, PAGA Settlement and the
14 Settlement Administration Costs and ***exclusive*** of the employer’s share of payroll tax,
15 if any, triggered by any payment under this Settlement.

16 HH. “Workweeks”, for purposes of calculating the distribution of the Net Settlement
17 Amount, means the number of weeks of employment during the Class Period that
18 each Class Member was employed by Defendant in California.

19 **II. RECITALS**

20 A. On February 8, 2021, Plaintiff Abundis filed a Notice of Violations with the Labor
21 and Workforce Development Agency (LWDA) and served the same on Defendant.

22 B. On May 20, 2021, Plaintiff Abundis filed the class action lawsuit for:

- 23 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
- 24 2. Failure to pay minimum wages in violation of California Labor Code sections
25 1194, 1197 & 1197.1;
- 26 3. Failure to pay overtime wages in violation of California Labor Code sections
27 510 *et seq*;

4. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
5. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
6. Failure to reimburse employees for required expenses in violation of Cal. Lab. Code section 2802;
7. Failure to provide accurate itemized wage statements in violation of California Labor Code sections 226 and 226.2;
8. Failure to provide wages when due in violation of Cal. Lab. Code sections 201, 202 and 203;
9. Unpaid sick pay and failure to provide paid sick leave balance in violation of Cal. Lab. Code sections 246, *et seq*;
10. Retaliation in violation of Cal. Lab. Code section 1102.5;
11. Wrongful termination in violation of public policy; and
12. Violation of the Private Attorneys General Act [Labor Code section 2698, *et seq.*].

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

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

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

17 F. On November 19, 2021, the Parties participated in mediation presided over by Hon.
18 Brian C. Walsh (Ret.), a respected jurist and mediator. The mediation concluded with
19 a settlement based on Judge Walsh's mediator proposal. The agreement was
20 memorialized in the form of a Memorandum of Understanding.

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

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

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

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

12 **III. TERMS OF AGREEMENT**

13 A. Settlement Consideration and Settlement Payments by Defendant.

- 14 1. Settlement Consideration. In full and complete settlement of the Action, and
15 in exchange for the releases set forth below, Defendant and the Released
16 Parties will pay the sum of the Individual Settlement Payment, the Class
17 Representative Service Award, the Class Counsel Award, PAGA Settlement,
18 and the Settlement Administration Costs, as specified in this Agreement, equal
19 to the Total Settlement Amount of Four Hundred Seventy-Five Thousand
20 Dollars (\$475,000.00). The Parties agree that this is a non-reversionary
21 Settlement and that no portion of the Total Settlement Amount shall revert to
22 Defendant. Other than the Defendant's share of employer payroll taxes, or as
23 otherwise specified in the Agreement, Defendant shall not be required to pay
24 more than the Total Settlement Amount, except as provided for hereinbelow.
- 25 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
26 Class was comprised of 184 individuals who collectively worked
27 approximately 19,500 workweeks ("Projected Workweeks") between May
28 20, 2017, through August 31, 2021. In regard hereto, Defendant will provide

1 details on the number of applicable Class Members and dates of employment
2 during the applicable Class Period such that the Settlement Administrator can
3 calculate and confirm the total number of workweeks. If the number of
4 workweeks estimated between May 20, 2017 and August 31, 2021, increases
5 by more than 10% of the estimate stated herein, the Settlement Amount will
6 increase proportionally for the number of workweeks over 110% of 19,500
7 (or over 21,450).

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

10 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
11 payroll taxes is in addition to the Total Settlement Amount and shall be paid
12 together with the Total Settlement Amount.

13 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
14 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
15 release the Released Parties from the Released Class Claims for the Class Period.

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

21 D. Conditions Precedent: This Settlement will become final and effective only upon the
22 occurrence of all of the following events:

- 23 1. The Court enters an order granting preliminary approval of the Settlement;
- 24 2. The Court enters an order granting final approval of the Settlement and a Final
25 Judgment;
- 26 3. If an objector appears at the final approval hearing, the time for appeal of the
27 Final Judgment and Order Granting Final Approval of Class Action
28 Settlement expires; or, if an appeal is timely filed, there is a final resolution of

any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

4. Defendant fully funds the Total Settlement Amount.

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

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

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

4. Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

F. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of

no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

G. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.

H. 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.

I. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

J. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to the Class Representatives, Class Counsel, LWDA and Class Members; printing and mailing the Notice Packets to the Class Members as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final 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 by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

K. Notice Procedure.

1. Class Data. No later than twenty-one (21) days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator, subject to a protective order governing confidential information entered by the Court, with

1 the Class Data for purposes of preparing and mailing Notice Packets to the
2 Class Members.

3 2. Notice Packets.

- 4 a) The Notice Packet shall contain the Notice of Class Action Settlement
5 in a form substantially similar to the form attached as Exhibit A. The
6 Notice of Class Action Settlement shall inform Class Members and
7 Aggrieved Employees that they need not do anything in order to
8 receive an Individual Settlement Payment and/or Aggrieved
9 Employees' individual shares of the PAGA Settlement and to keep the
10 Settlement Administrator apprised of their current mailing address, to
11 which the Individual Settlement Payments and/or Aggrieved
12 Employees' individual shares of the PAGA Settlement will be mailed
13 following the Funding Date. The Notice of Class Action Settlement
14 shall set forth the release to be given by all members of the Class who
15 do not request to be excluded from the Settlement Class and/or
16 Aggrieved Employees' in exchange for an Individual Settlement
17 Payment and/or Aggrieved Employees' individual shares of the PAGA
18 Settlement, the number of Workweeks worked by each Class Member
19 during the Class Period and PAGA Period, if any, and the estimated
20 amount of their Individual Settlement Payment if they do not request
21 to be excluded from the Settlement and each Aggrieved Employee's
22 share of the PAGA Settlement, if any. The Settlement Administrator
23 shall use the Class Data to determine Class Members' Workweeks and
24 PAGA Workweeks. The Notice will also advise the Aggrieved
25 Employees that they will release the Released PAGA Claims and will
26 receive their share of the PAGA Settlement regardless of whether they
27 request to be excluded from the Settlement.

1 b) The Notice Packet's mailing envelope shall include the following
2 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
3 ENTITLED TO PARTICIPATE IN A CLASS ACTION
4 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
5 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
6 NOTICE."

7 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
8 the Settlement Administrator will perform a search based on the National
9 Change of Address Database to update and correct any known or identifiable
10 address changes. No later than fourteen (14) calendar days after receiving the
11 Class Data from Defendant, the Settlement Administrator shall mail and email
12 copies of the Notice Packet to all Class Members via regular First-Class U.S.
13 Mail and electronic mail. The Settlement Administrator shall exercise its best
14 judgment to determine the current mailing address for each Class Member.
15 The address identified by the Settlement Administrator as the current mailing
16 address shall be presumed to be the best mailing address for each Class
17 Member.

18 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
19 Administrator as non-delivered on or before the Response Deadline shall be
20 re-mailed to any forwarding address provided. If no forwarding address is
21 provided, the Settlement Administrator shall promptly attempt to determine a
22 correct address by lawful use of skip-tracing, or other search using the name,
23 address and/or Social Security number of the Class Member involved, and
24 shall then perform a re-mailing, if another mailing address is identified by the
25 Settlement Administrator. In addition, if any Notice Packets, which are
26 addressed to Class Members who are currently employed by Defendant, are
27 returned to the Settlement Administrator as non-delivered and no forwarding
28 address is provided, the Settlement Administrator shall notify Defendant.

1 Defendant will request that the currently employed Class Member provide a
2 corrected address, and transmit to the Administrator any corrected address
3 provided by the Class Member. Class Members who received a re-mailed
4 Notice Packet shall have their Response Deadline, including their deadline to
5 opt-out, object, or dispute, extended fifteen (15) days from the original
6 Response Deadline.

7 5. Disputes Regarding Individual Settlement Payments. Class Members will
8 have the opportunity, should they disagree with Defendant's records regarding
9 the start and end dates of employment to provide documentation and/or an
10 explanation to show contrary dates. The Notice of Class Action Settlement
11 contained in the Notice Packet shall state that Class Members who wish to
12 dispute Defendant's records will have 45 days from the date of the mailing of
13 the Notice to do so, subject to an extension of time in the event of remailing.
14 If there is a dispute, the Settlement Administrator will consult with the Parties
15 to determine whether an adjustment is warranted. The Settlement
16 Administrator shall determine the eligibility for, and the amounts of, any
17 Individual Settlement Payments under the terms of this Agreement. The
18 Settlement Administrator's determination of the eligibility for and amount of
19 any Individual Settlement Payment shall be binding upon the Class Member
20 and the Parties, except as provided hereinbelow in Paragraph 6.

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

27 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
28 Packet shall state that Class Members who wish to exclude themselves from

1 the Settlement must submit a written request for exclusion by the Response
2 Deadline. The written request for exclusion must state that the Class Member
3 wishes to exclude himself or herself from the Settlement and (1) must contain
4 the name, address, and the last four digits of the Social Security number of the
5 person requesting exclusion; (2) must be signed by the Class Member; (3)
6 must be postmarked or fax stamped by the Response Deadline and returned to
7 the Settlement Administrator at the specified address or fax telephone number;
8 and (4) contain a typewritten or handwritten notice stating in substance that
9 the Class Member wishes to opt out of the settlement of the class action
10 lawsuit. The request for exclusion will not be valid if it is not timely
11 submitted, if it is not signed by the Class Member, or if it does not contain the
12 name and address and last four digits of the Social Security number of the
13 Class Member. The date of the postmark on the mailing envelope or fax stamp
14 on the request for exclusion shall be the exclusive means used to determine
15 whether the request for exclusion was timely submitted. Any Class Member
16 who requests to be excluded from the Settlement Class will not be entitled to
17 an Individual Settlement Payment and will not be otherwise bound by the
18 terms of the Settlement or have any right to object, appeal or comment
19 thereon. However, any Class Member that submits a timely request for
20 exclusion that is also an Aggrieved Employee will still receive his/her pro rata
21 share of the PAGA Settlement, as specified below, and in consideration, will
22 be bound by the Release by the Aggrieved Employees as set forth herein.
23 Settlement Class Members who fail to submit a valid and timely written
24 request for exclusion on or before the Response Deadline shall be bound by
25 all terms of the Settlement and any final judgment entered in this Action if the
26 Settlement is approved by the Court. No later than fourteen (14) calendar days
27 after the Response Deadline, the Settlement Administrator shall provide
28 counsel for the Parties with a final list of the Class Members who have timely

submitted written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement.

L. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member’s Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court’s permission. Settlement Class Members will have a right to appear at the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Settlement.Funding and Allocation of the Total Settlement Amount. Defendant is required to pay the Total Settlement Amount on or before the Funding Date, plus any employer’s share of payroll taxes as mandated by law within the time specified herein.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid

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

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class 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 Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the PAGA Settlement.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated as follows: 33% wages ("Wage Portion"); 67% as penalties and interest ("Non-Wage Portion").

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

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

12 6. All monies received by Settlement Class Members under the Settlement which
13 are attributable to wages shall constitute income to such Settlement Class
14 Members solely in the year in which such monies actually are received by the
15 Settlement Class Members. It is the intent of the Parties that Individual
16 Settlement Payments and individual shares of the PAGA Settlement provided
17 for in this Settlement agreement are the sole payments to be made by Defendant
18 to Settlement Class Members and/or Aggrieved Employees in connection with
19 this Settlement Agreement, with the exception of Plaintiff, and that the
20 Settlement Class Members and/or Aggrieved Employees are not entitled to any
21 new or additional compensation or benefits as a result of having received the
22 Individual Settlement Payments and/or their shares of the PAGA Settlement.

23 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
24 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
25 and/or Aggrieved Employees last known mailing address no later than fifteen
26 (15) calendar days after the Funding Date.

27 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
28 Employees shall remain valid and negotiable for one hundred and eighty (180)

1 days from the date of their issuance. If a Settlement Class Member and/or
2 Aggrieved Employee does not cash his or her settlement check within 90 days,
3 the Settlement Administrator will send a letter to such persons, advising that
4 the check will expire after the 180th day, and invite that Settlement Class
5 Member and/or Aggrieved Employee to request reissuance in the event the
6 check was destroyed, lost or misplaced. In the event an Individual Settlement
7 Payment and/or Aggrieved Employee's individual share of the PAGA
8 Settlement check has not been cashed within one hundred and eighty (180)
9 days, the Settlement Administrator shall escheat those checks to the State
10 Controller's Office, Unclaimed Property Division in the name of the absent
11 employee.

- 12 9. Class Representative Service Award. In addition to the Individual Settlement
13 Payment and his individual share of the PAGA Settlement to be paid to
14 Plaintiff, Plaintiff will apply to the Court for an award of not more than
15 \$5,000.00, as the Class Representative Service Award. Defendant does not
16 presently intend to oppose a Class Representative Service Award of not more
17 than \$5,000.00 for Plaintiff. The Settlement Administrator shall pay the Class
18 Representative Service Award, either in the amount stated herein if approved
19 by the Court or some other amount as approved by the Court, to Plaintiff from
20 the Total Settlement Amount no later than fifteen (15) calendar days after the
21 Funding Date. Any portion of the requested Class Representative Service
22 Awards that are not awarded to the Class Representatives shall be part of the
23 Net Settlement Amount and shall be distributed to Settlement Class Members
24 as provided in this Agreement. The Settlement Administrator shall issue an
25 IRS Form 1099 — MISC to Plaintiff for his Class Representative Service
26 Award. Plaintiff shall be solely and legally responsible to pay any and all
27 applicable taxes on his Class Representative Service Award and shall hold
28 harmless the Released Parties from any claim or liability for taxes, penalties,

1 or interest arising as a result of the Class Representative Service Awards. The
2 Class Representative Service Award shall be in addition to Plaintiff's
3 Individual Settlement Payment as a Settlement Class Member. Approval of
4 this Settlement shall not be conditioned on Court approval of the requested
5 amount of the Class Representative Service Award. If the Court reduces or
6 does not approve the requested Class Representative Service Award, Plaintiff
7 shall not have the right to revoke the Settlement, and it will remain binding.

8 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
9 attorneys' fees not to exceed one-third (33.33%) of the Total Settlement
10 Amount currently estimated to be \$158,333.33 plus costs and expenses
11 supported by declaration not to exceed Twenty Thousand Dollars
12 (\$20,000.00), from the Total Settlement Amount will be filed. Any portion of
13 the requested Class Counsel Award that is not awarded to Class Counsel shall
14 be part of the Net Settlement Amount and shall be distributed to Settlement
15 Class Members as provided in this Agreement. The Settlement Administrator
16 shall allocate and pay the Class Counsel Award to Class Counsel from the
17 Total Settlement Amount no later than fifteen (15) calendar days after the
18 Funding Date. Class Counsel shall be solely and legally responsible to pay all
19 applicable taxes on the payment made pursuant to this paragraph. The
20 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
21 Counsel for the payments made pursuant to this paragraph. In the event that
22 the Court reduces or does not approve the requested Class Counsel Award,
23 Plaintiff and Class Counsel shall not have the right to revoke the Settlement,
24 or to appeal such order, and the Settlement will remain binding.

25 11. PAGA Settlement. Twenty Thousand Dollars (\$20,000.00) shall be allocated
26 from the Total Settlement Amount for settlement of claims for civil penalties
27 under the Private Attorneys General Act of 2004 ("PAGA Settlement"). The
28 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA

1 Settlement (\$15,000.00) to the California Labor and Workforce Development
2 Agency no later than fifteen (15) calendar days after the Funding Date
3 (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA
4 Settlement (\$5,000.00) will be distributed to the Aggrieved Employees as
5 described in this Agreement (hereinafter "Aggrieved Employee Payment").
6 For purposes of distributing the PAGA Settlement to the Aggrieved
7 Employees, each Aggrieved Employee shall receive their pro-rata share of the
8 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
9 above.

10 12. Settlement Administration Costs. The Settlement Administrator shall be paid
11 for the costs of administration of the Settlement from the Total Settlement
12 Amount. The estimate of the Settlement Administration Costs is \$20,000.
13 The Settlement Administrator shall be paid the Settlement Administration
14 Costs no later than fifteen (15) calendar days after the Funding Date.

15 M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
16 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
17 twenty-eight (28) days following the expiration of the Response Deadline, which
18 motion shall request final approval of the Settlement and a determination of the
19 amounts payable for the Class Representative Service Award, the Class Counsel
20 Award, the PAGA Settlement, and the Settlement Administration Costs.

21 1. Declaration by Settlement Administrator. No later than seven (7) days after
22 the Response Deadline, the Settlement Administrator shall submit a
23 declaration in support of Plaintiff's motion for final approval of this
24 Settlement detailing the number of Notice Packets mailed and re-mailed to
25 Class Members, the number of undeliverable Notice Packets, the number of
26 timely requests for exclusion, the number of objections received, the amount
27 of the average Individual Settlement Payment and highest Individual
28 Settlement Payment, the Settlement Administration Costs, and any other

1 information as the Parties mutually agree or the Court orders the Settlement
2 Administrator to provide.

3 2. Final Approval Order and Judgment. Class Counsel shall present an Order
4 Granting Final Approval of Class Action Settlement to the Court for its
5 approval, and Judgment thereon, at the time Class Counsel files the Motion
6 for Final Approval. Following the Court's entry of an Order Granting Final
7 Approval of Class Action Settlement, and Judgment thereon, Plaintiff shall
8 provide notice to the California Labor & Workforce Development Agency in
9 accordance with Cal. Lab. Code section 2699(1)(3).

10 N. Defendant's Option to Revoke Settlement. Defendant has the unilateral right to revoke
11 the Settlement and Defendant shall have, in its sole discretion, the option to terminate
12 this Settlement if, after the Response Deadline, the number of Settlement Class
13 Members who submitted timely and valid written requests for exclusion from the
14 Settlement is at least ten percent (10%) of all Settlement Class Members. If Defendant
15 exercises the option to terminate this Settlement, Defendant shall: (a) provide written
16 notice to Class Counsel within five (5) calendar days after (i) providing the Class Data
17 to the Settlement Administrator or (ii) the Settlement Administrator provides
18 information regarding opt outs (which is to occur no later than fourteen (14) calendar
19 days after the Response Deadline, and (b) pay all Settlement Administration Costs
20 incurred up to the date or as a result of the termination; and the Parties shall proceed
21 in all respects as if this Agreement had not been executed

22 O. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
23 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
24 Final Approval, including the Order Granting Final Approval of Class Action
25 Settlement, and Judgment before filing with the Court. The Parties and their counsel
26 will cooperate with each other and use their best efforts to affect the Court's approval
27 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
28 Judgment.

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

1 in future judicial submissions regarding Class Counsel's qualifications and experience.
2 Further, Class Counsel will not include, reference or use the Settlement Agreement for
3 any marketing or promotional purposes, either before or after the Motion for
4 Preliminary Approval is filed.

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

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

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

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

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

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

27 BB. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
28 intend to pursue any claims against the Released Parties, including, but not limited to,

1 any and all claims relating to or arising from Plaintiff's employment with Defendant,
2 regardless of whether Class Counsel is currently aware of any facts or legal theories
3 upon which any claims or causes of action could be brought against Released Parties,
4 including those facts or legal theories alleged in the operative complaint in this Action.
5 The Parties further acknowledge, understand and agree that this representation is
6 essential to the Agreement and that this Agreement would not have been entered into
7 were it not for this representation.

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

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

19 EE. Plaintiff's Individual Settlement. Plaintiff is entering into an individual settlement
20 agreement, which shall provide for an Individual Settlement Payment, and which shall
21 provide for a broad release, including a waiver of Civil Code Section 1542. This
22 release, waiver and discharge of all claims shall include, but will not be limited to, any
23 and all claims arising out of the Action, as well as additional claims described in the
24 Individual Settlement Agreement and claims alleged in DFEH Complaint No. 202105-
25 13577117 dated May 17, 2021. The Individual Settlement Agreement shall be
26 confidential, but may be submitted to the Court for in-camera review for purposes of
27 approval of this Settlement.
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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: May 11, 2022


Sergio Abundis (May 11, 2022 13:24 PDT)
SERGIO ABUNDIS

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

DATED: _____

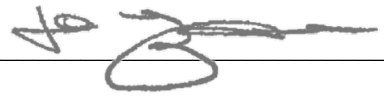
IMAGE 2000, a California Corporation

Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: May 11, 2022

JCL LAW FIRM, A.P.C.
By: 
Attorneys for Plaintiff and the Settlement Class Members

DATED: May 11, 2022

ZAKAY LAW GROUP, APLC
By: 
Attorneys for Plaintiff and the Settlement Class Members

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

DATED: _____

SERGIO ABUNDIS

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

DATED: 5/12/2022

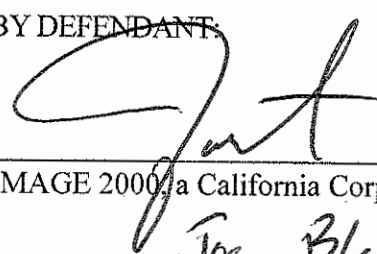


IMAGE 2000, a California Corporation

Joe Blatchford
Printed Name

CEO
Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for Plaintiff and the Settlement Class
Members

DATED: _____

ZAKAY LAW GROUP, APLC

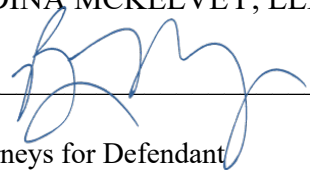
By: _____

Attorneys for Plaintiff and the Settlement Class
Members

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DATED: May 12, 2022

BRANDON R. MCKELVEY
MEDINA MCKELVEY, LLP

By: _____

Attorneys for Defendant

EXHIBIT 3

JEAN-CLAUDE LAPUYADE, ESQ. (SBN 248676)
JCL LAW FIRM, APC
5440 MOREHOUSE DRIVE, SUITE 3600
SAN DIEGO, CA 92121
TEL: 619-599-8292
FAX: 619-599-8291

ZAKAY LAW GROUP, APLC
SHANI O. ZAKAY (SBN 277924)
5440 MOREHOUSE DRIVE, SUITE 3600
SAN DIEGO, CA 92121
TEL: (619) 255-9047

ATTORNEYS FOR PLAINTIFF AND THE PUTATIVE CLASS

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SERGIO ABUNDIS, on behalf of himself
and on behalf of all persons similarly
situated,

PLAINTIFF,

vs.

IMAGE 2000, a California Corporation; and
DOES 1 through 50, Inclusive;

DEFENDANT.

Case No. 21STCV19193

[Action Filed 05/20/2021]

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

Judge: Honorable Yvette M. Palazuelos
Dept.: 9

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
2 between Plaintiff SERGIO ABUNDIS (hereinafter “Plaintiff”), individually and on behalf of the
3 Settlement Class, and in his representative capacity on behalf of the State of California and the
4 Aggrieved Employees, and Defendant IMAGE 2000, a California Corporation (hereinafter
5 “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Abundis v. Image*
8 *2000*, Los Angeles County Superior Court, Case No. 21STCV19193, filed May 20,
9 2021.
- 10 B. “Aggrieved Employees” shall mean all persons who worked for Defendant in
11 California as an hourly paid or non-exempt employee during the PAGA Period.
- 12 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
13 Class Action and Release of Claims.
- 14 D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
15 Shani Zakay of Zakay Law Group, APLC.
- 16 E. “Class Counsel Award” means the award of fees and expenses that the Court
17 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
18 and the Settlement Class in the Action, consisting of attorneys’ fees currently not to
19 exceed one-third (33.33%) of the Total Settlement Amount currently estimated to be
20 \$158,333.33 out of \$475,000.00 plus costs of up to \$20,000.00. Class Counsel’s
21 award for attorneys’ fees will be equally divided between Class Counsel (50% to
22 JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- 23 F. “Class Data” means information regarding Class Members that Defendant will in
24 good faith compile from its records and provide directly to the Settlement
25 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall
26 include: each Class Member’s full name; last known address; Social Security
27 Number; start dates and end dates of employment.

- 1 G. "Class Members" or the "Class" means all persons who worked for Defendant in
2 California as an hourly paid or non-exempt employee during the Class Period.
- 3 H. "Class Period" means the period from May 20, 2017 to January 21, 2022.
- 4 I. "Class Representative Service Award" means the amount that the Court authorizes to
5 be paid to the Class Representative, in addition to his Individual Settlement Payment
6 and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks
7 in assisting with the prosecution of the Action and in exchange for executing a
8 General Release.
- 9 J. "Class Representative" shall mean plaintiff SERGIO ABUNDIS.
- 10 K. "Court" means the Superior Court for the State of California, County of Los Angeles
11 currently presiding over the Action.
- 12 L. "Defendant" shall mean IMAGE 2000, a California Corporation.
- 13 M. "Effective Date" means the earliest date, following entry by the Court of an order
14 and judgment finally approving this Settlement, upon which one of the following have
15 occurred: (i) if no objection is filed to the settlement and no objector appears at the
16 hearing on final approval, the date of the Court's entry of the order granting final
17 approval, (ii) if an objection is filed to the settlement, or an objector appears at the
18 hearing on final approval, then the later of the following: (a) the expiration of all
19 potential appeal periods without a filing of a notice of appeal of the final approval
20 order or judgment; (b) final affirmance of the final approval order and judgment by
21 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
22 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
23 the final approval order and judgment is no longer subject to further judicial review.
- 24 N. "Funding Date" shall mean thirty (30) calendar days after the Effective Date and is
25 the date Defendant transfers the Total Settlement Amount into the QSF in accord with
26 the terms of this Agreement.
- 27
28

- 1 O. "Individual Settlement Payment" means the amount payable from the Net Settlement
2 Amount to each Settlement Class Member and excludes any amounts distributed to
3 Aggrieved Employees pursuant to PAGA.
- 4 P. "Net Settlement Amount" or "NSA" means the Total Settlement Amount, less Class
5 Counsel Award, Class Representative Service Award, PAGA Settlement, and
6 Settlement Administration Costs.
- 7 Q. "Notice Packet" means the Class Notice to be provided to the Class Members by the
8 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
9 than formatting changes to facilitate printing by the Settlement Administrator).
- 10 R. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
11 Labor Code § 2698 *et seq.*
- 12 S. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
13 for each Aggrieved Employee divided by the sum total of the pay periods for all
14 Aggrieved Employees during the PAGA Period.
- 15 T. "PAGA Period" means the period of February 8, 2020 to January 21, 2022.
- 16 U. "PAGA Settlement" shall mean Twenty Thousand Dollars (\$20,000) to be allocated
17 from the Total Settlement Amount.
- 18 V. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
19 Plaintiff or Defendant, individually.
- 20 W. "Payment Ratio" means the respective Workweeks for each Class Member divided by
21 the sum total Workweeks for all Class Members.
- 22 X. "Plaintiff" shall mean SERGIO ABUNDIS.
- 23 Y. "QSF" means the Qualified Settlement Fund established, designated and maintained
24 by the Settlement Administrator to fund the Total Settlement Amount.
- 25 Z. "Released Class Claims" means any and all claims asserted in the operative class
26 complaint and all claims that could have been asserted in the operative complaint
27 based on the same operative facts alleged in the operative complaint, including state
28 wage and hour claims for any and all violation of California's Labor code and Unfair

1 Competition law based on Defendant's failure to pay all wages due (including
2 minimum wages, straight time wages, and overtime wages), failure to provide
3 compliant meal periods, failure to authorize and permit compliant rest periods, failure
4 to provide accurate and itemized wage statements, failure to timely pay all wages due
5 at the time of termination, failure to reimburse employees for all business-related
6 expenses, violations of the Business and Professions Code section 17200 predicated
7 on the Labor Code violations alleged in the operative complaint, and all damages,
8 interest, penalties, attorneys' fees, costs, and other amounts recoverable under said
9 causes of action under California law, to the extent permissible, and expressly
10 excluding all other claims, including claims for vested benefits, wrongful termination,
11 unemployment insurance, disability, social security, workers' compensation, and
12 claims outside the Class Period.

13 AA. "Released PAGA Claims" means any and all claims for PAGA penalties alleged in
14 the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred
15 during the PAGA Period, and expressly excluding all other claims, including claims
16 for vested benefits, wrongful termination, unemployment insurance, disability, social
17 security, workers' compensation, and claims outside the PAGA Period.

18 BB. "Released Parties" shall mean Defendant, including its parent corporation, affiliates,
19 subsidiaries, divisions, predecessors, insurers, professional employer organization or
20 PEO, successors, and assigns, and their current and former employees, attorneys,
21 officers, directors, and agents thereof, both individually and in their business
22 capacities, and their employee benefit plans and programs and the trustees,
23 administrators, fiduciaries, and insurers of such plans and programs (collectively, the
24 "Released Parties").

25 CC. "Response Deadline" means the date forty-five (45) days after the Settlement
26 Administrator mails Notice Packets to Class Members and the last date on which
27 Class Members may submit requests for exclusion or objections to the Settlement.

28 DD. "Settlement" means the disposition of the Action pursuant to this Agreement.

1 EE. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
2 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
3 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
4 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
5 of the Total Settlement Amount is deposited for the purpose of resolving the claims
6 of Settlement Class Members. The Settlement Administrator shall maintain the funds
7 until distribution in an account(s) segregated from the assets of Defendant and any
8 person related to Defendant. ***All accrued interest generated in the QSF account shall***
9 ***be paid and distributed to the Settlement Class Members as part of their respective***
10 ***Individual Settlement Payment.*** Defendant will not be required to pay an additional
11 funds associated with residue and the interest (as mentioned above) is the interest
12 earned in the account established by the Settlement Administrator.

13 FF. "Settlement Class Members" or "Settlement Class" means all Class Members who
14 have not submitted a timely and valid request for exclusion as provided in this
15 Agreement.

16 GG. "Total Settlement Amount" means Four Hundred Seventy-Five Thousand Dollars
17 (\$475,000.00) that Defendant must pay into the QSF in connection with this
18 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
19 Representative Service Awards, the Class Counsel Award, PAGA Settlement and the
20 Settlement Administration Costs and ***exclusive*** of the employer's share of payroll tax,
21 if any, triggered by any payment under this Settlement.

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

25 **II. RECITALS**

26 A. On February 8, 2021, Plaintiff Abundis filed a Notice of Violations with the Labor
27 and Workforce Development Agency (LWDA) and served the same on Defendant.

28 B. On May 20, 2021, Plaintiff Abundis filed the class action lawsuit for:

1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
2. Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 & 1197.1;
3. Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*;
4. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
5. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;
6. Failure to reimburse employees for required expenses in violation of Cal. Lab. Code section 2802;
7. Failure to provide accurate itemized wage statements in violation of California Labor Code sections 226 and 226.2;
8. Failure to provide wages when due in violation of Cal. Lab. Code sections 201, 202 and 203;
9. Unpaid sick pay and failure to provide paid sick leave balance in violation of Cal. Lab. Code sections 246, *et seq*;
10. Retaliation in violation of Cal. Lab. Code section 1102.5;
11. Wrongful termination in violation of public policy; and
12. Violation of the Private Attorneys General Act [Labor Code section 2698, *et seq.*].

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

D. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class

Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times they complied with the California Labor Code and the Industrial Wage Commission Orders.

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

F. On November 19, 2021, the Parties participated in mediation presided over by Hon. Brian C. Walsh (Ret.), a respected jurist and mediator. The mediation concluded with a settlement based on Judge Walsh's mediator proposal. The agreement was memorialized in the form of a Memorandum of Understanding.

G. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by

1 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
2 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
3 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
4 have merit.

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

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

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

16 **III. TERMS OF AGREEMENT**

17 A. Settlement Consideration and Settlement Payments by Defendant.

18 1. Settlement Consideration. In full and complete settlement of the Action, and
19 in exchange for the releases set forth below, Defendant and the Released
20 Parties will pay the sum of the Individual Settlement Payment, the Class
21 Representative Service Award, the Class Counsel Award, PAGA Settlement,
22 and the Settlement Administration Costs, as specified in this Agreement, equal
23 to the Total Settlement Amount of Four Hundred Seventy-Five Thousand
24 Dollars (\$475,000.00). The Parties agree that this is a non-reversionary
25 Settlement and that no portion of the Total Settlement Amount shall revert to
26 Defendant. Other than the Defendant's share of employer payroll taxes, or as
27 otherwise specified in the Agreement, Defendant shall not be required to pay
28 more than the Total Settlement Amount, except as provided for hereinbelow.

- 1 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
2 Class was comprised of 184 individuals who collectively worked
3 approximately 19,500 workweeks (“Projected Workweeks”) between May
4 20, 2017, through August 31, 2021. In regard hereto, Defendant will provide
5 details on the number of applicable Class Members and dates of employment
6 during the applicable Class Period such that the Settlement Administrator can
7 calculate and confirm the total number of workweeks. If the number of
8 workweeks estimated between May 20, 2017 and August 31, 2021, increases
9 by more than 10% of the estimate stated herein, the Settlement Amount will
10 increase proportionally for the number of workweeks over 110% of 19,500
11 (or over 21,450).
- 12 3. Settlement Payment. Defendant shall pay, via wire transfer, the Total
13 Settlement Amount to the Settlement Administrator on the Funding Date.
- 14 4. Defendant’s Share of Payroll Taxes. Defendant’s share of employer side
15 payroll taxes is in addition to the Total Settlement Amount and shall be paid
16 together with the Total Settlement Amount.
- 17 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
18 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
19 release the Released Parties from the Released Class Claims for the Class Period.
- 20 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
21 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
22 California release the Released Parties from the PAGA Released Claims for the PAGA
23 Period. As a result of this release, the Aggrieved Employees shall be precluded from
24 bringing claims against Defendant for the PAGA Release Claims.
- 25 D. Conditions Precedent: This Settlement will become final and effective only upon the
26 occurrence of all of the following events:
- 27 1. The Court enters an order granting preliminary approval of the Settlement;
- 28

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

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

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

1 F. Certification of the Settlement Class. The Parties stipulate to conditional class
2 certification of the Class for the Class Period for purposes of settlement only. In the
3 event that this Settlement is not approved by the Court, fails to become effective, or is
4 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
5 Defendant from obtaining a complete resolution of the Released Claims, the
6 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
7 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
8 proceeding for any purpose or with respect to any issue, substantive or procedural.

9 G. Tax Liability. The Parties make no representations as to the tax treatment or legal
10 effect of the payments called for, and Class Members and/or Aggrieved Employees
11 are not relying on any statement or representation by the Parties in this regard. Class
12 Members and/or Aggrieved Employees understand and agree that they will be
13 responsible for the payment of any taxes and penalties assessed on the Individual
14 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
15 Settlement described and will be solely responsible for any penalties or other
16 obligations resulting from their personal tax reporting of Individual Settlement
17 Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.

18 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
19 the "acknowledging party" and each Party to this Agreement other than the
20 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
21 of this Agreement, and no written communication or disclosure between or among the
22 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
23 such communication or disclosure constitute or be construed or be relied upon as, tax
24 advice within the meaning of United States Treasury Department circular 230 (31 CFR
25 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
26 her or its own, independent legal and tax counsel for advice (including tax advice) in
27 connection with this Agreement, (b) has not entered into this Agreement based upon
28 the recommendation of any other Party or any attorney or advisor to any other Party,

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

8 I. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
9 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
10 which shall include this Settlement Agreement. Plaintiff will provide Defendant with
11 a draft of the Motion at least 3 business days prior to the filing of the Motion to give
12 Defendant an opportunity to propose changes or additions to the Motion.

13 J. Settlement Administrator. The Settlement Administrator shall be responsible for:
14 establishing and administering the QSF; calculating, processing and mailing payments
15 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
16 mailing the Notice Packets to the Class Members as directed by the Court; receiving
17 and reporting the objections and requests for exclusion; calculating, deducting and
18 remitting all legally required taxes from Individual Settlement Payments and
19 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
20 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
21 Settlement; processing and mailing tax payments to the appropriate state and federal
22 taxing authorities; providing declaration(s) as necessary in support of preliminary
23 and/or final approval of this Settlement; and other tasks as the Parties mutually agree
24 or the Court orders the Settlement Administrator to perform. The Settlement
25 Administrator shall keep the Parties timely apprised of the performance of all
26 Settlement Administrator responsibilities by among other things, sending a weekly
27 status report to the Parties' counsel stating the date of the mailing, the of number of
28

1 Elections Not to Participate in Settlement it receives (including the numbers of valid
2 and deficient), and number of objections received.

3 K. Notice Procedure.

4 1. Class Data. No later than twenty-one (21) days after the Preliminary Approval
5 Date, Defendant shall provide the Settlement Administrator, subject to a
6 protective order governing confidential information entered by the Court, with
7 the Class Data for purposes of preparing and mailing Notice Packets to the
8 Class Members.

9 2. Notice Packets.

10 a) The Notice Packet shall contain the Notice of Class Action Settlement
11 in a form substantially similar to the form attached as Exhibit A. The
12 Notice of Class Action Settlement shall inform Class Members and
13 Aggrieved Employees that they need not do anything in order to
14 receive an Individual Settlement Payment and/or Aggrieved
15 Employees' individual shares of the PAGA Settlement and to keep the
16 Settlement Administrator apprised of their current mailing address, to
17 which the Individual Settlement Payments and/or Aggrieved
18 Employees' individual shares of the PAGA Settlement will be mailed
19 following the Funding Date. The Notice of Class Action Settlement
20 shall set forth the release to be given by all members of the Class who
21 do not request to be excluded from the Settlement Class and/or
22 Aggrieved Employees' in exchange for an Individual Settlement
23 Payment and/or Aggrieved Employees' individual shares of the PAGA
24 Settlement, the number of Workweeks worked by each Class Member
25 during the Class Period and PAGA Period, if any, and the estimated
26 amount of their Individual Settlement Payment if they do not request
27 to be excluded from the Settlement and each Aggrieved Employee's
28 share of the PAGA Settlement, if any. The Settlement Administrator

1 shall use the Class Data to determine Class Members' Workweeks and
2 PAGA Workweeks. The Notice will also advise the Aggrieved
3 Employees that they will release the Released PAGA Claims and will
4 receive their share of the PAGA Settlement regardless of whether they
5 request to be excluded from the Settlement.

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

12 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
13 the Settlement Administrator will perform a search based on the National
14 Change of Address Database to update and correct any known or identifiable
15 address changes. No later than fourteen (14) calendar days after receiving the
16 Class Data from Defendant, the Settlement Administrator shall mail and email
17 copies of the Notice Packet to all Class Members via regular First-Class U.S.
18 Mail and electronic mail. The Settlement Administrator shall exercise its best
19 judgment to determine the current mailing address for each Class Member.
20 The address identified by the Settlement Administrator as the current mailing
21 address shall be presumed to be the best mailing address for each Class
22 Member.

23 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
24 Administrator as non-delivered on or before the Response Deadline shall be
25 re-mailed to any forwarding address provided. If no forwarding address is
26 provided, the Settlement Administrator shall promptly attempt to determine a
27 correct address by lawful use of skip-tracing, or other search using the name,
28 address and/or Social Security number of the Class Member involved, and

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

11 5. Disputes Regarding Individual Settlement Payments. Class Members will
12 have the opportunity, should they disagree with Defendant's records regarding
13 the start and end dates of employment to provide documentation and/or an
14 explanation to show contrary dates. If there is a dispute, the Settlement
15 Administrator will consult with the Parties to determine whether an
16 adjustment is warranted. The Settlement Administrator shall determine the
17 eligibility for, and the amounts of, any Individual Settlement Payments under
18 the terms of this Agreement. The Settlement Administrator's determination
19 of the eligibility for and amount of any Individual Settlement Payment shall
20 be binding upon the Class Member and the Parties, except as provided
21 hereinbelow in Paragraph 6.

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

1 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
2 Packet shall state that Class Members who wish to exclude themselves from
3 the Settlement must submit a written request for exclusion by the Response
4 Deadline. The written request for exclusion must state that the Class Member
5 wishes to exclude himself or herself from the Settlement and (1) must contain
6 the name, address, and the last four digits of the Social Security number of the
7 person requesting exclusion; (2) must be signed by the Class Member; (3)
8 must be postmarked or fax stamped by the Response Deadline and returned to
9 the Settlement Administrator at the specified address or fax telephone number;
10 and (4) contain a typewritten or handwritten notice stating in substance: "I
11 wish to opt out of the settlement of the class action lawsuit entitled *Abundis*
12 *v. Image 2000, Los Angeles County Superior Court, Case No. 21STCV19193.*
13 I understand that by requesting to be excluded from the settlement, I will
14 receive no money from the Settlement described in this Notice." The request
15 for exclusion will not be valid if it is not timely submitted, if it is not signed
16 by the Class Member, or if it does not contain the name and address and last
17 four digits of the Social Security number of the Class Member. The date of
18 the postmark on the mailing envelope or fax stamp on the request for exclusion
19 shall be the exclusive means used to determine whether the request for
20 exclusion was timely submitted. Any Class Member who requests to be
21 excluded from the Settlement Class will not be entitled to an Individual
22 Settlement Payment and will not be otherwise bound by the terms of the
23 Settlement or have any right to object, appeal or comment thereon. However,
24 any Class Member that submits a timely request for exclusion that is also an
25 Aggrieved Employee will still receive his/her pro rata share of the PAGA
26 Settlement, as specified below, and in consideration, will be bound by the
27 Release by the Aggrieved Employees as set forth herein. Settlement Class
28 Members who fail to submit a valid and timely written request for exclusion

1 on or before the Response Deadline shall be bound by all terms of the
2 Settlement and any final judgment entered in this Action if the Settlement is
3 approved by the Court. No later than fourteen (14) calendar days after the
4 Response Deadline, the Settlement Administrator shall provide counsel for
5 the Parties with a final list of the Class Members who have timely submitted
6 written requests for exclusion. At no time shall any of the Parties or their
7 counsel seek to solicit or otherwise encourage members of the Class to submit
8 requests for exclusion from the Settlement.

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

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

3 L. Funding and Allocation of the Total Settlement Amount. Defendant is required to pay
4 the Total Settlement Amount on or before the Funding Date, plus any employer's share
5 of payroll taxes as mandated by law within the time specified herein.

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

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

- 1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated as follows: 33% wages (“Wage
3 Portion”); 67% as penalties and interest (“Non-Wage Portion”).
- 4 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
5 Employee Settlement Payments shall be allocated and treated as 100%
6 penalties and shall be reported on IRS Form 1099.
- 7 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
8 individual shares of the PAGA Settlement made to Settlement Class Members
9 and/or Aggrieved Employees under this Settlement Agreement, as well as any
10 other payments made pursuant to this Settlement Agreement, will not be
11 utilized to calculate any additional benefits under any benefit plans to which
12 any Class Members may be eligible, including, but not limited to profit-
13 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
14 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
15 Parties’ intention that this Settlement Agreement will not affect any rights,
16 contributions, or amounts to which any Class Members may be entitled under
17 any benefit plans.
- 18 6. All monies received by Settlement Class Members under the Settlement which
19 are attributable to wages shall constitute income to such Settlement Class
20 Members solely in the year in which such monies actually are received by the
21 Settlement Class Members. It is the intent of the Parties that Individual
22 Settlement Payments and individual shares of the PAGA Settlement provided
23 for in this Settlement agreement are the sole payments to be made by Defendant
24 to Settlement Class Members and/or Aggrieved Employees in connection with
25 this Settlement Agreement, with the exception of Plaintiff, and that the
26 Settlement Class Members and/or Aggrieved Employees are not entitled to any
27 new or additional compensation or benefits as a result of having received the
28 Individual Settlement Payments and/or their shares of the PAGA Settlement.

- 1 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
2 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members’
3 and/or Aggrieved Employees last known mailing address no later than fifteen
4 (15) calendar days after the Funding Date.
- 5 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
6 Employees shall remain valid and negotiable for one hundred and eighty (180)
7 days from the date of their issuance. If a Settlement Class Member and/or
8 Aggrieved Employee does not cash his or her settlement check within 90 days,
9 the Settlement Administrator will send a letter to such persons, advising that
10 the check will expire after the 180th day, and invite that Settlement Class
11 Member and/or Aggrieved Employee to request reissuance in the event the
12 check was destroyed, lost or misplaced. In the event an Individual Settlement
13 Payment and/or Aggrieved Employee’s individual share of the PAGA
14 Settlement check has not been cashed within one hundred and eighty (180)
15 days, the Settlement Administrator shall escheat those checks to the State
16 Controller’s Office, Unclaimed Property Division in the name of the absent
17 employee.
- 18 9. Class Representative Service Award. In addition to the Individual Settlement
19 Payment and his individual share of the PAGA Settlement to be paid to
20 Plaintiff, Plaintiff will apply to the Court for an award of not more than
21 \$5,000.00, as the Class Representative Service Award. Defendant does not
22 presently intend to oppose a Class Representative Service Award of not more
23 than \$5,000.00 for Plaintiff. The Settlement Administrator shall pay the Class
24 Representative Service Award, either in the amount stated herein if approved
25 by the Court or some other amount as approved by the Court, to Plaintiff from
26 the Total Settlement Amount no later than ten (10) calendar days after the
27 Funding Date. Any portion of the requested Class Representative Service
28 Awards that are not awarded to the Class Representatives shall be part of the

1 Net Settlement Amount and shall be distributed to Settlement Class Members
2 as provided in this Agreement. The Settlement Administrator shall issue an
3 IRS Form 1099 — MISC to Plaintiff for his Class Representative Service
4 Award. Plaintiff shall be solely and legally responsible to pay any and all
5 applicable taxes on his Class Representative Service Award and shall hold
6 harmless the Released Parties from any claim or liability for taxes, penalties,
7 or interest arising as a result of the Class Representative Service Awards. The
8 Class Representative Service Award shall be in addition to Plaintiff's
9 Individual Settlement Payment as a Settlement Class Member. Approval of
10 this Settlement shall not be conditioned on Court approval of the requested
11 amount of the Class Representative Service Award. If the Court reduces or
12 does not approve the requested Class Representative Service Award, Plaintiff
13 shall not have the right to revoke the Settlement, and it will remain binding.

14 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
15 attorneys' fees not to exceed one-third (33.33%) of the Total Settlement
16 Amount currently estimated to be \$158,333.33 plus costs and expenses
17 supported by declaration not to exceed Twenty Thousand Dollars
18 (\$20,000.00), from the Total Settlement Amount will be filed. Any portion of
19 the requested Class Counsel Award that is not awarded to Class Counsel shall
20 be part of the Net Settlement Amount and shall be distributed to Settlement
21 Class Members as provided in this Agreement. The Settlement Administrator
22 shall allocate and pay the Class Counsel Award to Class Counsel from the
23 Total Settlement Amount no later than five (5) calendar days after the Funding
24 Date. Class Counsel shall be solely and legally responsible to pay all
25 applicable taxes on the payment made pursuant to this paragraph. The
26 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
27 Counsel for the payments made pursuant to this paragraph. In the event that
28 the Court reduces or does not approve the requested Class Counsel Award,

1 Plaintiff and Class Counsel shall not have the right to revoke the Settlement,
2 or to appeal such order, and the Settlement will remain binding.

3 11. PAGA Settlement. Twenty Thousand Dollars (\$20,000.00) shall be allocated
4 from the Total Settlement Amount for settlement of claims for civil penalties
5 under the Private Attorneys General Act of 2004 ("PAGA Settlement"). The
6 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
7 Settlement (\$15,000.00) to the California Labor and Workforce Development
8 Agency no later than twenty-five (25) calendar days after the Funding Date
9 (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA
10 Settlement (\$5,000.00) will be distributed to the Aggrieved Employees as
11 described in this Agreement (hereinafter "Aggrieved Employee Payment").
12 For purposes of distributing the PAGA Settlement to the Aggrieved
13 Employees, each Aggrieved Employee shall receive their pro-rata share of the
14 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
15 above.

16 12. Settlement Administration Costs. The Settlement Administrator shall be paid
17 for the costs of administration of the Settlement from the Total Settlement
18 Amount. The estimate of the Settlement Administration Costs is \$20,000.
19 The Settlement Administrator shall be paid the Settlement Administration
20 Costs no later than twenty-five (25) calendar days after the Funding Date.

21 M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
22 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
23 twenty-eight (28) days following the expiration of the Response Deadline, which
24 motion shall request final approval of the Settlement and a determination of the
25 amounts payable for the Class Representative Service Award, the Class Counsel
26 Award, the PAGA Settlement, and the Settlement Administration Costs.

27 1. Declaration by Settlement Administrator. No later than seven (7) days after
28 the Response Deadline, the Settlement Administrator shall submit a

1 declaration in support of Plaintiff's motion for final approval of this
2 Settlement detailing the number of Notice Packets mailed and re-mailed to
3 Class Members, the number of undeliverable Notice Packets, the number of
4 timely requests for exclusion, the number of objections received, the amount
5 of the average Individual Settlement Payment and highest Individual
6 Settlement Payment, the Settlement Administration Costs, and any other
7 information as the Parties mutually agree or the Court orders the Settlement
8 Administrator to provide.

9 2. Final Approval Order and Judgment. Class Counsel shall present an Order
10 Granting Final Approval of Class Action Settlement to the Court for its
11 approval, and Judgment thereon, at the time Class Counsel files the Motion
12 for Final Approval. Following the Court's entry of an Order Granting Final
13 Approval of Class Action Settlement, and Judgment thereon, Plaintiff shall
14 provide notice to the California Labor & Workforce Development Agency in
15 accordance with Cal. Lab. Code section 2699(1)(3).

16 N. Defendant's Option to Revoke Settlement. Defendant has the unilateral right to revoke
17 the Settlement and Defendant shall have, in its sole discretion, the option to terminate
18 this Settlement if, after the Response Deadline, the number of Settlement Class
19 Members who submitted timely and valid written requests for exclusion from the
20 Settlement is at least ten percent (10%) of all Settlement Class Members. If Defendant
21 exercises the option to terminate this Settlement, Defendant shall: (a) provide written
22 notice to Class Counsel within five (5) calendar days after (i) providing the Class Data
23 to the Settlement Administrator or (ii) the Settlement Administrator provides
24 information regarding opt outs (which is to occur no later than fourteen (14) calendar
25 days after the Response Deadline, and (b) pay all Settlement Administration Costs
26 incurred up to the date or as a result of the termination; and the Parties shall proceed
27 in all respects as if this Agreement had not been executed
28

- 1 O. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
2 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
3 Final Approval, including the Order Granting Final Approval of Class Action
4 Settlement, and Judgment before filing with the Court. The Parties and their counsel
5 will cooperate with each other and use their best efforts to affect the Court's approval
6 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
7 Judgment.
- 8 P. Cooperation. The Parties and their counsel will cooperate with each other and use
9 their best efforts to implement the Settlement.
- 10 Q. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
11 except such proceedings necessary to implement and complete the Settlement, pending
12 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
- 13 R. Amendment or Modification. This Agreement may be amended or modified only by
14 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 15 S. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
16 Agreement among these Parties, and no oral or written representations, warranties or
17 inducements have been made to any Party concerning this Agreement or its Exhibit
18 other than the representations, warranties and covenants contained and memorialized
19 in this Agreement and its Exhibit, and except as provided in the separate independent
20 individual settlement agreement between Plaintiff and Defendant.
- 21 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
22 represent they are expressly authorized by the Parties whom they represent to negotiate
23 this Agreement and to take all appropriate Action required or permitted to be taken by
24 such Parties pursuant to this Agreement to effectuate its terms, and to execute any
25 other documents required to effectuate the terms of this Agreement. The persons
26 signing this Agreement on behalf of Defendant represents and warrants that he/she is
27 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
28

warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

U. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement Agreement. Class Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Class Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Class Counsel's qualifications and experience. Further, Class Counsel will not include, reference or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Preliminary Approval is filed.

V. 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.

W. 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.

X. 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.

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

Z. 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

1 interpreting, implementing and enforcing the settlement and all orders and judgments
2 entered in connection with this Agreement.

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

7 BB. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
8 intend to pursue any claims against the Released Parties, including, but not limited to,
9 any and all claims relating to or arising from Plaintiff's employment with Defendant,
10 regardless of whether Class Counsel is currently aware of any facts or legal theories
11 upon which any claims or causes of action could be brought against Released Parties,
12 including those facts or legal theories alleged in the operative complaint in this Action.
13 The Parties further acknowledge, understand and agree that this representation is
14 essential to the Agreement and that this Agreement would not have been entered into
15 were it not for this representation.

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

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

27 EE. Plaintiff's Individual Settlement. Plaintiff is entering into an individual settlement
28 agreement, which shall provide for an Individual Settlement Payment, and which shall

provide for a broad release, including a waiver of Civil Code Section 1542. This release, waiver and discharge of all claims shall include, but will not be limited to, any and all claims arising out of the Action, as well as additional claims described in the Individual Settlement Agreement and claims alleged in DFEH Complaint No. 202105-13577117 dated May 17, 2021. The Individual Settlement Agreement shall be confidential, but may be submitted to the Court for in-camera review for purposes of approval of this Settlement.

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

DATED: 1/18/2022

DocuSigned by:
Sergio Abundis
SERGIO ABUNDIS 54076B3BA2CD4F8...

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

DATED: 1/31/2022

IMAGE 2000, a California Corporation

Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 1/18/2022

JCL LAW FIRM, A.P.C.

By:

DocuSigned by:

Jean-Claude Lapuyade

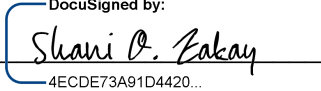
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Attorneys for Plaintiff and the Settlement Class Members

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DATED: 1/18/2022

ZAKAY LAW GROUP, APLC

By: 
DocuSigned by:
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Attorneys for Plaintiff and the Settlement Class
Members

DATED: 1/31/2022

BRANDON R. MCKELVEY
MEDINA MCKELVEY, LLP

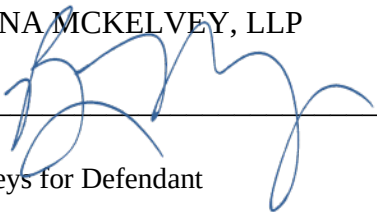
By: 
Attorneys for Defendant

EXHIBIT 4

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

FINAL RULINGS/ORDERS RE: MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

AUG 17 2022

By: Roxanne Arraiga, Deputy
Clerk of Court

Abundis v. Image 2000, et al., Case No.: 21STCV19193

The Parties' Motion for Preliminary Approval of Class Action Settlement is **GRANTED** as the settlement is fair, adequate, and reasonable.

The essential terms are:

A. The Gross Settlement Amount ("GSA") is \$475,000. Escalator: At the time of mediation, Defendant estimated that the Settlement Class was comprised of 184 individuals who collectively worked approximately 19,500 workweeks ("Projected Workweeks") between May 20, 2017, through August 31, 2021. In regard hereto, Defendant will provide details on the number of applicable Class Members and dates of employment during the applicable Class Period such that the Settlement Administrator can calculate and confirm the total number of workweeks. If the number of workweeks estimated between May 20, 2017 and August 31, 2021, increases by more than 10% of the estimate stated herein, the Settlement Amount will increase proportionally for the number of workweeks over 110% of 19,500 (or over 21,450). (§III.A.2.)

B. The Net Settlement Amount ("Net") \$260,416.67 is the GSA minus the following:

Up to \$158,333.33 (1/3) for attorney fees [Fee Split: Class Counsel's award for attorneys' fees will be equally divided between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC)];

Up to \$20,000 for litigation costs;

Up to \$5,000 for Incentive Award to the class representative;

Up to \$20,000 for settlement administration costs;

\$11,250 (75% of the \$15,000 PAGA penalty) to the LWDA.

C. Defendant's must pay payroll taxes separately and in addition to the GSA.

D. Plaintiffs release of Defendants from claims described herein.

The Parties' Motion for Final Approval of Class Action Settlement must be filed by March 1, 2023. The parties are ordered to contact the Clerk in Department 9 to obtain a hearing date for their motion.

The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged [Proposed] Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out; and the parties must email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org.

Non-Appearence Case Review is set for March 8, 2023, 8:30 a.m., Department 9.

I.
BACKGROUND

On May 20, 2021, Plaintiff filed a class action complaint for: (1) Unfair Competition in Violation of Bus. and Prof. Code §§ 17200; (2) failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code sections 510 et seq.; (4) failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512; (5) failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512; (6) failure to reimburse employees for required business expenses in violation of California Labor Code section 2802; (7) failure to provide accurate itemized wage statements in violation of California Labor Code sections 226 and 226.2; (8) failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; (9) unpaid sick pay and failure to provide paid sick leave balance in violation of California Labor Code section 246; (10) retaliation in violation of California Labor Code section 1102.5; (11) wrongful termination in violation of public policy; and (12) violations of the Private Attorneys General Act ("PAGA").

Counsel represents that in October 2020, Class Counsel began its pre-filing investigation into Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced nearly 100 pages of documents related to his employment for Defendant, including portions of Defendant's handbooks, compensation policies and time and payroll records.

At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further inquiry.

Class Counsel subsequently requested Plaintiff's employee file from Defendant. In response, Defendant produced hundreds of pages of documents, including but not limited to, copies of Plaintiff's hiring documents, payroll and time records, performance reviews, and separation documents. Class Counsel reviewed and analyzed the documents and determined the documents substantiated Plaintiff's claim that Defendant failed to, among other things, provide compliant meal and rest periods. Shortly thereafter, Class Counsel summarized the known factual and legal issues in the PAGA Notice addressed to the LWDA. Several weeks later, Class Counsel filed this class action.

Prior to serving any written discovery, the Parties agreed to mediate the action. To prepare for mediation, Class Counsel requested several documents and data points to further evaluate Plaintiff's claims and Defendant's liability exposure to the Settlement Class members. In response, Defendant produced the time and payroll records for approximately 20% of the Settlement Class members, aggregate workweek and pay period data for 100% of the Settlement Class, and copies of applicable handbooks containing, inter alia, compensation, timekeeping, and meal and rest period policies. In total, Defendant produced approximately 265 pages containing nearly 41,000 unique cells of time and payroll data for Class Counsel to analyze.

Class Counsel then retained the statisticians and economists at Berger Consulting Group ("BCG"), to evaluate the Settlement Class Members' payroll and time data, and from that counsel created a damages model that guided counsel during mediated settlement discussions.

On November 19, 2021, the Parties conducted a full day of mediation with Brian C. Walsh. At the conclusion of the mediation, Judge Walsh issued a proposal for settlement that the Parties accepted. The complete and final terms of the Parties' settlement were set forth in the Settlement Agreement, a fully executed copy of which was attached to the Declaration of Jean-Claude Lapuyade ("Lapuyade Decl.") as Exhibit 1.

On March 3, 2022, the Court issued a checklist of items for counsel to address. In response on May 13, 2022, counsel filed an Amended Settlement Agreement, a fully executed copy of which is attached to the amended Supplemental Declaration of Jean-Claude Lapuyade ("Lapuyade Supp. Decl.") as Exhibit A.

On June 1, 2022, the Court issued another checklist of items for counsel to address. In response, on July 27, 2022, counsel filed a Second Amended Settlement Agreement, a fully executed copy of which is attached to the Supplemental Declaration of Shani O. Zakay ("Zakay Supp. Decl.") as Exhibit A.

Now before the Court is Plaintiff's motion for preliminary approval of the settlement agreement.

II. SETTLEMENT AGREEMENT

A. Definitions

"Class Members" or the "Class": all persons who worked for Defendant in California as an hourly paid or non-exempt employee during the Class Period. (Amended Settlement Agreement, ¶I.G.)

Class Period": May 20, 2017 to January 21, 2022. (¶I.H.)

"Aggrieved Employees": all persons who worked for Defendant in California as an hourly paid or non-exempt employee during the PAGA Period. (¶I.B.)

"PAGA Period": February 8, 2020 to January 21, 2022. (¶I.T.)

There are over 184 class members. (Lapuyade Decl., ¶48.)

The Parties stipulate to class certification for settlement purposes only. (¶III.F.)

B. Terms of Settlement Agreement

The essential terms are as follows:

- The Total Settlement Amount is \$475,000, non-reversionary. (¶III.A.1.)
 - o Escalator: At the time of mediation, Defendant estimated that the Settlement Class was comprised of 184 individuals who collectively worked approximately 19,500 workweeks ("Projected Workweeks") between May 20, 2017, through August 31, 2021. In regard hereto, Defendant will provide details on the number of applicable Class Members and dates of employment during the applicable Class Period such that the Settlement Administrator

can calculate and confirm the total number of workweeks. If the number of workweeks estimated between May 20, 2017 and August 31, 2021, increases by more than 10% of the estimate stated herein, the Settlement Amount will increase proportionally for the number of workweeks over 110% of 19,500 (or over 21,450). (§III.A.2.)

- The Net Settlement Amount (\$266,666.67) is the Total Settlement Amount minus the following:

- Up to \$158,333.33 (1/3) for attorney fees (§III.L.10);

- Fee Split: Class Counsel's award for attorneys' fees will be equally divided between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC). (§I.E.)

- Up to \$20,000 for litigation costs (Ibid.)

- Up to \$5,000 for a service awards (§III.L.9);

- Up to \$20,000 for class administration (§III.L.12); and

- \$5,000 (75% of \$15,000 PAGA penalty) to the LWDA (§III.L.11).¹

- All Employer Taxes shall be paid by Defendants separate and apart from the above Total Settlement Amount. (§III.A.4.)

- There is no claims process. (§III.L.1.)

- "Response Deadline" means the date 45 days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement. (§I.CC.) The Response Deadline also applies to workweek disputes. (§III.K.5.) Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended 15 days from the original Response Deadline. (§III.K.4.)

- Defendant has the unilateral right to revoke the Settlement and Defendant shall have, in its sole discretion, the option to terminate this Settlement if, after the Response Deadline, the number of Settlement Class Members who submitted timely and valid written requests for exclusion from the Settlement is at least 10% of all Settlement Class Members. (§III.N.)

- Individual Settlement Payments: Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments.

¹ This is erroneous as \$11,250 is 75% of the \$15,000 PAGA penalty to be paid to the LWDA.

Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios. (§III.L.1.)

- o Individual Payments to the Aggrieved Employees: Using the Class 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 Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee's estimated share of the PAGA Settlement. (§III.L.2.)

- o Tax Allocation: 33% wages and 67% as interest and penalties. The PAGA Payments shall be 100% penalties. (§§III.L.3-4.)

- Uncashed Checks: Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for 180 days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within 90 days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employee's individual share of the PAGA Settlement check has not been cashed within one hundred and eighty (180) days, the Settlement Administrator shall escheat those checks to the State Controller's Office, Unclaimed Property Division in the name of the absent employee. (§III.L.8.)

- The claims administrator will be ILYM Group, Inc. (§I.EE.)

- The LWDA was provided notice of the Settlement on July 27, 2022. (See Proof of Service.)

- Participating class members and the named Plaintiff will release certain claims against Defendants. (See further discussion below)

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III.
DISCUSSION

A. Does a Presumption of Fairness Exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On November 19, 2021, the Parties conducted a full day of mediation with Brian C. Walsh. At the conclusion of the mediation, Judge Walsh issued a proposal for settlement that the Parties accepted. (Lapuyade Decl., ¶21.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Counsel represents that in October 2020, Class Counsel began its pre-filing investigation into Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced nearly 100 pages of documents related to his employment for Defendant, including portions of Defendant's handbooks, compensation policies and time and payroll records. At the conclusion of the interviews, Class Counsel determined that Plaintiff's complaints justified further inquiry. (Lapuyade Decl., ¶14.)

Class Counsel subsequently requested Plaintiff's employee file from Defendant. In response, Defendant produced hundreds of pages of documents, including but not limited to, copies of Plaintiff's hiring documents, payroll and time records, performance reviews, and separation documents. Class Counsel reviewed and analyzed the documents and determined the documents substantiated Plaintiff's claim that Defendant failed to, among other things, provide compliant meal and rest periods. Shortly thereafter, Class Counsel summarized the known factual and legal issues in the PAGA Notice addressed to the LWDA. Several weeks later, Class Counsel filed this class action. (Id. at ¶15.)

Prior to serving any written discovery, the Parties agreed to mediate the action. To prepare for mediation, Class Counsel requested several documents and data points to further evaluate Plaintiff's claims and Defendant's liability exposure to the Settlement Class members. In response, Defendant produced the time and payroll records for approximately 20% of the Settlement Class members, aggregate workweek and pay period data for 100% of the Settlement Class, and copies of applicable handbooks containing, inter alia, compensation, timekeeping, and meal and rest period policies. In total, Defendant produced approximately

265 pages containing nearly 41,000 unique cells of time and payroll data for Class Counsel to analyze. (Id. at ¶16.)

Class Counsel then retained the statisticians and economists at Berger Consulting Group ("BCG"), to evaluate the Settlement Class Members' payroll and time data, and from that counsel created a damages model that guided counsel during mediated settlement discussions. (Id. at ¶¶17-19.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation, including wage and hour class actions. (Id. at ¶¶52-60; Declaration of Shani O. Zakay ("Zakay Decl."), ¶3, Exh. A.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. (See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ["Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing."].)

The Court concludes that the settlement is entitled to a presumption of fairness.

B. Is the Settlement Fair, Adequate, and Reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.)

Class Counsel has provided information, summarized below, regarding the factual basis for, and estimated maximum exposure for each of the claims alleged.

CLAIM	MAXIMUM EXPOSURE
Unpaid Wages - Rounding	\$22,368
Meal Periods	\$501,120
Rest Periods	\$1,191,652
Wage Statement Violations	\$0
Waiting Time Penalties	\$0
Reimbursement of Expenses	\$110,792
PAGA	\$3,252,000
TOTAL	\$5,077,932

(Lapuyade Decl., ¶26-36.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the

case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.")).)

4. Amount offered in settlement. Plaintiff's counsel obtained a \$475,000 non-reversionary settlement which is approximately 9% of the maximum estimated exposure in this matter, which is within the "ballpark of reasonableness. The \$475,000 settlement amount, after reduced by the requested deductions, leaves approximately \$266,666.67 to be divided among approximately 184 class members. Assuming full participation, the resulting payments will average approximately \$1,449.27 per class member. [$\$266,666.67/184 = \$1,449.27$]

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

The Court concludes that the settlement can be preliminarily deemed fair, adequate, and reasonable.

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C. Scope of the Release

As of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period. (§III.B.)

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. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendant for the PAGA Release Claims. (§III.C.)

"Released Class Claims" means any and all claims asserted in the operative class complaint and all claims that could have been asserted in the operative complaint based on the same operative facts alleged in the operative complaint, including state wage and hour claims for any and all violation of California's Labor code and Unfair Competition law based on Defendant's failure to pay all wages due (including minimum wages, straight time wages, and overtime wages), failure to provide compliant meal periods, failure to authorize and permit compliant rest periods, failure to provide accurate and itemized wage statements, failure to timely pay all wages due at the time of termination, failure to reimburse employees for all business-related expenses, violations of the Business and Professions Code section 17200 predicated on the Labor Code violations alleged in the operative complaint, and all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of action under California law, to the extent permissible, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside the Class Period. (§I.Z.)

"Released PAGA Claims" means any and all claims for PAGA penalties alleged in the operative complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and claims outside the PAGA Period. (§I.AA.)

"Released Parties" shall mean Defendant. (§I.BB.)

The Class Representative will also provide a general release and CC 1542 waiver. (¶III.EE.)

D. May Conditional Class Certification Be Granted?

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (Amchem Products, Inc. v. Winsor (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (Dunk at 1807, fn 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 240, disapproved on another ground in Hernandez v. Restoration Hardware, Inc. (2018) 4 Cal.5th 260.)

1. Numerosity. There are over 184 class members. (Lapuyade Decl., ¶48.) This element is met.

2. Ascertainability. The proposed class is defined above. The class definition is "precise, objective and presently ascertainable." (Sevidal v. Target Corp. (2010) 189 Cal.App.4th 905, 919.) All Class Members are identifiable through a review of Defendant's records. (Lapuyade Decl., ¶48.)

3. Community of interest. "The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.'" (Linder v. Thrifty Oil Co. (2000) 23 Cal.4th 429, 435.)

Counsel contends that the California statutes relating to each of Plaintiff's claims apply with equal force and effect to the entire Settlement Class. Factually, Defendant's policies and practices apply class-wide and Defendant's liability can be determined by facts common to all members of the class. The wage and hour issues are both numerous and substantial, and a class action is the most advantageous method of dealing with the claims of the Settlement Class. (Lapuyade Decl., ¶49.)

Further, Plaintiff's wage and hour claims are typical of the proposed Settlement Class because they arise from the same

facts and are based on the same legal theories applicable to the other Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the Settlement Class. Plaintiff alleges that he was injured by the same company-wide practices to which the proposed Settlement Class was subject and seeks the same relief. Plaintiff has already demonstrated his ability to advocate for the interests of the Settlement Class by initiating this litigation, undertaking extensive class discovery, and evaluating the proposed settlement to assure that it is fair. (Id. at ¶50.)

Finally, Plaintiff does not have any conflicts with the class and is represented by adequate counsel. (Id. at ¶¶50-60; Declaration of Sergio Abundis ("Abundis Decl."), ¶3.)

4. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

5. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

The Court finds that the class may be conditionally certified because the prerequisites of class certification have been satisfied.

E. Is the Notice Proper?

1. Content of class notice. The proposed notice is attached to the Settlement Agreement as Exhibit A. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and claims administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

2. Method of class notice. No later than 21 days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator, subject to a protective order governing confidential information entered by the Court, with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members. (¶III.K.1.) Upon receipt of the

Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than 14 calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall mail and email copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic mail. (§III.K.3.)

Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Notice Packets, which are addressed to Class Members who are currently employed by Defendant, are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed Class Member provide a corrected address, and transmit to the Administrator any corrected address provided by the Class Member. The Settlement Administrator shall complete the re-mailing process as soon as possible, and in no event later than thirty (30) days after the date of the initial mailing of the Notice Packet. Class Members who received a re-mailed Notice Packet shall have their Response Deadline, including their deadline to opt-out, object, or dispute, extended fifteen 15 days from the original Response Deadline. (§III.K.4.)

A copy of the Judgment will be posted on the administrator's website. (Notice, pg. 5.)

3. Cost of class notice. As indicated above, claims administration costs are estimated not to exceed \$20,000. Prior to the time of the final fairness hearing, the claims administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

F. Attorney Fees and Costs

CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the

approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (PLCM Group, Inc. v. Drexler (2000) 22 Cal.4th 1084, 1095-1096; Ramos v. Countrywide Home Loans, Inc. (2000) 82 Cal.App.4th 615, 625-626; Ketchum III v. Moses (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (Garabedian v. Los Angeles Cellular Telephone Company (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to \$158,333.33 in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

There is a fee split. Class Counsel's award for attorneys' fees will be equally divided between Class Counsel, 50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC. Plaintiff was properly informed in writing of the terms of the fee split.

Class Counsel should also be prepared to justify the costs sought (capped at \$20,000) by detailing how they were incurred.

G. Incentive Award to Class Representative

The Settlement Agreement provides for enhancement awards of up a total of \$5,000 for the class representative. In connection with the final fairness hearing, the named Plaintiff must submit a declaration attesting to why he should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than pro forma claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and

effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit' (Id. at 806-807, italics and ellipsis in original.)

The Court will decide the issue of the enhancement award at the time of final approval.

IV. CONCLUSION

Based upon the foregoing, the Court orders that:

1) The Parties' Motion for Preliminary Approval of class action settlement is GRANTED as the settlement is fair, adequate, and reasonable.

2) The essential terms are:

A. The Gross Settlement Amount ("GSA") is \$475,000. Escalator: At the time of mediation, Defendant estimated that the Settlement Class was comprised of 184 individuals who collectively worked approximately 19,500 workweeks ("Projected Workweeks") between May 20, 2017, through August 31, 2021. In regard hereto, Defendant will provide details on the number of applicable Class Members and dates of employment during the applicable Class Period such that the Settlement Administrator can calculate and confirm the total number of workweeks. If the number of workweeks estimated between May 20, 2017 and August 31, 2021, increases by more than 10% of the estimate stated herein, the Settlement Amount will increase proportionally for the number of workweeks over 110% of 19,500 (or over 21,450). (¶III.A.2.)

B. The Net Settlement Amount ("Net") \$260,416.67 is the GSA minus the following:

Up to \$158,333.33 (1/3) for attorney fees [Fee Split: Class Counsel's award for attorneys' fees will be equally divided between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC)];

Up to \$20,000 for litigation costs;

Up to \$5,000 for Incentive Award to the class representative;

Up to \$20,000 for settlement administration costs;

\$11,250 (75% of the \$15,000 PAGA penalty) to the LWDA.

C. Defendant's must pay payroll taxes separately and in addition to the GSA.

D. Plaintiffs release of Defendants from claims described herein.

3) The Parties' Motion for Final Approval of Class Action Settlement must be filed by March 1, 2023. The parties are ordered to contact the Clerk in Department 9 to obtain a hearing date for their motion.

4) The Parties' Motion for Final Approval of Class Action Settlement must include a concurrently lodged [Proposed] Judgment containing among other things, the class definition, full release language, and names of the any class members who opted out; and the parties must email the [Proposed] Judgment in Word format to Dept. 9 staff at sscdept9@lacourt.org.

5) Non-Appearence Case Review is set for March 8, 2023, 8:30 a.m., Department 9.

CLERK TO GIVE NOTICE TO MOVING PARTY. THE MOVING PARTY TO GIVE NOTICE TO ALL OTHER PARTIES.

IT IS SO ORDERED.

DATED: August 17, 2022

YVETTE M. PALAZUELOS

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT

EXHIBIT 5

Tesla Stone

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Monday, February 7, 2022 5:59 PM
To: Tesla Stone
Subject: Thank you for your Proposed Settlement Submission

02/07/2022 05:58:19 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 6

From: [DIR PAGA Unit](#)
To: [Tesla Stone](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, July 27, 2022 6:00:26 PM

07/27/2022 05:59:55 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 7

EXHIBIT 8

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Abundis (002-185)							
10/06/2020	No	Jean Claude Lapuyade	Fact Investigation - Client Intake	550.00	0:54	495.00	495.00
10/13/2020	No	Jean Claude Lapuyade	Fact Investigation - R&R Client Documents	550.00	3:12	1,760.00	2,255.00
10/14/2020	No	Jean Claude Lapuyade	Case Management - TCW Client Re Fee Agreement and Preliminary Claims Analysis	550.00	0:48	440.00	2,695.00
10/14/2020	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited Fee Agreement	550.00	0:24	220.00	2,915.00
10/22/2020	No	Jean Claude Lapuyade	Case Management - Drafted Letter to Client Re Claims	550.00	1:12	660.00	3,575.00
10/23/2020	No	Jean Claude Lapuyade	Legal Research - Employee File Demand Statutes	550.00	1:30	825.00	4,400.00
10/26/2020	No	Tesla Stone	Sort PLA Docs	150.00	0:24	60.00	4,460.00
10/27/2020	No	Tesla Stone	Send CIP; Set up new case file; File Maintenance	150.00	1:30	225.00	4,685.00
10/27/2020	No	Jean Claude Lapuyade	Discovery - Drafted Employee File Demand	550.00	0:54	495.00	5,180.00
10/28/2020	No	Tesla Stone	Send File Demand	150.00	0:48	120.00	5,300.00
10/28/2020	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	5,315.00
11/25/2020	No	Tesla Stone	Sort employee file; File Maintenance	150.00	0:36	90.00	5,405.00
12/07/2020	No	Tesla Stone	Sort PLA Docs	150.00	1:00	150.00	5,555.00
12/08/2020	No	Jean Claude Lapuyade	Fact Investigation - R&R Employee File Production	550.00	3:54	2,145.00	7,700.00
12/10/2020	No	Jean Claude Lapuyade	Legal Research - Claim Analysis (226, Off the Clock and Confidentiality)	550.00	1:54	1,045.00	8,745.00
01/04/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	8,760.00
01/08/2021	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client Re Timeline	550.00	2:12	1,210.00	9,970.00
01/19/2021	No	Jean Claude Lapuyade	Legal Research - LWDA Notice Requirements (Statutes and Case)	550.00	2:30	1,375.00	11,345.00
01/22/2021	No	Jean Claude Lapuyade	Drafted, Edited and Revised MWDA Notice	550.00	3:00	1,650.00	12,995.00
01/28/2021	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client RE LWDA Notice	550.00	0:42	385.00	13,380.00
02/01/2021	No	Jean Claude Lapuyade	Finalized LWDA Notice For Filing	550.00	0:30	275.00	13,655.00
02/08/2021	No	Tesla Stone	Draft PAGA; File and Submit; Mail	150.00	1:30	225.00	13,880.00
04/05/2021	No	Jean Claude Lapuyade	Case Management - TCW OC RE Claims and Tolling Agreement	550.00	0:48	440.00	14,320.00
04/12/2021	No	Jean Claude Lapuyade	Legal Research - Tolling Agreement and SOL	550.00	2:00	1,100.00	15,420.00
04/12/2021	No	Jean Claude Lapuyade	Drafted, Revised and Edited Tolling Agreemeent	550.00	1:30	825.00	16,245.00
04/14/2021	No	Tesla Stone	Tolling Agreement; File and Serve	150.00	1:30	225.00	16,470.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
05/14/2021	No	Jean Claude Lapuyade	Drafted, Revised and Edited Complaint	550.00	3:00	1,650.00	18,120.00
05/17/2021	No	Tesla Stone	Draft Complaint; File and Serve	150.00	1:30	225.00	18,345.00
05/17/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re Complaint and Timeline	550.00	0:54	495.00	18,840.00
06/09/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	18,870.00
06/18/2021	No	Tesla Stone	Court Complaint Submission	150.00	0:18	45.00	18,915.00
06/28/2021	No	Tesla Stone	File NAR; Serve; File Maintenance	150.00	1:00	150.00	19,065.00
07/01/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	19,095.00
07/01/2021	No	Tesla Stone	Joint ISC Statement; File and Serve	150.00	1:30	225.00	19,320.00
07/12/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:18	45.00	19,365.00
07/12/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:06	15.00	19,380.00
07/28/2021	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Calculations	550.00	0:30	275.00	19,655.00
09/03/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	19,670.00
09/07/2021	No	Jean Claude Lapuyade	Legal Research - Mediation Brief Issues	550.00	5:00	2,750.00	22,420.00
09/08/2021	No	Jean Claude Lapuyade	Mediation - Drafted Mediation Brief	550.00	6:36	3,630.00	26,050.00
09/13/2021	No	Tesla Stone	Sort DEF Docs; File Maintenance	150.00	0:42	105.00	26,155.00
09/17/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Client Documents for Mediation Brief	550.00	3:00	1,650.00	27,805.00
09/28/2021	No	Jean Claude Lapuyade	Drafted Change of Address	550.00	0:30	275.00	28,080.00
10/01/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	28,095.00
10/01/2021	No	Tesla Stone	Draft COA; File and Serve	150.00	1:00	150.00	28,245.00
11/01/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	28,260.00
11/04/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	28,275.00
11/08/2021	No	Jean Claude Lapuyade	Mediation - Revised, Edited and Finalized Mediation Brief	550.00	3:36	1,980.00	30,255.00
11/09/2021	No	Jean Claude Lapuyade	Fact & Investigation - Discussion with client regarding claims.	550.00	1:30	825.00	31,080.00
11/09/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	31,095.00
11/10/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	31,110.00
11/19/2021	No	Jean Claude Lapuyade	Mediation - Attended Mediation with Judge Walsh	550.00	8:30	4,675.00	35,785.00
11/22/2021	No	Tesla Stone	MOU Review; Circulate	150.00	0:30	75.00	35,860.00
11/30/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	35,875.00
12/01/2021	No	Jean Claude Lapuyade	Settlement - Drafted Individual Agreement	550.00	2:12	1,210.00	37,085.00
12/01/2021	No	Jean Claude Lapuyade	Settlement - Drafted Settlement Agreement	550.00	5:12	2,860.00	39,945.00
12/07/2021	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	39,960.00
12/28/2021	No	Jean Claude	Drafted, Reviewed and Revised SAR	550.00	1:30	825.00	40,785.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
12/28/2021	No	Jean Claude Lapuyade	Settlement- Revisions to SAR's	550.00	1:48	990.00	41,775.00
01/14/2022	No	Tesla Stone	Review Notice of Settlement; File Maintenance	150.00	0:30	75.00	41,850.00
01/14/2022	No	Jean Claude Lapuyade	Settlement - Reviewed and revised SAR and Defense edits.	550.00	1:30	825.00	42,675.00
01/31/2022	No	Tesla Stone	Review Indiv & Class SAR; File Maintenance; Circulate for Signatures	150.00	0:48	120.00	42,795.00
02/07/2022	No	Tesla Stone	MPA	150.00	3:00	450.00	43,245.00
02/08/2022	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	43,260.00
03/05/2022	No	Tesla Stone	File Maintenance	150.00	0:06	15.00	43,275.00
03/18/2022	No	Jean Claude Lapuyade	Follow up with client re status	550.00	0:24	220.00	43,495.00
05/11/2022	No	Tesla Stone	Supp. MPA submission; File Maintenance	150.00	2:00	300.00	43,795.00
06/13/2022	No	Jean Claude Lapuyade	Phone call with client providing an update re settlement approval.	550.00	0:24	220.00	44,015.00
07/25/2022	No	Jean Claude Lapuyade	Phone Call with client regarding preliminary approval, next steps and timeline.	550.00	0:30	275.00	44,290.00
07/27/2022	No	Jean Claude Lapuyade	Settlement - Reviewed and Revised SAR	550.00	1:24	770.00	45,060.00
08/17/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Timeline	550.00	0:24	220.00	45,280.00
08/17/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice Mailing	550.00	0:18	165.00	45,445.00
08/21/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re Settlement Status/Timeline	550.00	0:48	440.00	45,885.00
08/21/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice	550.00	0:24	220.00	46,105.00
09/02/2022	No	Jean Claude Lapuyade	Settlement - Reviewed and Approved Mailing Documents	550.00	1:00	550.00	46,655.00
09/27/2022	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	46,820.00
10/11/2022	No	Jean Claude Lapuyade	Settlement - R&R Notice Report from Admin	550.00	0:18	165.00	46,985.00
10/19/2022	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	47,150.00
11/14/2022	No	Sydney Castillo-Johnson	Emails with settlement administrator requesting declaration	300.00	0:06	30.00	47,180.00
11/15/2022	No	Sydney Castillo-Johnson	Review settlement admin dec ISO MFA	300.00	0:20	100.00	47,280.00
11/22/2022	No	Sydney Castillo-Johnson	Legal research - MFA issues, rules of court and case law	300.00	3:00	900.00	48,180.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
11/29/2022	No	Sydney Castillo-Johnson	Law and Motion - draft motion for final approval P&As	300.00	4:00	1,200.00	49,380.00
11/30/2022	No	Sydney Castillo-Johnson	Law and Motion - Draft proposed order and judgment for MFA	300.00	2:15	675.00	50,055.00
12/01/2022	No	Sydney Castillo-Johnson	Legal Research - Fees Motion	300.00	2:45	825.00	50,880.00
12/19/2022	No	Jean Claude Lapuyade	Law and Motion -Drafted, Revise and Edited Final Approval Motion	550.00	3:42	2,035.00	52,915.00
12/19/2022	No	Sydney Castillo-Johnson	Emails to OC re: MFA	300.00	0:12	60.00	52,975.00
12/21/2022	No	Jean Claude Lapuyade	Legal Research - Motion for Final Approval (Cases and Rules)	550.00	5:00	2,750.00	55,725.00
12/22/2022	No	Jean Claude Lapuyade	Legal Research - Motion for Fees	550.00	3:12	1,760.00	57,485.00
12/28/2022	No	Sydney Castillo-Johnson	Law and Motion - draft motion for fees P&As	300.00	4:32	1,360.00	58,845.00
12/29/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited MPA P&A	550.00	3:42	2,035.00	60,880.00
12/29/2022	No	Sydney Castillo-Johnson	Law and Motion - draft supporting declarations for motion for fees	300.00	1:14	370.00	61,250.00
01/07/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Admin Dec. ISO Final	550.00	1:12	660.00	61,910.00
01/09/2023	No	Jean Claude Lapuyade	Legal Research - MFA Issues (Cases and Rules of Court)	550.00	3:12	1,760.00	63,670.00
01/10/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited MFA	550.00	4:30	2,475.00	66,145.00
01/12/2023	No	Jean Claude Lapuyade	Legal Research - Motion for Attorneys' Fees Issues and Recent Rulings	550.00	4:12	2,310.00	68,455.00
01/13/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Motions or Fees	550.00	4:54	2,695.00	71,150.00
Total for Abundis (002-185)					153:48	\$71,150.00	

EXHIBIT 9

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Abundis (002-185)								
02/28/2021	Journal Entry	Feb. 2021 Postage		Postage for Feb. 2021	Client costs deferred	-Split-	6.96	6.96
06/30/2021	Journal Entry	June 2021 Postage		Postage for June 2021	Client costs deferred	-Split-	1.02	7.98
06/30/2021	Journal Entry	June 2021 Postage		Copies for June 2021	Client costs deferred	-Split-	0.20	8.18
07/31/2021	Journal Entry	July 2022 Postage		Copies for July 2021	Client costs deferred	-Split-	0.20	8.38
09/08/2021	Expense		Case Anywhere	Inv. 229461	Client costs deferred	Chase Card 7349	88.80	97.18
10/01/2021	Expense		One Legal LLC	One Legal Order Number: 17006011 - Filing Fee Re: Notice of Change of Address or Other Contact Information	Client costs deferred	Chase Card 7349	16.68	113.86
10/16/2021	Check	2599	JAMS	Invoice #5813016 - Mediation	Client costs deferred	US Bank-Checking - 4270	2,500.00	2,613.86
11/15/2021	Journal Entry	Sept 2022 Postage		Copies for Sep 2021	Client costs deferred	-Split-	0.70	2,614.56
11/30/2021	Journal Entry	Nov 2021 Postage		Copies for Nov 2021	Client costs deferred	-Split-	0.30	2,614.86
12/01/2021	Expense		LA Superior Court		Client costs deferred	Chase Card 7349	1.00	2,615.86
12/08/2021	Check	2676	Berger Consulting Group	Invoice No. 5218	Client costs deferred	US Bank-Checking - 4270	768.75	3,384.61
12/08/2021	Expense		Case Anywhere	Inv. 237826	Client costs deferred	Chase Card 7349	120.00	3,504.61
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	Client costs deferred	-Split-	0.20	3,504.81
12/31/2021	Journal Entry	Dec 2021 Postage		Postage for Dec 2021	Client costs deferred	-Split-	0.53	3,505.34
02/08/2022	Expense		One Legal LLC	One Legal Order Number: 17652791 - Filing Fee Re: Motion for Preliminary Approval of Settlement	Client costs deferred	Chase Card 7349	78.45	3,583.79
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	Client costs deferred	-Split-	0.10	3,583.89
03/08/2022	Expense		Case Anywhere	Inv. 246048	Client costs deferred	Chase Card 7349	120.00	3,703.89
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	Client costs deferred	-Split-	0.30	3,704.19
05/12/2022	Expense		One Legal LLC	One Legal Order Number: 18198629 - Filing Fee Re: Declaration, Proof of Service	Client costs deferred	Chase Card 7349	17.19	3,721.38
05/13/2022	Expense		One Legal LLC	One Legal Order Number: 18208151 - Filing Fee Re: Supplemental Declaration, Proof of Service	Client costs deferred	Chase Card 7349	17.19	3,738.57
05/31/2022	Journal Entry	May 2022 Postage		Copies for May 2022	Client costs deferred	-Split-	0.35	3,738.92
06/09/2022	Expense		Case Anywhere	Inv. 254565	Client costs deferred	Chase Card 7349	120.00	3,858.92
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	Client costs deferred	-Split-	0.20	3,859.12
07/28/2022	Expense		One Legal LLC	One Legal Order Number: 18632038 - Filing Fee Re: Declaration, Proof of Service	Client costs deferred	Chase Card 7349	17.19	3,876.31
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	Client costs deferred	-Split-	0.10	3,876.41
08/24/2022	Expense		LA Court E-File	Filing Fee	Client costs deferred	Chase Card 7349	61.65	3,938.06
08/31/2022	Journal Entry	August 2022 Postage		Copies for August 2022	Client costs deferred	-Split-	0.20	3,938.26
09/12/2022	Expense		Case Anywhere	Inv. 263035	Client costs deferred	Chase Card 7349	138.00	4,076.26
09/30/2022	Journal Entry	Sept. 2022Postage		Copies for September 2022	Client costs deferred	-Split-	0.20	4,076.46
12/09/2022	Expense		Case Anywhere	Inv. 271731	Client costs deferred	Chase Card 7349	120.00	4,196.46
12/31/2022	Journal Entry	Dec 2022 Postage		Copies for December 2022	Client costs deferred	-Split-	0.20	4,196.66
Total for Abundis (002-185)							\$4,196.66	
TOTAL							\$4,196.66	

EXHIBIT 10

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$100 million in monetary awards for his clients.

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.

- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stetak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)
- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);

- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);