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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

DORCELI RIVAS, an individual, and on behalf
of herself and on behalf of all persons similarly
situated,

Plaintiffs,

v.

SITAJI, a California Corporation; and DOES 1
through 50, Inclusive,

Defendants.

Case No. CVRI2101761

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

Date: October 11, 2023

Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

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

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

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

3. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (hereinafter collectively “Settlement Agreement”). Attached as **Exhibit “A”** to the Agreement is a true and correct copy of the Notice Packet.

4. Attached hereto as **Exhibit “2”** is a true and correct copy of the conformed May 24, 2023 Preliminary Approval Order.

5. Attached hereto as **Exhibit “3”** is a true and correct copy of the February 2, 2023 proof of filing the proposed Settlement with the LWDA.

6. Attached hereto as **Exhibit “4”** is a true and correct copy of the September 15, 2023 proof of filing this motion seeking final approval of this Settlement with the LWDA.

7. Attached hereto as **Exhibit “5”** is a true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of September 11, 2023.

8. Attached hereto as **Exhibit “6”** is a true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of September 11, 2023.

9. Attached hereto as **Exhibit “7”** is a true and correct copy of the JCL Law Firm, APC, Firm Resume.

I. INTRODUCTION

10. An objective evaluation of the proposed settlement of Two Hundred Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00) (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a

product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over by mediator Kelly A. Knight, Esq. . After deducting any Court-approved attorneys’ fees and costs, class representative service awards, settlement administration costs, and the payments to the Labor & Workforce Development Agency (“LWDA”), the net settlement amount shall be distributed to the Settlement Class based on the number of Workweeks they worked while employed by Defendant during the Class Period. ***The Class greeted news of the Settlement with 100% approval.***¹ There are zero opt-outs and zero objections to the Settlement.

11. This Settlement provides substantial recovery to Class Members. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately **\$147,000.00**. This will result in an average Individual Settlement Payment of **\$816.67**, with the estimated highest gross payment being \$7,010.30. Aggrieved Employees will receive an estimated average gross payment of \$26.32, with the estimated highest gross payment being \$103.65.

12. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

13. 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

14. Defendant owns and operates multiple hotels in California, including in Riverside County, California, where Plaintiff worked. This action asserts claims on behalf of Defendant’s current and former non-exempt employees employed in California. Plaintiff worked for Defendant as a carpenter during the Class Period. At all times during her employment, Plaintiff earned hourly wage, was entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages

¹ As of the filing date of this Motion, 14 Notices were deemed undeliverable.

for all hours worked. Throughout her employment, Plaintiff was subject to Defendant's written policies and procedures.

15. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to provide compliant meal and rest periods, failed to furnish accurate itemized wage statements, failed to pay all wages when due and failed to reimburse employees for mandatory business expenses. Defendant forcefully denies liability for each of Plaintiff's claims. Further, 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, compliant wage statements, and timely payment of all wages due upon separation of employment.

16. On February 8, 2021, Plaintiff served Defendant and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 et seq ("PAGA").

17. On April 15, 2021, Plaintiff filed a class action complaint in the Riverside County Superior Court (the "Action"). The Action alleged nine causes of action against Defendant for: (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6) Failure to Reimburse Employees for Required Business Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; (8) Failure to Provide Wages When Due in Violation of Cal. Lab. Code Sections § 201, 202, and 203; and (9) Violations of the Private Attorney General Act at Lab. Code §§ 2698 *et. seq.* ("Class Claims").

18. The Parties agreed to mediate the Action. To prepare for mediation, the Parties agreed to informally exchange relevant documents and data points subject to the mediation privilege. Pursuant to

that agreement, Defendant produced a statistically viable sample of the Class Members' time and payroll data along with itemized wage statements and relevant policies applicable to Class Members. As discussed *infra*, Plaintiff's counsel retained the forensic consultants at Berger Consulting Group ("BCG") to analyze Defendant's time and payroll data.

19. On March 11, 2022, the Parties participated in a full day mediation with experienced wage and hour mediator, Kelly A. Knight, Esq. After arms-length negotiations and bargaining, the Parties reached an agreement to settle based on a Mediator's proposal, and signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties negotiated a long-form settlement agreement, which is the subject of the instant motion.

III. THE SETTLEMENT BEFORE THE COURT

20. The Court preliminarily approved an initial Gross Settlement Amount of Two Hundred Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00) based on a total of an estimated 5,104 Workweeks worked by the Class during the Class Period. The Gross 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.

21. 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 high approval of the Settlement by the Settlement Class and absence of any objections to the Settlement and the average Individual Settlement Payment of \$816.67.

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

A. Class Counsel Conducted a Thorough Investigation

22. 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 documents related to her employment, including time and payroll records. At the conclusion of the interviews, Class Counsel determined that each of the Plaintiff's complaints appeared to substantiate Plaintiff's claim that Defendant failed to, among other things, pay for all time worked and to provide compliant meal and rest periods.

23. Considering the many anticipated factual disputes, the Parties agreed that it would be in the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel requested documents and data points to further evaluate Plaintiff's claims and Defendant's liability exposure to the Class Members. In response to Class Counsel's request, Defendant produced a sample of time records for the Class Members, aggregate workweek and pay period data for the Class Members, wage statements for the Class Members, and copies of applicable handbooks, policies, and agreements containing, *inter alia*, compensation, timekeeping and meal and rest period policies. In total, Defendant produced pertinent policy documents, a sample of time records for Class Members, and a sample of payroll data for Class Counsel to analyze.

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

25. BCG analyzed Defendant's time and payroll data to assist in the development of various damage models. Among other things, BCG determined the approximate number of work shifts, workweeks, pay periods, average length of shift and average number of hours worked per week and pay periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and rest periods, the amount of paid missed meal period premiums paid during the Class Period, and the amount of off-the-clock work performed by the Class Members during the Class Period. BCG calculated and created a damage model for Defendant's potential liability exposure while accounting for the uncertainties of continued litigation. The damage model informed and guided Class Counsel during the mediated settlement discussions.

26. 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 her 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' 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.

27. 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

28. On March 11, 2022, the Parties conducted a full-day mediation with Kelly A. Knight, an experienced mediator of wage and hour class and representative actions. Mediator Knight 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 Mediator Knight'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 award was not negotiated until after the parties agreed to the Gross Settlement Amount and many other terms. No action would likely have been taken by Class Members individually, and no compensation would have been recovered for them, but for Plaintiff's services on behalf of the Class.

C. Class Counsel is Experienced in Similar Litigation

29. Plaintiff is represented by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage and hour class actions and complex

multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre (Associate Attorney), Tesla Stone (Paralegal), Laura Gonzalez Mendez (Paralegal), Jennifer Heming (Paralegal) and Madelyn Uchiyama (Legal Assistant).

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

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

32. I am qualified to represent Plaintiff, the State of California and the Aggrieved Employees. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "7."** Some of the major cases the Firm has undertaken are also set forth in **Exhibit "7."**

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

34. 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.

35. 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.)

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D. The Gross Settlement Amount is Fair and Reasonable

36. 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 Gross Settlement Amount of Two Hundred Eighty-Five Thousand Dollars and Zero Cents (\$285,000.00) represents a discount on Defendant’s potential exposure if Plaintiff established liability on all claims and were 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.

37. As detailed at the time of preliminary approval, the Gross 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 Gross Settlement Amount represents approximately 21.6% of the value of the maximum potential *damages* at issue, assuming all of these amounts could be proved at trial.

38. This average net recovery is on par with many wage and hour class action settlements approved by California state and federal courts. *See, e.g., Palencia v. 99 Cents Only Stores*, No. 34-2010-00079619 (Sacramento County Super. Ct.) (average net recovery of approximately \$80); *Fukuchi v. Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct.) (average net recovery of approximately \$120); *Contreras v. United Food Group, LLC*, Case No. BC389253 (L.A. County Super. Ct.) (average net recovery of approximately \$120); *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018 (L.A. County Super. Ct.) (average net recovery of approximately \$90); *Doty v. Costco Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average net recovery of

1 approximately \$65); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (ED. Cal.)
2 (average net recovery of approximately \$60); *Lim v. Victoria's Secret Stores, Inc.*, Case No.
3 04CC00213 (Orange County Super. Ct.) (average net recovery of approximately \$35); and *Gomez v.*
4 *Amadeus Salon, Inc.*, Case No. BC392297 (L.A. Super. Ct.) (average net recovery of approximately
5 \$20).

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

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

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

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

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

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

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

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IV. THE PENALTIES UNDER PAGA ARE REASONABLE

45. Here, the Parties negotiated a good faith PAGA Settlement in the amount of \$10,000.00 which is 3.5% of the Gross Settlement Amount. As illustrated above, this amount falls well within the range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA Settlement (\$7,500.00) will be paid to the LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%) to be distributed to the Aggrieved Employees, which is within the range of PAGA penalties approved by courts and should be approved.

46. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval with the LWDA. On September 15, 2023, Plaintiffs gave the LWDA notice of this motion seeking final approval of this settlement.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 15th day of September 2023, at San Diego, California.

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade

EXHIBIT 1

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF RIVERSIDE

DORCELI RIVAS, an individual, and on
behalf of herself and on behalf of all persons
similarly situated;

Plaintiff,

v.

SITAJI, a California Corporation; and DOES
1-50, Inclusive,

Defendants.

Case No. CVRI2101761

[Action Filed 04/15/2021]

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

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between plaintiff DORCELI RIVAS (hereinafter “Plaintiff”), an individual, on
3 behalf of the Settlement Class, and in her representative capacity on behalf of the State of California
4 and the Aggrieved Employees, and defendant SITAJI, a California Corporation (hereinafter
5 “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Rivas v. Sitaji*,
8 Riverside County Superior Court, Case No. CVRI2101761, filed April 15, 2021.
- 9 B. “Aggrieved Employees” shall mean all non-exempt employees who are or previously
10 were employed by Defendant and performed work in California during the PAGA
11 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 Class in the Action, consisting of attorneys’ fees currently not to exceed one-
19 third of the Gross Settlement Amount currently estimated to be \$95,000 out of
20 \$285,000 plus costs and expenses in the amount of \$15,000. Class Counsel’s award
21 for attorneys’ fees will be divided equally between Class Counsel (50% to JCL Law
22 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 to the Settlement Administrator. It
25 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
26 Member’s full name; last known address; Social Security Number; start dates and end
27 dates of employment.

- 1 G. "Class Members" or the "Class" means all non-exempt employees who are or
2 previously were employed by Defendant and performed work in California during the
3 Class Period.
- 4 H. "Class Period" means the period between April 15, 2017 to March 11, 2022.
- 5 I. "Class Representative Service Award" means the amount that the Court authorizes to
6 be paid to the Class Representative, in addition to her Individual Settlement Payment
7 and her pro-rata share of the PAGA Settlement, in recognition of her efforts and risks
8 in assisting with the prosecution of the Action and in exchange for executing a
9 General Release of Defendant.
- 10 J. "Class Representative" shall mean plaintiff DORICELI RIVAS.
- 11 K. "Court" means the Superior Court for the State of California, County of Riverside
12 currently presiding over the Action.
- 13 L. "Defendant" shall mean SITAJI.
- 14 M. "Effective Date" means the earliest date, following entry by the Court of an order
15 and judgment finally approving this Settlement, upon which one of the following have
16 occurred: (i) if no objection is filed to the settlement and no objector appears at the
17 hearing on final approval, the date of the Court's entry of the order granting final
18 approval, (ii) if an objection is filed to the settlement and/or an objector appears at the
19 hearing on final approval, then the earlier of the following: (a) the expiration of all
20 potential appeal periods without a filing of a notice of appeal of the final approval
21 order or judgment; (b) final affirmance of the final approval order and judgment by
22 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
23 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
24 the final approval order and judgment is no longer subject to further judicial review.
- 25 N. "Funding Date" shall mean sixty-five (65) calendar days after the Effective Date and
26 is the date Defendant transfers the Gross Settlement Amount into the QSF in accord
27 with the terms of this Agreement.
- 28

- 1 O. “Gross Settlement Amount” means Two Hundred Eighty-Five Thousand Dollars
2 (\$285,000.00) that Defendant must pay into the QSF in connection with this
3 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
4 Representative Service Award, the Class Counsel Award, PAGA Settlement and the
5 Settlement Administration Costs and *exclusive* of the employer’s share of payroll tax,
6 if any, triggered by any payment under this Settlement.
- 7 P. “Individual Settlement Payment” means the amount payable from the Net Settlement
8 Amount to each Settlement Class Member and excludes any amounts distributed to
9 Aggrieved Employees pursuant to PAGA.
- 10 Q. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less Class
11 Counsel Award, Class Representative Service Award, PAGA Settlement, and
12 Settlement Administration Costs.
- 13 R. “Notice Packet” means the Class Notice to be provided to the Class Members by the
14 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
15 than formatting changes to facilitate printing by the Settlement Administrator).
- 16 S. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
17 Labor Code § 2698 *et seq.*
- 18 T. “PAGA Payment Ratio” means the respective pay periods during the PAGA Period
19 for each Aggrieved Employee divided by the sum total of the pay periods for all
20 Aggrieved Employees during the PAGA Period.
- 21 U. “PAGA Pay Periods”, for purposes of calculating the distribution of the Aggrieved
22 Employee Payment, as defined herein, means the number of pay periods of
23 employment during the PAGA Period that each Aggrieved Employee worked in
24 California.
- 25 V. “PAGA Period” means the period between February 8, 2020 until March 11, 2022
26 (the “PAGA Period”).
27
28

- 1 W. "PAGA Settlement" shall mean Ten Thousand Dollars (\$10,000) to be allocated from
2 the Gross Settlement Amount.
- 3 X. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
4 Plaintiff or Defendant, individually.
- 5 Y. "Class Payment Ratio" means the respective Workweeks for each Class Member
6 divided by the sum total Workweeks for all Class Members.
- 7 Z. "Plaintiff" shall mean DORICELI RIVAS.
- 8 AA. "QSF" means the Qualified Settlement Fund established, designated and maintained
9 by the Settlement Administrator to fund the Gross Settlement Amount.
- 10 BB. "Released Class Claims" means all class claims which are alleged in the operative
11 complaint, or could have been alleged based upon the facts in the operative complaint,
12 which occurred during the Class Period, and expressly excluding all other claims,
13 including claims for vested benefits, wrongful termination, unemployment insurance,
14 disability, social security, workers' compensation, and class claims outside of the
15 Class Period.
- 16 CC. "Released PAGA Claims" means all PAGA claims which are alleged in the operative
17 complaint and Plaintiff's PAGA notice to the LWDA which occurred during the
18 PAGA Period, and expressly excluding all other claims, including claims for vested
19 benefits, wrongful termination, unemployment insurance, disability, social security,
20 workers' compensation, and PAGA claims outside of the PAGA Period. As a result
21 of this release, PAGA Class Members shall be precluded from bringing any claims
22 for the Released PAGA Claims.
- 23 DD. "Released Party" shall mean Defendant.
- 24 EE. "Response Deadline" means the date forty-five (45) days after the Settlement
25 Administrator mails Notice Packets to Class Members and the last date on which
26 Class Members may submit requests for exclusion or objections to the Settlement.
- 27 FF. "Settlement" means the disposition of the Action pursuant to this Agreement.

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

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

II. “Workweeks”, for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendant in California, excluding weeks during which the Class Member did not perform any work for Defendant.

II. RECITALS

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

B. On April 15, 2021, Plaintiff 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 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 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 Plaintiff for required expenses in violation of California Labor Code section 2802;
7. Failure to provide accurate itemized wage statements in violation of California Labor Code section 226;
8. Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203; and
9. Violation of the Private Attorneys General Act [Labor Code sections 2698 *et seq.*].

- C. The Class Representative believes she 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 contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times 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

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

13 F. On March 11, 2022, the Parties participated in mediation presided over by Kelly A.
14 Knight, Esq., an experienced mediator of wage and hour class actions. The
15 mediation concluded in settlement after both sides agreed to a Mediator's proposal
16 which was subsequently memorialized in the form of a Memorandum of
17 Understanding ("MOU").

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

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

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

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

9 **III. TERMS OF AGREEMENT**

10 A. Settlement Consideration and Settlement Payments by Defendant.

- 11 1. Settlement Consideration. In full and complete settlement of the Action, and
12 in exchange for the releases set forth below, Defendant and the Released
13 Parties will pay the sum of the Individual Settlement Payment, the Class
14 Representative Service Award, the Class Counsel Award, PAGA Settlement,
15 and the Settlement Administration Costs, as specified in this Agreement, equal
16 to the Gross Settlement Amount of Two Hundred Eighty-Five Thousand
17 Dollars (\$285,000.00). The Parties agree that this is a non-reversionary
18 Settlement and that no portion of the Gross Settlement Amount shall revert to
19 Defendant. Other than the Defendant's share of employer payroll taxes and
20 as provided for in Section III(A)(2) below, if any, Defendant shall not be
21 required to pay more than the Gross Settlement Amount, except as provided
22 for hereinbelow.

- 23 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
24 Class was comprised of 180 individuals who collectively worked
25 approximately 5,104 Workweeks ("Projected Workweeks") during the Class
26 Period. In regard hereto, Defendant will provide a declaration under penalty
27 of perjury before the deadline for filing the motion for preliminary approval

1 of the settlement, confirming the number of applicable Class Members and
2 workweeks they worked during the applicable Class Period. If the workweek
3 number increases by more than 10% of the estimate stated herein, the
4 Settlement Amount will increase proportionally for the number of workweeks
5 over 110% (over 5,614).

6 3. Settlement Payment. Defendant and the Released Parties, and each of them,
7 are jointly and severally liable for payment of the Gross Settlement Amount.
8 Defendant shall pay the Gross Settlement Amount to the Settlement
9 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 Gross Settlement Amount and shall be paid
12 together with the Gross 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 Released Parties for the PAGA Release Claims.

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

14
15 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
16 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
17 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
18 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
19 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***
20 ***DEBTOR OR RELEASED PARTY.***

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

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

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

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

- 4 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
5 and shall not be admissible in any judicial, administrative or arbitral
6 proceeding for any purpose or with respect to any issue, substantive or
7 procedural;
- 8 2. The conditional class certification (obtained for any purpose) shall be void *ab*
9 *initio* and of no force or effect, and shall not be admissible in any judicial,
10 administrative or arbitral proceeding for any purpose or with respect to any
11 issue, substantive or procedural; and
- 12 3. None of the Parties to this Settlement will be deemed to have waived any
13 claims, objections, defenses or arguments in the Action, including with respect
14 to the issue of class certification.
- 15 4. If Defendant fails to fully fund the Gross Settlement Amount, Defendant shall
16 bear the sole responsibility for any cost to issue or reissue any curative notice
17 to the Settlement Class Members and all Settlement Administration Costs
18 incurred to the date of nullification.

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

- 1 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
2 effect of the payments called for, and Class Members and/or Aggrieved Employees are
3 not relying on any statement or representation by the Parties in this regard. Class
4 Members and/or Aggrieved Employees understand and agree that they will be
5 responsible for the payment of any taxes and penalties assessed on the Individual
6 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
7 Settlement described and will be solely responsible for any penalties or other
8 obligations resulting from their personal tax reporting of Individual Settlement
9 Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.
- 10 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
11 the "acknowledging party" and each Party to this Agreement other than the
12 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
13 of this Agreement, and no written communication or disclosure between or among the
14 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
15 such communication or disclosure constitute or be construed or be relied upon as, tax
16 advice within the meaning of United States Treasury Department circular 230 (31 CFR
17 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
18 her or its own, independent legal and tax counsel for advice (including tax advice) in
19 connection with this Agreement, (b) has not entered into this Agreement based upon
20 the recommendation of any other Party or any attorney or advisor to any other Party,
21 and (c) is not entitled to rely upon any communication or disclosure by any attorney
22 or adviser to any other party to avoid any tax penalty that may be imposed on the
23 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
24 any limitation that protects the confidentiality of any such attorney's or adviser's tax
25 strategies (regardless of whether such limitation is legally binding) upon disclosure by
26 the acknowledging party of the tax treatment or tax structure of any transaction,
27 including any transaction contemplated by this Agreement.

1 J. Preliminary Approval Motion. Plaintiff shall draft and file with the Court a Motion for
2 Order Granting Preliminary Approval and supporting papers within a reasonable
3 period of time after complete execution of this agreement and will provide Defendant
4 with a draft of the Motion at least 3 business days prior to the filing of the Motion to
5 give Defendant an opportunity to propose changes or additions to the Motion.

6 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
7 establishing and administering the QSF; calculating, processing and mailing payments
8 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
9 mailing the Notice Packets to the Class Members as directed by the Court; receiving
10 and reporting the objections and requests for exclusion; calculating, deducting and
11 remitting all legally required taxes from Individual Settlement Payments and
12 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
13 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
14 Settlement; processing and mailing tax payments to the appropriate state and federal
15 taxing authorities; providing declaration(s) as necessary in support of preliminary
16 and/or final approval of this Settlement; and other tasks as the Parties mutually agree
17 or the Court orders the Settlement Administrator to perform. The Settlement
18 Administrator shall keep the Parties timely apprised of the performance of all
19 Settlement Administrator responsibilities by among other things, sending a weekly
20 status report to the Parties' counsel stating the date of the mailing, the of number of
21 Elections Not to Participate in Settlement it receives (including the numbers of valid
22 and deficient), and number of objections received.

23 L. Notice Procedure.

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

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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
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1 address is provided, the Settlement Administrator shall notify Defendant.
2 Defendant will request that the currently employed Class Member provide a
3 corrected address, and transmit to the Administrator any corrected address
4 provided by the Class Member. Class Members who received a re-mailed
5 Notice Packet shall have their Response Deadline extended fifteen (15) days
6 from the original 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. If there is a dispute, the Settlement
11 Administrator will consult with the Parties to determine whether an
12 adjustment is warranted. The Settlement Administrator shall determine the
13 eligibility for, and the amounts of, any Individual Settlement Payments under
14 the terms of this Agreement. The Settlement Administrator's determination
15 of the eligibility for and amount of any Individual Settlement Payment shall
16 be binding upon the Class Member and the Parties, except as provided herein
17 below in Paragraph 6.

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

24 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
25 Packet shall state that Class Members who wish to exclude themselves from
26 the Settlement must submit a signed copy of the Request for Exclusion form
27 to the A Request for Exclusion form will be mailed together with the Notice
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1 Packet to all Class Members. The Request for Exclusion will not be valid if
2 it is not timely submitted, if it is not signed by the Class Member, or if it does
3 not contain the name and address and last four digits of the Social Security
4 number of the Class Member. The date of the postmark on the mailing
5 envelope or fax stamp on the Request for Exclusion shall be the exclusive
6 means used to determine whether the request for exclusion was timely
7 submitted. Any Class Member who submits a timely Request for Exclusion
8 shall be excluded from the Settlement Class will not be entitled to an
9 Individual Settlement Payment and will not be otherwise bound by the terms
10 of the Settlement or have any right to object, appeal or comment thereon.
11 However, any Class Member that submits a timely Request for Exclusion that
12 is also a member of the Aggrieved Employees will still receive his/her pro rata
13 share of the PAGA Settlement, as specified below, and in consideration, will
14 be bound by the Release by the Aggrieved Employees as set forth herein.
15 Settlement Class Members who fail to submit a valid and timely Request for
16 Exclusion on or before the Response Deadline shall be bound by all terms of
17 the Settlement and any final judgment entered in this Action if the Settlement
18 is approved by the Court. No later than fourteen (14) calendar days after the
19 Response Deadline, the Settlement Administrator shall provide counsel for
20 the Parties with a final list of the Class Members who have timely submitted
21 timely Requests for Exclusion. At no time shall any of the Parties or their
22 counsel seek to solicit or otherwise encourage members of the Class to submit
23 Requests for Exclusion from the Settlement.

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

19 M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
20 the Gross Settlement Amount on or before the Funding Date, plus any employer's
21 share of payroll taxes as mandated by law within the time specified herein.

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

9 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
10 Class Data, the Settlement Administrator shall add up the total number of
11 PAGA pay periods for all Aggrieved Employees during the PAGA Period.
12 The respective PAGA pay periods for each Aggrieved Employee will be
13 divided by the total PAGA pay periods for all Aggrieved Employees, resulting
14 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
15 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
16 Aggrieved Employee Payment to calculate each Aggrieved Employee's
17 estimated share of the PAGA Settlement.

18 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
19 Settlement Payments shall be allocated and treated as follows: 1/3 as wages
20 ("Wage Portion"); 2/3 as penalties and interest ("Non-Wage Portion"). The
21 Wage Portion is subject to wage withholdings and shall be reported on IRS
22 Form W-2. The Non-Wage Portion shall not be subject to wage withholdings
23 and shall be reported on IRS Form 1099.

24 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
25 Employee Settlement Payments shall be allocated and treated as 100%
26 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.

1 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
2 Employees shall remain valid and negotiable for one hundred and eighty (180)
3 days from the date of their issuance. If a Settlement Class Member and/or
4 Aggrieved Employee does not cash his or her settlement check within 90 days,
5 the Settlement Administrator will send a letter to such persons, advising that
6 the check will expire after the 180th day, and invite that Settlement Class
7 Member and/or Aggrieved Employee to request reissuance in the event the
8 check was destroyed, lost or misplaced. In the event an Individual Settlement
9 Payment and/or Aggrieved Employee's individual share of the PAGA
10 Settlement check has not been cashed within one hundred and eighty (180)
11 days, the check will be voided and the Participating Class Member and/or
12 Aggrieved Employee will remain bound by the Settlement. The funds from
13 any such uncashed checks will then be reallocated and redistributed by the
14 Settlement Administrator to those Participating Class members and/or
15 Aggrieved Employees who cashed their Settlement Share checks through a
16 second distribution using the same allocation as the first distribution. The
17 Parties agreed that under this procedure, there is no residue as the entire Gross
18 Settlement Sum will be distributed.

19 9. Class Representative Service Award. In addition to the Individual Settlement
20 Payment and her individual share of the PAGA Settlement to be paid to
21 Plaintiff, Plaintiff will apply to the Court for an award of not more than
22 \$10,000, as the Class Representative Service Award. Defendant does not
23 presently intend to oppose a Class Representative Service Award of not more
24 than \$10,000 for Plaintiff. The Settlement Administrator shall pay the Class
25 Representative Service Award, either in the amount stated herein if approved
26 by the Court or some other amount as approved by the Court, to Plaintiff from
27 the Gross Settlement Amount no later than fifteen (15) calendar days after the
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1 Funding Date. Any portion of the requested Class Representative Service
2 Award that are not awarded to the Class Representative shall be part of the
3 Net Settlement Amount and shall be distributed to Settlement Class Members
4 as provided in this Agreement. The Settlement Administrator shall issue an
5 IRS Form 1099 — MISC to Plaintiff for her Class Representative Service
6 Award. Plaintiff shall be solely and legally responsible to pay any and all
7 applicable taxes on her Class Representative Service Award and shall hold
8 harmless the Released Parties from any claim or liability for taxes, penalties,
9 or interest arising as a result of the Class Representative Service Award. The
10 Class Representative Service Award shall be in addition to Plaintiff's
11 Individual Settlement Payment as a Settlement Class Member. Approval of
12 this Settlement shall not be conditioned on Court approval of the requested
13 amount of the Class Representative Service Award. If the Court reduces or
14 does not approve the requested Class Representative Service Award, Plaintiff
15 shall not have the right to revoke the Settlement, and it will remain binding.

- 16 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
17 attorneys' fees not to exceed one-third of the Gross Settlement Amount
18 currently estimated to be \$95,000 plus costs and expenses supported by
19 declaration not to exceed Fifteen Thousand Dollars (\$15,000), from the Gross
20 Settlement Amount will be filed. Any portion of the requested Class Counsel
21 Award that is not awarded to Class Counsel shall be part of the Net Settlement
22 Amount and shall be distributed to Settlement Class Members as provided in
23 this Agreement. The Settlement Administrator shall allocate and pay the
24 Class Counsel Award to Class Counsel from the Gross Settlement Amount no
25 later than fifteen (15) calendar days after the Funding Date. Class Counsel
26 shall be solely and legally responsible to pay all applicable taxes on the
27 payment made pursuant to this paragraph. The Settlement Administrator shall
28

1 issue an IRS Form 1099 — MISC to Class Counsel for the payments made
2 pursuant to this paragraph. In the event that the Court reduces or does not
3 approve the requested Class Counsel Award, Plaintiff and Class Counsel shall
4 not have the right to revoke the Settlement, or to appeal such order, and the
5 Settlement will remain binding.

6 11. PAGA Settlement. Ten Thousand Dollars (\$10,000) shall be allocated from
7 the Gross Settlement Amount for settlement of claims for civil penalties under
8 the Private Attorneys General Act of 2004 (“PAGA Settlement”). The
9 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
10 Settlement (\$7,500) to the California Labor and Workforce Development
11 Agency no later than twenty-five (25) calendar days after the Funding Date
12 (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA
13 Settlement (\$2,500) will be distributed to the Aggrieved Employees as
14 described in this Agreement (hereinafter “Aggrieved Employee Payment”).
15 For purposes of distributing the PAGA Settlement to the Aggrieved
16 Employees, each Aggrieved Employee shall receive their pro-rata share of the
17 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
18 above.

19 12. Settlement Administration Costs. The Settlement Administrator shall be paid
20 for the costs of administration of the Settlement from the Gross Settlement
21 Amount. The estimate of the Settlement Administration Costs is \$8,000. The
22 Settlement Administrator shall be paid the Settlement Administration Costs
23 no later than fifteen (15) calendar days after the Funding Date.

24 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
25 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
26 twenty-eight (28) days following the expiration of the Response Deadline, which
27 motion shall request final approval of the Settlement and a determination of the
28

1 amounts payable for the Class Representative Service Award, the Class Counsel
2 Award, the PAGA Settlement, and the Settlement Administration Costs. Plaintiff will
3 provide Defendant with a draft of the Motion at least 3 business days prior to the filing
4 of the Motion to give Defendant an opportunity to propose changes or additions to
5 the Motion

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

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

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

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

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 U. 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 V. 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 W. 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 X. 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 Y. 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 Z. 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.

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

10 BB. Stipulation to Class Certification. The Parties agree to stipulate to class certification
11 for purposes of this settlement only.

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

21 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:
22

23 DATED: Jun 8, 2022
24


Doriceli Rivas (Jun 8, 2022 13:47 PDT)

25 DORICELI RIVAS
26
27
28

1
2
3 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

4 DATED: 6-6-22

5 
SITAJI

6 Nimesh Rathod
7 Printed Name

8 president
9 Title

10
11 IT IS SO AGREED AS TO FORM BY COUNSEL:

12 DATED: June 8, 2022

JCL LAW FIRM, A.P.C.

14 By: 

15 Attorneys for Plaintiff and the Settlement Class
16 Members

17 DATED: June 8, 2022

ZAKAY LAW GROUP, APLC

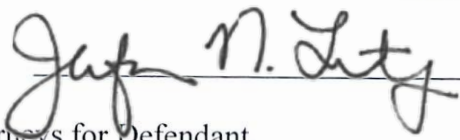
19 By: 

20 Attorneys for Plaintiff and the Settlement Class
21 Members

22
23 DATED: June 6, 2022

JENNIFER N. LUTZ

25 PETTIT KOHN INGRASSIA LUTZ & DOLIN PC

26 By: 

27 Attorneys for Defendant

EXHIBIT A

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

(Rivas v. Sitaji, Riverside County Superior Court Case No. CVRI2101761)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS 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: \$<<Est.SetAmt>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this class notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the Settlement should not be approved. Directions are provided below.

1. Why did I get this Class Notice?

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

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

All non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period.

The “Class Period” is the period of time running from April 15, 2017, to March 11, 2022.

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

2. What is this class action lawsuit about?

On April 15, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Riverside (the “Action”). Plaintiff asserted the following claims alleging that Defendant: (a) Violated California Business and Professions Code sections 17200-17210.; (b) Failed to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code sections 510-558.1 ; (d) Failed to provide required meal periods in violation of California Labor Code sections 226.7 & 512, and the applicable Industrial Welfare Commission (“IWC”) Wage Order ; (e) Failed to provide required rest periods in violation of California Labor Code sections 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse employees for required expenses in violation of California Labor Code section 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code section 226; (h) Failed to provide wages when due in violation of California Labor Code sections 201, 202, and 203; and (i) Violations of the Private Attorney General Act at Labor Code Section 2698-2699.8 (“PAGA”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code.

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 Defendant 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 sections 17200-17210; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On March 11, 2021, the Parties participated in an all-day mediation with Kelly A. Knight, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded in a settlement after both sides agreed to a Mediator’s proposal. The Court granted preliminary approval of the Settlement on **May 24, 2023**. 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, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Eighty-Five Thousand Dollars (\$285,000) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to participating Class Members, Class Counsel Award, Settlement Administration Costs, PAGA Settlement, and the Class Representative Service Award 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 Costs. Payment to the Settlement Administrator, estimated not to exceed \$8,000.00 for expenses, including expenses of sending this Class Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel attorneys' not to exceed one-third of the Gross Settlement Amount (currently \$95,000) plus costs and expenses not to exceed \$15,000 for all costs and expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Award. Class Representative Service Award of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Settlement. A payment of \$10,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500 will be distributed to the Aggrieved Employees ("Aggrieved Employee Payment").
- Calculation of Individual Settlement Payments. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Settlement, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement 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 Individual Payments to Aggrieved Employees. The Aggrieved Employee Payment of the PAGA Settlement shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. The estimated average Individual Payment to each Aggrieved Employee is \$26.59. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between February 8, 2020 to March 11, 2022.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment 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 ensure you receive your payment.

You may find the full text of Settlement Agreement entitled "Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims" attached as Exhibit 1 to the Declaration of Jean-Claude Lapuyade in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on February 2, 2023 with the Riverside County Superior Court, Dept. 6, located at 4050 Main Street, Riverside, CA 92501. You may also find the Settlement Agreement online by visiting the Riverside County Superior Court website <https://www.riverside.courts.ca.gov/>.

Tax Matters. One-third of each Individual Settlement Payment 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. Two-thirds of each Individual Settlement Payment 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 Aggrieved Employee Settlement Payments paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

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

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

5. How much will my payment be?

Defendant's records reflect that you have <<workweeks>> Workweeks worked during the Class Period (April 15, 2017 to March 11, 2022).

Based on this information, your estimated Individual Settlement Payment is \$<<Est.SetAmt>>.

Defendant's records reflect that you have <<PayPeriods>> pay periods worked during the PAGA Period (February 8, 2020 to March 11, 2022).

Based on this information, your estimated PAGA Payment Share is \$<<PAGAEst.Amt>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than **August 10, 2023**. ~~[forty-five (45) days after the Class Notice or re-mailed Class Notice].~~

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc. at 1-888-250-6810.

The Court will hold a hearing on **October 11, 2023**, to decide whether to finally approve the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final approval hearing. 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 Aggrieved Employee Payment.

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 **August 10, 2023**. The address for the Settlement Administrator is **P.O. Box 2031 Tustin, CA 92781**. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit entitled ***Rivas v. Sitaji, Riverside County Superior Court, Case No. CVRI2101761***. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Class Notice." The request for exclusion must contain your name, address, **last four digits of your social security number**, and signature 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 **August 10, 2023**, 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, **last four digits of your social security number**, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Rivas v. Sitaji, Riverside County Superior Court, Case No. CVRI2101761***. 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 August 10, 2023. 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) 599-8292
Fax: (619) 599-8291
Email: shani@zakaylaw.com
Website: www.zakaylaw.com

Counsel for Defendant:

Jennifer N. Lutz
Pettit Kohn Ingrassia &
Dolin, PC
11622 El Camino Real, Suite 300
San Diego, CA 92130
Tel.: (858) 755-8500
Fax: (858) 755-8504
E-Mail: jlutz@pettitkohn.com

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

The Court will hold a Final Approval Hearing at **8:30 AM on October 11, 2023**, at the Riverside County Superior Court, Dept. 10, located at 4050 Main Street, Riverside CA 92501 before Judge Harold W. Hopp. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-888-250-6810 or write to ***Rivas v. Sitaji, Riverside County Superior Court, Case No. CVRI2101761***, Settlement Administrator, c/o ILYM Group Inc., **P.O. Box 2031 Tustin, CA 92781**.

This class 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 CLASS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual 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 those participating Class Members and/or Aggrieved Employees who cashed their checks through a second distribution using the same allocation as the first distribution. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.
- A Spanish version of this notice may be found at www.ilymgroup.com.

EXHIBIT 2

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)599-8292
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mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
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shani@zakaylaw.com
jackland@zakaylaw.com
julicann@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

DORCELI RIVAS, an individual, and on behalf
of herself and on behalf of all persons similarly
situated,

Plaintiffs,

vs.

SITAJI, a California Corporation; and DOES 1
through 50, Inclusive;

Defendants.

Case No. CVRI2101761

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: March 27, 2023

Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 10

Reservation #: 024153637746

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 24 2023

E. Escobedo

1 This matter having come before the Honorable Judge Raquel A. Marquez of the Superior Court
2 of the State of California, in and for the County of Riverside, at 8:30 a.m. on March 27, 2023, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law
4 Group, APLC as counsel for plaintiff DORCELI RIVAS ("Plaintiff"), and Jennifer N. Lutz of Petit
5 Kohn Ingrassia Lutz & Dolin PC appearing for defendant SITAJI (hereinafter "Defendant"). The Court,
6 having carefully considered the briefs, argument of counsel and all the matters presented to the Court,
7 and good cause appearing, hereby GRANTS Plaintiff's Motion for Preliminary Approval of Class
8 Action Settlement.

9 **IT IS HEREBY ORDERED:**

10 1. The Court preliminarily approves the Stipulation of Settlement of Class Action Claims
11 and Release of Claims ("Settlement Agreement" or "Agreement"). This is based on the Court's
12 determination that the Settlement Agreement is within the range of possible final approval, pursuant to
13 the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
14 rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
18 Defendant shall pay is Two Hundred Eighty-Five Thousand Dollars (\$285,000). It appears to the Court
19 on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all
20 Class Members when balanced against the probable outcome of further litigation relating to
21 certification, liability, and damages issues. It further appears that investigation and research have been
22 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
23 further appears to the Court that settlement at this time will avoid substantial additional costs by all
24 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
25 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
26 non-collusive arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
2 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
3 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. Plaintiff seeks a Class Counsel Award in the amount of up-to one-third of the Gross
7 Settlement Amount for attorneys' fees, currently estimated at Ninety Five Thousand Dollars (\$95,000),
8 an award of litigation expenses incurred not to exceed Fifteen Thousand Dollars (\$15,000), and
9 proposed Class Representative Service Award to the Class Representative, Dorceli Rivas, in the amount
10 of Ten Thousand Dollars (\$10,000). While these awards appear to be within the range of
11 reasonableness, the Court will not approve the Class Counsel Award or Class Representative Service
12 Award until the Final Approval Hearing.

13 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 "All of non-exempt employees who are or previously were employed by
18 defendant SITAJI and performed work in California during the period
19 between April 15, 2017 and March 11, 2022."

20 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
21 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
22 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
23 common questions of law and fact predominate, and there is a well-defined community of interest
24 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
25 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
26 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
27 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

to act as counsel for the Class Representative in her individual capacity and as the representative of the Class Members.

8. The Court provisionally appoints plaintiff DORCELI RIVAS as the representative of the Class.

9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm, A.P.C., and Shani O. Zakay, of the Zakay Law Group, APLC, as Class Counsel for the Class Members.

10. The Court hereby approves, as to form and content, the Proposed Notice of Pendency of Class Action Settlement and Final Hearing Date ("Class Notice"), a true and correct copy of which is attached hereto as **Exhibit "1."** The Court finds that the Class Notice appears to fully and accurately inform the Class Members and Aggrieved Employees of all material elements of the proposed Settlement, including right of any Class Member to be excluded from the Class by submitting a written request for exclusion, and of each Class Member's right and opportunity to object to the Settlement. The Court further finds that the distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order meets the requirements of due process, is the most reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in the Agreement. The Exclusion Form and Objection Form shall accompany the Class Notice.

11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. No later than ten (10) business days after the entry of this order, Defendant shall provide, to the Settlement Administrator the Class Data, including information regarding Class Members that Defendant will in good faith compile from its records, including each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall mail and email the Class Notice to all identified, potential Class Members via regular first class U.S. Mail and electronic mail using the most current mailing address information available. The Settlement Administrator shall also be required to perform all duties set forth in the Agreement.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the

1 Settlement. A true and correct copy of the proposed exclusion form is attached hereto as **Exhibit "2."**
2 Any Class Member may individually choose to opt out of and be excluded from the Settlement as
3 provided in the Class Notice by following the instructions for requesting exclusion from the Settlement
4 of the Released Claims that are set forth in the Class Notice and submitting the exclusion form to the
5 Settlement Administrator. All requests for exclusion must be postmarked or received by the Response
6 Deadline which is forty-five (45) calendar days after the date the Class Notice is mailed to the Class
7 Members or, in the case of a re-mailed Class Notice, not more than fifteen (15) calendar days after the
8 original Response Deadline. Any such person who chooses to opt out of and be excluded from the
9 Settlement will not be entitled to an Individual Settlement Payment under the Settlement and will not
10 be bound by the Settlement, or have any right to object, appeal or comment thereon. Class Members
11 who have not requested exclusion shall be bound by all determinations of the Court, the Agreement
12 and Judgment. A request for exclusion may only opt out that particular individual, and any attempt to
13 affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.
14 The Settlement Administrator shall file a declaration concurrently with the filing of the Motion for
15 Final Approval, authenticating a copy of every exclusion form received by the administrator.

16 13. Any Class Member who has not opted out may appear at the final approval hearing and
17 may object or express the Class Member's views regarding the Settlement and may present evidence
18 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
19 by the Court as provided in the Class Notice. Class Members will have forty-five (45) days from the
20 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
21 Settlement Administrator. A true and correct copy of the proposed objection form is attached hereto as
22 **Exhibit "3."** The Settlement Administrator shall file a declaration concurrently with the filing of the
23 Motion for Final Approval authenticating a copy of every objection form received by the Settlement
24 Administrator.

25 14. A final approval hearing shall be held before this Court on July 31, 2023 at 8:30 AM in
26 Department S303 of the Riverside County Superior Court to determine all necessary matters concerning
27 the Settlement, including: whether the proposed settlement of the Action on the terms and conditions
28

provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class; and to finally approve the Class Counsel Award, Class Representative Service Award, and the Settlement Administration Costs. All papers in support of the motion for final approval and the motion for Attorneys' Fees and Costs and Class Representative Service Award shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing. The Settlement Administrator must give notice to any objecting party of any continuance of the hearing of the Motion for Final Approval.

15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

16. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement. In such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.

17. The Court reserves the right to adjourn or continue the date of the final approval hearing

1 and all dates provided for in the Agreement without further notice to Class Members and retains
2 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

3
4
5 Dated:

5/24/23



JUDGE OF THE SUPERIOR COURT

Judge Harold W. Hopp

EXHIBIT 1

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

(Rivas v. Sitaji, Riverside County Superior Court Case No. CVRI2101761)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS 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: \$<<___>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this class notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the Settlement should not be approved. Directions are provided below.

1. Why did I get this Class Notice?

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of Riverside (the "Court") has been reached between Plaintiff Dorceli Rivas ("Plaintiff") and Defendant Sitaji, a California Corporation ("Defendant"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

All non-exempt employees who are or previously were employed by Defendant and performed work in California during the Class Period.

The "Class Period" is the period of time running from April 15, 2017 to March 11, 2022.

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

2. What is this class action lawsuit about?

On April 15, 2021, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Riverside (the “Action”). Plaintiff asserted the following claims alleging that Defendant: (a) Violated California Business and Professions Code sections 17200-17210.; (b) Failed to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1197.1; (c) Failed to pay overtime wages in violation of California Labor Code sections 510-558.1 ; (d) Failed to provide required meal periods in violation of California Labor Code sections 226.7 & 512, and the applicable Industrial Welfare Commission (“IWC”) Wage Order ; (e) Failed to provide required rest periods in violation of California Labor Code sections 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to reimburse employees for required expenses in violation of California Labor Code section 2802; (g) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code section 226; (h) Failed to provide wages when due in violation of California Labor Code sections 201, 202, and 203; and (i) Violations of the Private Attorney General Act at Labor Code Section 2698-2699.8 (“PAGA”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code.

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 Defendant 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 sections 17200-17210; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On March 11, 2021, the Parties participated in an all-day mediation with Kelly A. Knight, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded in a settlement after both sides agreed to a Mediator’s proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Two Hundred Eighty-Five Thousand Dollars (\$285,000) (the “Gross Settlement Amount”) to fund the Settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to participating Class Members, Class Counsel Award, Settlement Administration Costs, PAGA Settlement, and the Class Representative Service Award 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 Costs. Payment to the Settlement Administrator, estimated not to exceed \$8,000.00 for expenses, including expenses of sending this Class Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Award. Payment to Class Counsel attorneys' not to exceed one-third of the Gross Settlement Amount (currently \$95,000) plus costs and expenses not to exceed \$15,000 for all costs and expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Award. Class Representative Service Award of up to Ten Thousand Dollars (\$10,000) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Settlement. A payment of \$10,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$7,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$2,500 will be distributed to the Aggrieved Employees ("Aggrieved Employee Payment").
- Calculation of Individual Settlement Payments. After all the above payments of the court-approved Class Counsel Award, the Class Representative Service Award, the PAGA Settlement, and the Settlement Administration Costs are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Individual Settlement Payment for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement 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 Individual Payments to Aggrieved Employees. The Aggrieved Employee Payment of the PAGA Settlement shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The Aggrieved Employee Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. The estimated average Individual Payment to each Aggrieved Employee is \$26.59. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between February 8, 2020 to March 11, 2022.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Individual Settlement Payment 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 ensure you receive your payment.

You may find the full text of Settlement Agreement entitled "Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims" attached as Exhibit 1 to the Declaration of Jean-Claude Lapuyade in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on February 2, 2023 with the Riverside County Superior Court, Dept. 6, located at 4050 Main Street, Riverside, CA 92501. You may also find the Settlement Agreement online by visiting the Riverside County Superior Court website <https://www.riverside.courts.ca.gov/>.

Tax Matters. One-third of each Individual Settlement Payment 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. Two-thirds of each Individual Settlement Payment 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 Aggrieved Employee Settlement Payments paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

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

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

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (April 15, 2017 to March 11, 2022).

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

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (February 8, 2020 to March 11, 2022).

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

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

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: ILYM Group, Inc. at 1-888-250-6810.

The Court will hold a hearing on _____ to decide whether to finally approve the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final approval hearing. 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 Aggrieved Employee Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is 14771 Plaza Drive, Ste. L, Tustin, CA 92780. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Rivas v. Sitaji, Riverside County Superior Court, Case No. CVRI2101761*. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Class Notice." The request for exclusion must contain your name, address, and signature for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Rivas v. Sitaji, Riverside County Superior Court, Case No. CVRI2101761*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

Written objections must be delivered or mailed to the Settlement Administrator no later than _____. The address for the Settlement Administrator is ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780.

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: jlapyade@jcl-lawfirm.com

Class Counsel:

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

Counsel for Defendant:

Jennifer N. Lutz
Pettit Kohn Ingrassia &
Dolin, PC
11622 El Camino Real, Suite 300
San Diego, CA 92130
Tel.: (858) 755-8500
Fax: (859) 755-8504
E-Mail: jlutz@pettitkohn.com

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

The Court will hold a Final Approval Hearing at 00:00 AM/PM on _____, at the Riverside County Superior Court, Dept. 10, located at 4050 Main Street, Riverside CA 92501 before Judge Harold W. Hopp. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-888-250-6810 or write to *Rivas v. Sitaji, Riverside County Superior Court, Case No. CVRI2101761*, Settlement Administrator, c/o _____.

This class 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 CLASS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual 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 those participating Class Members and/or Aggrieved Employees who cashed their checks through a second distribution using the same allocation as the first distribution. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

Superior Court of California, County of Riverside
Rivas v. Sitaji
Riverside County Superior Court Case No. CVRI2101761

REQUEST FOR EXCLUSION

Instructions: Please complete this Form **ONLY IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT** that is described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. If you choose to complete this Form, the deadline for mailing it to the Settlement Administrator is **[** INSERT DATE**]**. Please note that exclusion from the Settlement does not result in exclusion of the PAGA Settlement

I. PERSONAL INFORMATION

Name (first, middle and last): _____
Home Street Address: _____
City, State, Zip Code: _____
Telephone Number: (____) _____

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I wish to opt out of the settlement of the class action lawsuit entitled *Dorceli Rivas v. Sitaji*, Case No. CVRI2101761, filed in the Superior Court of California, County of Riverside. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in the Notice Pendency of Class Action Settlement and Final Hearing Date that accompanies this Form. I understand that exclusion from the Settlement does not result in exclusion from the PAGA Settlement.

Any Class Member that submits a timely Request for Exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the PAGA Settlement.

III. MAILING INSTRUCTIONS

If you choose to return this Form, you must return it to the Settlement Administrator postmarked on or before **[**INSERT DATE**]** AT THE ADDRESS LISTED BELOW:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

IV. PLEASE SIGN BELOW

I declare that the foregoing is true and correct.

Dated: _____

(Signature)

(Print Name)

EXHIBIT 3

EXHIBIT 3

Natalia Michele

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, February 2, 2023 4:11 PM
To: Natalia Michele
Subject: Thank you for your Proposed Settlement Submission

02/02/2023 04:10:14 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 4

EXHIBIT 5

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Rivas v. Sitaji (002-183)							
01/29/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Client Documents and Employee File Production	550.00	2:30	1,375.00	1,375.00
02/03/2021	No	Jean Claude Lapuyade	Legal Research - LWDA Notice Requirements (Statutes and Cases)	550.00	3:00	1,650.00	3,025.00
02/05/2021	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited LWDA Notice	550.00	3:12	1,760.00	4,785.00
08/03/2021	No	Jean Claude Lapuyade	Case Management - Drafted Joint CMS	550.00	1:00	550.00	5,335.00
09/28/2021	No	Jean Claude Lapuyade	Pleadings - Draft, Review and Revise Stip to Stay	550.00	1:30	825.00	6,160.00
10/11/2021	No	Jean Claude Lapuyade	Drafted Change of Address	550.00	0:48	440.00	6,600.00
11/10/2021	No	Jean Claude Lapuyade	Mediation - TCW OC Re Data for Mediation	550.00	0:30	275.00	6,875.00
11/16/2021	No	Jean Claude Lapuyade	Pleading - Drafted Stipulation to Stay	550.00	0:48	440.00	7,315.00
11/21/2021	No	Jean Claude Lapuyade	Discovery - Telephonic Meet and Confer Re Data Sample	550.00	1:00	550.00	7,865.00
12/12/2021	No	Jean Claude Lapuyade	Pleadings - Review and Revise Stipulation to Stay	550.00	1:00	550.00	8,415.00
12/15/2021	No	Jean Claude Lapuyade	Revisions and correspondence with OC re Stip to Stay	550.00	0:12	110.00	8,525.00
01/20/2022	No	Jean Claude Lapuyade	Correspondence to/from OC regarding Stip to Stay.	550.00	0:18	165.00	8,690.00
01/21/2022	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Stip to Stay Pending Mediation	550.00	1:00	550.00	9,240.00
02/25/2022	No	Jean Claude Lapuyade	Legal Research - Mediation Brief Issues (Meal, Reset and Off the Clock)	550.00	5:12	2,860.00	12,100.00
03/01/2022	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revise and Edited Mediation Brief	550.00	5:42	3,135.00	15,235.00
03/03/2022	No	Jean	Law and Motion - Drafted, Edited and Revised	550.00	2:00	1,100.00	16,335.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Claude Lapuyade	Mediation Brief				
03/11/2022	No	Jean Claude Lapuyade	Mediation - Attended Mediation	550.00	8:00	4,400.00	20,735.00
03/21/2022	No	Jean Claude Lapuyade	Drafted - Class SAR	550.00	5:30	3,025.00	23,760.00
03/21/2022	No	Jean Claude Lapuyade	Settlement - Drafted Class Notice	550.00	1:30	825.00	24,585.00
03/22/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Bid	550.00	0:18	165.00	24,750.00
03/28/2022	No	Jean Claude Lapuyade	Case Management - Drafted Status Letter to Client	550.00	0:24	220.00	24,970.00
03/28/2022	No	Jean Claude Lapuyade	Case Management - Phone Call with client re email correspondence	550.00	0:24	220.00	25,190.00
04/11/2022	No	Jean Claude Lapuyade	Settlement - Drafted SAR Revisions	550.00	0:48	440.00	25,630.00
04/20/2022	No	Jean Claude Lapuyade	Settlement - Drafted Objection Form	550.00	0:24	220.00	25,850.00
04/20/2022	No	Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited SAR and Class Notice per CMO	550.00	1:30	825.00	26,675.00
04/20/2022	No	Jean Claude Lapuyade	Settlement - R&R Long Form Settlement Agreement	550.00	1:54	1,045.00	27,720.00
05/02/2022	No	Jean Claude Lapuyade	Settlement - Revised Settlement Agreement, Notice, Opt Out and Exclusion Forms	550.00	1:30	825.00	28,545.00
05/04/2022	No	Jean Claude Lapuyade	Settlement - Revisions to Class SAR and Class Notice. Email to OC with drafts.	550.00	0:48	440.00	28,985.00
05/11/2022	No	Jean Claude Lapuyade	Emails to OC following up on comments to SAR	550.00	0:24	220.00	29,205.00
05/16/2022	No	Jean Claude Lapuyade	Emails following up regarding Class SAR, Notice, Objection Form and Exclusion Form	550.00	0:18	165.00	29,370.00
05/17/2022	No	Jean Claude Lapuyade	Emails to/from OC re SARs and forms.	550.00	0:18	165.00	29,535.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
05/19/2022	No	Jean Claude Lapuyade	Emails to/from OC re SARs	550.00	0:18	165.00	29,700.00
05/19/2022	No	Jean Claude Lapuyade	Emails to/from OC Re Settlement Agreement	550.00	0:30	275.00	29,975.00
05/23/2022	No	Jean Claude Lapuyade	Emails to/from OC re SARS	550.00	0:24	220.00	30,195.00
05/25/2022	No	Jean Claude Lapuyade	Emails to/from OC re Class SAR, Notice and required Forms	550.00	0:18	165.00	30,360.00
05/26/2022	No	Jean Claude Lapuyade	Circulated final copies of SAR for execution	550.00	0:24	220.00	30,580.00
06/08/2022	No	Jean Claude Lapuyade	Phone Call with client to discuss SAR	550.00	0:36	330.00	30,910.00
06/28/2022	No	Jean Claude Lapuyade	Legal Research - Motion for Preliminary Approval Burdens and Case Law	550.00	3:24	1,870.00	32,780.00
07/05/2022	No	Jean Claude Lapuyade	Case Management - Drafted Joint CMS	550.00	1:00	550.00	33,330.00
07/12/2022	No	Sydney Castillo-Johnson	Case management - review case history, joint status conference statement, and prepare for CMC	300.00	1:00	300.00	33,630.00
07/27/2022	No	Jean Claude Lapuyade	Case Management - Phone call with client re status, approval and timeline.	550.00	0:24	220.00	33,850.00
09/06/2022	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Finalized CMS	550.00	0:42	385.00	34,235.00
11/15/2022	No	Monnett DeLaTorre	Review Court's notice of continuing case management conference to January	500.00	0:06	50.00	34,285.00
11/21/2022	No	Jean Claude Lapuyade	Law and Motion - R&R Admin Dec. ISO MPA	550.00	0:30	275.00	34,560.00
01/02/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revise and Edited MPA	550.00	0:54	495.00	35,055.00
01/05/2023	No	Jean Claude Lapuyade	Legal Research - MPA Issues (Nature of the Work on Duty MP Cases)	550.00	1:24	770.00	35,825.00
01/09/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MPA	550.00	0:18	165.00	35,990.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
01/16/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Form	550.00	0:30	275.00	36,265.00
01/30/2023	No	Jean Claude Lapuyade	Law and Motion - Revised MPAs P&As	550.00	1:12	660.00	36,925.00
01/31/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Declaration ISO MPA	550.00	0:36	330.00	37,255.00
02/02/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Report Re Notice	550.00	0:18	165.00	37,420.00
03/22/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Court's MO Re MPA	550.00	0:12	110.00	37,530.00
03/28/2023	No	Jean Claude Lapuyade	Case Management - Drafted, Revised Joint CMS	550.00	0:24	220.00	37,750.00
04/11/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Report from Hearing	550.00	0:18	165.00	37,915.00
04/25/2023	No	Jean Claude Lapuyade	Caser Management - TCW Client Re MPA Timeline	550.00	1:00	550.00	38,465.00
05/01/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Supp. Papers ISO MPA	550.00	2:06	1,155.00	39,620.00
05/03/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from Admin Re Supp. MPA Material Mishap	550.00	1:12	660.00	40,280.00
05/03/2023	No	Monnett DeLaTorre	Review final approval papers, review court's tentative, review supplemental papers and note additional information still needed in preparation for attending final approval hearing.	500.00	0:30	250.00	40,530.00
05/04/2023	No	Monnett DeLaTorre	Law and Motion - Emails to/from OC Re Supp. MPA Papers	500.00	0:18	150.00	40,680.00
05/24/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Report from JA Re MPA Hearing	550.00	0:24	220.00	40,900.00
05/24/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from Admin Re Class Notice and Timeline	550.00	0:42	385.00	41,285.00
05/30/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Timeline	550.00	0:48	440.00	41,725.00
05/31/2023	No	Jean Claude	Settlement - Emails to/from OC Re Class Data	550.00	0:18	165.00	41,890.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
06/12/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - Emails to/from Admin and OC Re Class Data	550.00	0:36	330.00	42,220.00
07/07/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:12	110.00	42,330.00
07/14/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	42,495.00
07/28/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:18	165.00	42,660.00
08/05/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:24	220.00	42,880.00
08/10/2023	No	Lapuyade Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:12	110.00	42,990.00
09/08/2023	No	Lapuyade Jean Claude Lapuyade	Legal Research - Motion for Fees (Loadstar Cases)	550.00	3:00	1,650.00	44,640.00
09/11/2023	No	Lapuyade Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited MFA	550.00	2:24	1,320.00	45,960.00
Total for Rivas v. Sitaji (002-183)					84:06	\$45,960.00	

EXHIBIT 6

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Rivas v. Sitaji (002-183)						
04/30/2021	Journal Entry	Apr. 2022 Postage		Copies for Apr. 2021	0.90	0.90
10/14/2021	Expense		One Legal LLC	One Legal Order Number: 17066634 - Filing Fee Re: Notice of Change of Firm Address	15.39	16.29
10/27/2021	Check	2618	Judicate West	Invoice Number 546009 - re: Mediation	1,562.50	1,578.79
11/15/2021	Journal Entry	Sept 2022 Postage		Copies for Sep 2021	0.80	1,579.59
11/30/2021	Journal Entry	Nov 2021 Postage		Postage for Nov 2021	0.53	1,580.12
11/30/2021	Journal Entry	Nov 2021 Postage		Copies for Nov 2021	0.10	1,580.22
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	0.40	1,580.62
02/15/2022	Check	2731	Judicate West	Invoice Number 54610 - re: Mediation	1,562.50	3,143.12
02/28/2022	Journal Entry	Feb 2022 Postage		Postage for Feb 2022	0.53	3,143.65
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	0.20	3,143.85
03/15/2022	Check	2758	Berger Consulting Group	Inv. 5716	350.00	3,493.85
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	0.40	3,494.25
03/31/2022	Journal Entry	Mar 2022 Postage		Postage for Mar 2022	0.53	3,494.78
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	0.50	3,495.28
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	0.20	3,495.48
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	0.30	3,495.78
09/14/2022	Expense		One Legal LLC	One Legal Order Number: 18909878 - Filing Fee Re: Case Management Statement, Proof of Service	16.78	3,512.56
11/30/2022	Journal Entry	Nov. 2022 Postage		Copies for November 2022	0.30	3,512.86
12/30/2022	Expense		One Legal LLC	One Legal Order Number: 19547396 - Filing Fee Re: Case Management Statement, Proof of Service	16.78	3,529.64
12/31/2022	Journal Entry	Dec 2022 Postage		Copies for December 2022	0.10	3,529.74
01/31/2023	Journal Entry	Jan 2023 Postage		Copies for January 2023	0.40	3,530.14
03/31/2023	Journal Entry	Mar 2023 Postage		Copies for March 2023	0.20	3,530.34
05/31/2023	Journal Entry	May 2023 Postage		Postage for May 2023	3.90	3,534.24
05/31/2023	Journal Entry	May 2023 Postage		Copies for May 2023	15.25	3,549.49
06/30/2023	Journal Entry	June 2023 Postage		Copies for June 2023	0.10	3,549.59

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
Total for Rivas v. Sitaji (002-183)					\$3,549.59	
TOTAL					\$3,549.59	

EXHIBIT 7

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

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

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

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