

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 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3500
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

BRITTANI POWELL, MELANIE
MCCONNAUGHY, and ROSCOE SIMPSON
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

CORE COMMUNITY ORGANIZED RELIEF
EFFORT, a California Nonprofit Corporation
and DOES 1 through 50, Inclusive,

Defendants.

Case No. CGC-21-596527

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

Date: September 4, 2023

Time: 9:30 a.m.

Judge: Hon. Samuel K. Feng

Dept.: 302

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for
5 Plaintiffs BRITTANI POWELL and MELANIE MCCONNAUGHY (hereafter "Plaintiffs") in this
6 wage and hour class action filed against CORE COMMUNITY ORGANIZED RELIEF EFFORT
7 (hereinafter "Defendant").

8 2. This declaration is being submitted in support of Plaintiffs' motion for Preliminary
9 Approval of Class and PAGA Action Settlement.

10 **I. EXHIBITS**

11 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Class
12 Action and PAGA Settlement Agreement ("Agreement" or "Settlement Agreement"). Attached as
13 **Exhibit "A"** to the Agreement is a true and correct copy of the proposed Class Notice.

14 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the proof of filing with the
15 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
16 and Motion for Preliminary Approval of Class Action and PAGA Settlement evidencing Class
17 Counsel's compliance with California Labor Code Section 2699(l)(2).

18 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the JCL Law Firm "Firm
19 Resume" detailing some of the major cases the JCL Law Firm has undertaken.

20 **II. INTRODUCTION**

21 6. objective evaluation of the Settlement confirms that the relief negotiated on behalf of the
22 Class is fair, reasonable, and adequate. The Settlement was negotiated by the Parties at arm's length.
23 The Settlement confers substantial benefits to the Participating Class Members. The relief offered by
24 the Settlement is particularly impressive when viewed against the difficulties encountered by plaintiffs
25 pursuing wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class
26 Members will not have to wait (possibly years) for relief, nor will they have to bear the risk of class

1 certification being denied or of Defendant prevailing at trial. At the time of mediation, there were
2 approximately 1,907 Aggrieved Employees during the PAGA Period. The entire Net Settlement
3 Amount will be paid to all Participating Class Members who do not opt out of the Settlement resulting
4 in an average Individual Class Payment of **\$576.14**.

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

10 **III. FACTS AND PROCEDURE**

11 **A. Overview of the Litigation**

12 8. Defendant provides crisis responses services throughout California, including in San
13 Francisco, where Plaintiffs worked. Plaintiff Powell was employed by Defendant from January of 2021
14 to approximately May 26, 2021 as a non-exempt employee. Plaintiff McConnaughy was employed by
15 Defendant from April of 2020 to January 2, 2021 as a non-exempt employee. Plaintiff Simpson was
16 employed by Defendant from November of 2021 to April of 2022 as a non-exempt employee. Plaintiffs
17 allege that they were denied legally compliant meal and rest periods, and minimum wages and overtime
18 compensation at all times during their employment. Throughout their employment, Plaintiffs were
19 subject to Defendant's written policies and procedures contained in, among other documents, the
20 "Employee Handbook."

21 9. Generally, Plaintiffs claim that Defendant failed to pay for all time worked, including
22 reporting time pay and split shift premiums, failed to provide compliant meal and rest periods, failed to
23 reimburse for mandatory business expenses, failed to furnish accurate itemized wage statements, and
24 failed to pay all wages upon separation. Defendant denies liability for each of Plaintiffs' claims. Further,
25 Defendant asserts that it fully complied with all applicable employment laws and raised several other
26 significant defenses to Plaintiffs' claims, including but not limited to, facially compliant meal and rest
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1 period policies, compliant wage statements, compliant reimbursement practices, and it timely paid all
2 wages due upon separation of employment.

3 10. On September 2, 2021, Plaintiff Powell served Defendant and the Labor and Workforce
4 Development Agency (“LWDA”) with a Notice of Violations (“PAGA Notice”). Plaintiff Powell’s
5 PAGA Notice set forth the facts and theories supporting Defendant’s alleged violations of various
6 provisions of the California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage
7 Order and of their intent to pursue claims under California Labor Code Private Attorneys General Act,
8 Cal. Lab. Code Sections 2698 *et seq* (“PAGA”).

9 11. On November 8, 2021, Plaintiff Powell filed a class action complaint in the San Francisco
10 County Superior Court, Case No. CGC-21-596527 (“Action”). The Action alleged nine causes of action
11 against Defendant for: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 1700, *et. seq.*;
12 (2) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*, (3) Failure to Pay
13 Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (4) Failure to Provide Required
14 Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5)
15 Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the
16 Applicable IWC Wage Order; (6) Failure to Reimburse for Required Expenses in violation of Cal. Lab.
17 Code § 2802; (7) Failure to Provide Accurate Itemized Wage Statements in violation of Cal. Lab Code
18 §226; (8) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203; (9)
19 Violation of the Private Attorneys General Act [Labor Code §§ 2698, *et. seq.* (“PAGA”).

20 12. On July 22, 2022, Plaintiff Simpson served Defendant and the LWDA with a PAGA
21 Notice. On January 9, 2023, Plaintiff Simpson filed a representative action complaint in the Los
22 Angeles Superior Court, Case No. 23STCV00412 (“*Simpson* Action”). The Simpson Action alleged a
23 single cause of action for violation of PAGA

24 13. The Parties agreed relatively early to mediate this action. To prepare for mediation, the
25 Parties agreed to informally produce additional documents and data points subject to the mediation
26 privilege, including but not limited to, the Class Members’ time data and certain payroll data points.

1 As discussed *infra*, Plaintiffs' counsel retained the forensic consultants at Berger Consulting Group
2 ("BCG") to analyze Defendant's time and payroll data.

3 14. On October 11, 2022, the Parties participated in a full day mediation with highly regarded
4 wage and hour and PAGA mediator Tripper Ortman, Esq. The mediation concluded with a settlement
5 after both sides agreed to a Mediator's proposal which was subsequently memorialized in the form of a
6 Memorandum of Understanding. After the Parties reached a settlement in the *Powell* Action, the Parties
7 subsequently renegotiated the terms of the settlement for purposes of reaching a global settlement in
8 both the *Powell* Action and the *Simpson* Action. Thereafter, the Parties drafted and negotiated a long-
9 form settlement agreement, which is the subject of the instant motion.

10 15. On June 21, 2023, Plaintiffs filed a First Amended Complaint in the Action for the
11 purpose of adding Plaintiff McConaughy and Plaintiff Simpson to the Action and to add allegations
12 for Defendant's failure to provide personnel files, failure to provide reporting time pay, and failure to
13 compensate for split shifts.

14 **B. Class Counsel Thoroughly Investigated the Factual and Legal Issues**

15 16. Months before filing the Action, Class Counsel began its pre-filing investigation into the
16 Plaintiffs' complaints. Class Counsel's investigation started with several lengthy interviews with
17 Plaintiffs. As part of the interview process, the Plaintiffs produced documents related to their
18 employment, including portions of Defendant's handbooks, compensation policies and time and payroll
19 records. At the conclusion of the interviews, Class Counsel determined that Plaintiffs' complaints
20 justified further inquiry.

21 17. Class Counsel subsequently requested Plaintiffs' employee files from Defendant. In
22 response, Defendant produced hundreds of pages of documents, including but not limited, copies of
23 Plaintiffs' hiring documents and payroll and time records. Class Counsel reviewed and analyzed the
24 documents and determined the documents appeared to substantiate Plaintiffs' claim that Defendant's
25 failed to, among other things, provide accurate wage statements and to provide compliant meal and rest
26 periods.

1 18. To prepare for mediation, Defendant produced the time and payroll records for the Class
2 Members, aggregate workweek and pay period data for the Class Members, aggregate meal premiums
3 paid to the Class Members, average hourly rate for the Class Members, and copies of applicable
4 handbooks, policies, and agreements. In total, Class Counsel reviewed more than 200 pages of
5 documents and more than 4 million unique cells of time and payroll data.

6 19. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class
7 Members' payroll and time data. BCG provides data analysis and damage modeling consulting
8 services, specializing in wage and hour class actions. BCG's team of financial and data analysts are
9 credentialed and experienced experts in their fields and have provided their expertise on thousands of
10 cases.

11 20. BCG analyzed Defendant's time and payroll data to assist in the development of various
12 damage models. Among other things, BCG determined the approximate amount of unpaid wages,
13 amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and
14 average number of hours worked per week. BCG also estimated the number of missed, late, or truncated
15 meal and rest periods, the amount of unpaid wages, the amount of unreimbursed expenses, the amount
16 of unpaid overtime, the amount of unreimbursed business expenses, and the amount of missed meal and
17 rest period premiums paid during the Class Period.

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

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

9 **C. The Parties Settled at Mediation**

10 23. On October 11, 2022, the Parties conducted a full day of mediation with Tripper Ortman,
11 Esq. Mediator Ortman helped manage the Parties' expectations and provided a useful, neutral analysis
12 of the issues and risks to both sides. The Parties made substantial progress with Mediator Ortman's
13 assistance. Namely, the Parties exchanged information regarding their respective claims and defenses,
14 including their respective evaluation of the damages.

15 24. The mediation concluded with a settlement, after both sides agreed to a Mediator's
16 proposal. The complete and final terms of the Parties' settlement are now set forth in the Agreement.
17 Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable compromise of
18 the claims at issue.

19 **IV. ARGUMENT**

20 **A. The Court Should Preliminarily Approve the Settlement**

21 25. The Total Settlement Amount of \$2,030,000.00 is fair and reasonable considering the
22 nature and magnitude of the claims being settled and the various potential impediments to recovery.
23 Prior to mediation, Class Counsel retained Berger to develop economic damage models measuring
24 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
25 various models were informed by Class Counsel's investigation, including the analysis of a significant
26 sample of time and payroll data. Class Counsel projected Defendant's liability exposure for *class claims*

(excluding PAGA Penalties) ranged between \$4,152,115.80 (“Realistic Damages”) and \$17,642,229.00 (“Maximum Damages”) if successful at trial. This range reflects the uncertainty regarding several of the claims. Thus, the Total Settlement Amount represents a recovery of between 48.89% (“Realistic Damages”) and 11.51% (“Maximum Damages”) of Defendant’s class-wide exposure – well within the recognized range of reasonableness. The following summarizes Defendant’s liability exposure.

26. Plaintiffs’ primary claim in this Action alleges that Defendant failed to provide compliant meal periods. Specifically, Plaintiffs alleges that as a result of their rigorous work schedules, Plaintiffs, Class Members, and Aggrieved Employees were not able to take timely and duty-free meal periods. Consequently, Plaintiffs allege that they are owed meal period premiums for meal period violations that occurred during the Class Period. An analysis of the Class Members’ time and payroll data revealed a modest 58% meal period violation rate.

27. Conversely, Defendant argued, among other things, that it provided all their employees, i.e., Class Members and Aggrieved Employees, with the opportunity to take compliant meal periods. Defendant also argued that it maintained facially compliant meal period policies and that it paid automatic meal period premiums. Thus, Defendant argued that there was no potential liability for Plaintiffs’ alleged meal period violations and any claimed violations required a highly individualized inquiry not suitable to class treatment.

28. Consequently, Plaintiffs applied a 50% discount to this claim to account for the modest violation rate, facially compliant policies, and payment of meal period premiums. Plaintiffs estimated that the damages for this claim ranged from approximately \$1,018,148.40 dollars to approximately \$2,036,296.80 dollars.

29. Plaintiffs also alleged that Defendant failed to provide compliant rest periods. Specifically, Plaintiffs alleged that because of their rigorous work schedules, Plaintiffs, Class Members, and Aggrieved Employees were not able to take timely and duty-free rest periods. Like the meal period violations, BCG assumed an identical 58% violation rate for rest periods based on Plaintiffs’ testimony and investigation.

1 30. Again, Defendant denied liability and asserted that it maintained legally compliant rest
2 period policies and practices throughout the Class Period. Moreover, Plaintiffs recognize the
3 evidentiary burdens establishing this claim. Establishing Plaintiffs' rest period claim would rely, almost
4 entirely, on Class Member testimony, making it a riskier claim at class certification and liability stages.
5 Certification likely would have required depositions of Class Members who provided declarations, and
6 Defendant surely would have obtained opposing declarations stating either rest breaks were taken, or
7 rest breaks were voluntarily waived. *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013)
8 2013 WL 210223, at *11 ("Because of the competing testimony before the Court, plaintiff's evidence
9 that defendant may have an illegal, written rest break policy is insufficient for this Court to find that
10 common issues predominate."); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012)
11 2012 WL 5503550, at *8 ("Indeed, Plaintiff's own evidence confirms that the written policy does not
12 generate uniform practices."). Accordingly, Plaintiffs' Realistic Damage model applied a 50% discount
13 to the rest break claim. Plaintiffs estimated the range of potential outcomes for this claim was between
14 approximately \$1,279,972.80 dollars to approximately \$2,559,945.60 dollars.

15 31. Plaintiffs also alleged that Defendant failed to pay its employees for all hours worked.
16 Specifically, Plaintiffs asserted that Defendant failed to pay employees for time spent taking physical
17 COVID-19 tests before the start of their shifts. Based on Plaintiffs' testimony and Class Counsel's
18 investigation, BCG estimated that Class Members performed approximately five (5) minutes of unpaid
19 work taking COVID-19 tests before every shift. Additionally, Plaintiffs alleged that Defendant failed
20 to pay reporting time pay during those shifts when employees reported to work as scheduled but were
21 not put to work for at least half of their scheduled day's work. Further, Plaintiffs alleged that Defendant
22 failed to pay split shift premiums on days when employees worked more than one shift in a given day.
23 As a result, Plaintiffs, Class Members, and Aggrieved Employees forfeited compensation, including
24 overtime wages, for all the time they spent working under Defendant's control.

25 32. Defendant vigorously denied liability for this claim. Further, Defendant asserted that it
26 had in place a written policy requiring its employees to accurately record all their time worked daily
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1 and argued that such written policies and procedures directed its employees not to work while off the
2 clock. Further, Defendant argued that the off-the-clock claim was not suitable to class treatment
3 because individualized issues predominated. For example, even assuming Plaintiffs performed work
4 while off-the-clock, which Defendant disputes, the time spent would vary drastically from class member
5 to class member that it could not be established by common proof. Plaintiffs recognized the risks and
6 uncertainties of certifying this claim. Consequently, Plaintiffs' Realistic Damage model applied a 75%
7 discount to this claim. Plaintiffs estimated Defendant's exposure for this claim ranged between
8 \$94,802.40 dollars and \$379,209.60 dollars.

9 33. Plaintiffs alleged that Defendant required Class Members and Aggrieved Employees to
10 use their personal cellular phones as a result of and in furtherance of their job duties but were not
11 reimbursed by Defendant. California employers who require employees to incur personal business
12 expenses for work purposes must reimburse the employee for the cost incurred. (*See* Cal. Labor Code
13 § 2802(a), providing that "An employer shall indemnify his or her employee for all necessary
14 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
15 duties, or of his or her obedience to the directions of the employer..."). Specifically, Plaintiffs, Class
16 Members, and Aggrieved Employees were required to download the mobile application "ADP" on their
17 personal cell phone to record their hours worked. BCG estimated a reasonable \$15 monthly
18 reimbursement rate for Class Members for the use of their personal cell phones.

19 34. Again, Defendant denied any liability for this claim. Defendant argued that its written
20 policies provide for reimbursement to employees for necessary business expenses incurred in the
21 discharge of the employees' duties or at Defendant's direction. Thus, Defendant argued that even if
22 Plaintiffs were successful in this claim only a small number – approximately half – of the Participating
23 Class Members would be entitled to relief. This claim was also heavily discounted by 85% based on
24 Defendant's defenses. Plaintiffs estimated Defendant's exposure for this claim ranged between
25 approximately \$218,332.50 dollars and approximately \$873,330.00 dollars.

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35. Plaintiffs also alleged that Defendant failed to furnish its employees with accurate itemized wage statements. Specifically, Plaintiffs alleges that as a result of Defendant's failure to provide meal and rest periods as required by the California Labor Code, Plaintiffs and other Class Members are entitled to derivative wage statement penalties. (*See Naranjo v. Spectrum Security Services* (2022) 13 Cal. 5th 93 (concluding that meal premiums are "wages" entitling employees to derivative wage statement penalties). Further, Defendant argued that even if it failed to furnish accurate wage statements, Plaintiffs could not establish the injury requirement on a class-wide basis. As a result, Plaintiffs discounted this claim 50% to account for this risk. Plaintiffs estimated that Defendant's exposure on this claim ranged between \$602,525.00 dollars and \$2,410,100 million dollars.

36. Plaintiffs also alleged that the Defendant's labor code violations resulted in derivative liability for waiting time penalties. Although these *penalties* represented Defendant's largest dollar amount of exposure, this is Plaintiffs' most uncertain claim. Specifically, Defendant argued that Plaintiffs could not prove the "willful" prong needed to obtain waiting time penalties under Labor Code section 203. Notwithstanding the uncertain nature of the claims, Class Counsel's Realistic Model discounted the waiting time penalty claim by 85% and estimated Defendant's exposure for these claims ranged between \$938,334.70 dollars and \$9,383,347 million dollars.

37. Class Counsel's damage models also estimated Defendant's exposure for PAGA penalties. At the time of mediation, Plaintiffs estimated Defendant's PAGA exposure ranged between \$126,675.00 dollars and \$8,304,200 million dollars.

38. Here, the Parties negotiated a good faith PAGA Settlement Amount in the amount of \$100,000.00 which is 4.9% of the Total Settlement Amount. This amount falls well within the range of approved PAGA Settlement Amount. Seventy-Five percent (75%) of the PAGA Settlement Amount (\$75,000.00) will be paid to the LWDA (“LWDA PAGA Payment”) with the remaining twenty-five percent (25%) of the PAGA Settlement Amount (\$25,000.00) will be distributed to the Aggrieved Employees, which is within the range of PAGA Settlement Amount approved by courts and should be approved.

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

40. Finally, continuing to litigate this action would require continued and extensive resources coupled with significant Court time to proceed through trial and post-trial motions; which can often take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. But even if Plaintiffs are successful at trial, Plaintiffs are acutely aware that a judgment does not end the litigation. Plaintiffs fully expect

1 that Defendant would appeal any favorable judgment. As demonstrated by *Magadia, supra*, 999 F.3d
2 668, the risk of an appeal and subsequent reversal is real.

3 41. In this matter, Class Counsel negotiated a Total Settlement Amount of \$2,030,000.00 that
4 is roughly between approximately 48.89% of Defendant's *class-wide* liability exposure for damages,
5 and approximately 11.51% of Defendant's maximum class wide liability exposure for damages and
6 statutory penalties. Given the amount of the settlement here, as compared to potential value of the
7 claims, offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.

8 **C. Proposed Notice Informs the Class About the Case and Settlement**

9 42. The Parties jointly drafted the Class Notice which fairly and neutrally informs the Class
10 Members of their rights and remedies. The Settlement Administrator will first verify addresses, then
11 mail the proposed Class Notice to all Class Members. The Notice will include information regarding
12 the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the
13 procedure, and time period within which to requests for exclusions or objections to the Settlement, the
14 date for the final approval hearing, the formula used to calculate settlement payments, and the terms
15 and scope of the Released Claims. Agreement at § 1.10. The Parties negotiated this method to ensure
16 delivering the most reasonable method of notice to the Class Members while ensuring cost effective
17 administration of the Settlement.

18 43. Accordingly, both the method of disseminating the Class Notice and content of the Class
19 Notice satisfy due process. (*See* C.R.C. 3.776(e)-(f); *State of Cal. v. Levi Strauss* (1986) 41 Cal.3d
20 460,485 (the class notice must "fairly apprise the class members of the terms of the proposed
21 compromise and of the options open to dissenting class members.").)

22 **C. The Court Should Preliminarily Approve the Class Representative Service Award**

23 44. The Settlement provides for an Enhancement Payment of \$12,500.00 to each Plaintiff.
24 The service award is fair and reasonable compensation for the Plaintiffs' efforts bringing the action,
25 assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on
26 the status of their case and the strategies for prosecuting the claims, reviewing the proposed Settlement
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to ensure that its terms are fair and provide adequate relief for the Participating Class Members, and agreeing to provide Defendant a general release of all claims arising out of their employment.

45. Class Counsel on behalf of Plaintiffs will file a formal motion for the negotiated Enhancement Payment once preliminary approval of the Settlement is granted. Plaintiffs respectfully submit that the above showing is sufficient for preliminary approval of the negotiated Enhancement Payment.

D. The Court Should Preliminary Approve the Negotiated Class Counsel Award

46. Class Counsel took this matter on a contingency fee basis and invested significant time and expense successfully prosecuting Plaintiffs' claims. As discussed *supra*, the estimated average Individual Class Payment illustrates the demonstrably positive outcome for the Participating Class Members. Considering the positive outcome for the Class Members, and in light of the supporting authority, the proposed Attorneys' Fees and Costs are fair and reasonable.

47. Plaintiffs will file a formal motion for the negotiated Attorneys' Fees and Costs once preliminary approval of the Settlement is granted. Plaintiffs respectfully submit that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

E. The Court Should Provisionally Certify the Settlement Class

48. For Settlement purposes only, Plaintiffs contend, and Defendant does not dispute, that provisional certification of the Class is appropriate.

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

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

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1 51. Plaintiffs' wage and hour claims are typical of the proposed Class because they arise from
2 the same factual basis and are based on the same legal theories applicable to the other Class Members.
3 Likewise, Plaintiffs' interests are entirely coextensive with the interests of the Class. Plaintiffs allege
4 that she was injured by the same company-wide practices to which the proposed Class Members were
5 subject to and seek the same relief. Plaintiffs have already demonstrated their ability to advocate for the
6 interests of the Class Member by initiating this litigation, undertaking extensive class discovery, and
7 evaluating the proposed settlement to assure that it is fair.

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

13 **F. Class Counsel's Experience**

14 53. Plaintiff, the Settlement Class Members and the Aggrieved Employees are represented
15 by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC
16 ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and
17 consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-
18 party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq.
19 (Partner/Owner), Sydney Castillo-Johnson (Associate Attorney), Monnett De La Torre (Associate
20 Attorney), Tesla Stone (Paralegal), Jennifer Heming (Paralegal), Laura Gonzalez Mendez (Paralegal),
21 and Sara Christensen (Legal Assistant).

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

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

6 56. I have significant class counsel and collective action counsel experience. My credentials
7 are reflected in the JCL Law Firm, APC, Firm Resume, which is attached hereto as Exhibit 3.

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

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

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

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

18 I declare under the penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct. Executed this 28th day of July 2023, at San Diego, California.

20
21 **JCL LAW FIRM, APC**

22 By: 
23 Jean-Claude Lapuyade
24 Attorneys for Plaintiff
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EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Brittany Powell, Melanie McConaughy, and Roscoe Simpson (“Plaintiffs”) and defendant Community Organized Relief Effort (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Powell v. CORE Community Organized Relief Effort*, Superior Court of California, County of San Francisco, Case No. CGC-21-596527 initiated on November 8, 2021, and pending in Superior Court of the State of California, County of San Francisco.
- 1.2. “Administrator” means Apex Class Action LLC, 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: 1-800-355-0700, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Aggrieved Employee” means all persons who worked for Defendant as non-exempt, hourly paid employees in California at any time during the PAGA Period (September 2, 2020, to January 10, 2023), excluding Rose Valenzuela.
- 1.4. “Attorneys’ Fees and Costs” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures in an amount of up to one-third (1/3) of the Total Settlement Amount. The Class Counsel Fees Payment shall be divided between Class Counsel as follows: 47.5% to JCL Law Firm, APC, 47.5% to Zakay Law Group, APLC, and 5% to Haig B. Kazandjian Lawyers, APC.
- 1.5. “Class” means all persons who worked for Defendant as non-exempt employees in California at any time during the Class Period (November 8, 2017, to January 10, 2023), excluding Rose Valenzuela.
- 1.6. “Class Counsel” means JCL Law Firm, APC, Zakay Law Group, APLC, and Haig B. Kazandjian Lawyers, APC.
- 1.7. “Class Data” means Class Member identifying information in Defendant’s possession that Defendant will provide to the Administrator. To the extent available, the Class Data shall include the Class Member’s full name, last-known mailing address, Social Security number, telephone number, and number of Class Period Workweeks and

PAGA Pay Periods.

- 1.8. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.9. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10. “Class Notice” means the Court-approved Notice of Class Action Settlement in a form substantively similar to Exhibit A, to be mailed to Class Members informing them of the settlement, including their rights to request exclusion or to object to the Settlement, the right to dispute their estimated workweeks/payment, of their estimated payment to be received without the need to return a claim form, and the date set for the Final Approval Hearing.
- 1.11. “Class Period” means the period from November 8, 2017, to January 10, 2023.
- 1.12. “Class Representative” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.13. “Total Settlement Amount” means Two Million, Thirty Thousand Dollars and Zero Cents (\$2,030,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Total Settlement Amount will be used to pay Individual Settlement Payments, PAGA Settlement Amount, Attorneys’ Fees and Costs, Enhancement Payment, and the Settlement Administration Expenses.
- 1.14. “Court” means the Superior Court of California, County of San Francisco.
- 1.15. “Defendant” means Defendant Community Organized Relief Effort, a California Nonprofit Corporation.
- 1.16. “Defense Counsel” means GREENBERG TRAURIG, LLP.
- 1.17. “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court

affirms the Judgment and issues a remittitur.

- 1.18. “Enhancement Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22. “Funding Date” means the date on which Defendant shall fund the Total Settlement Amount to the Administrator, which shall be thirty (30) days after final approval if there are no objections or sixty (60) days after final approval if a timely objection is filed, but no appeal is filed. If an objection is filed and an appeal is filed, the Total Settlement Amount will be funded thirty (30) days after resolution of the appeal.
- 1.23. “Individual Settlement Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Settlement Amount calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Total Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Settlement Amount, Enhancement Payment, Attorneys’ Fees and Costs, and the Settlement Administration Expenses. The remainder is to be paid to Participating Class Members as Individual Settlement Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of

the Settlement by sending the Administrator a valid and timely Request for Exclusion.

- 1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. "PAGA Period" means the period from September 2, 2020, to January 10, 2023.
- 1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. "PAGA Notice" means Plaintiff Powell's September 2, 2021, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.34. "PAGA Settlement Amount" means the total amount of PAGA civil penalties to be paid from the Total Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000.00) and the 75% to LWDA (\$75,000.00) in settlement of PAGA claims.
- 1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36. "Plaintiffs" means Brittany Powell, Melanie McConnaughy, and Roscoe Simpson the named plaintiffs in the Action.
- 1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.
- 1.40. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.41. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.42. “Settled Class Claims” means the claims released by Class Members, other than those who submit requests for exclusion and includes all claims, rights, demands, liabilities, and causes of action, arising from, or reasonably related to, the same set of operative facts alleged in the operative Complaint in the Lawsuit, including (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 1700, *et. seq.*, based on the code sections and IWC Wage Orders described herein; (2) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*, (3) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1182.12, 1194, 1197, 1197.1, C.C.R. Tit. 8, § 11050(5)(A), & C.C.R., Tit. 8 § 11050(4)(C); (4) Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse for Required Expenses in violation of Cal. Lab. Code §§ 2800 & 2802; (7) Failure to Provide Accurate Itemized Wage Statements, including claims for failure to provide wage statements upon request, in violation of Cal. Lab Code §226; (8) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203; (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698, *et. seq.* (“PAGA”). The Settled Class Claims are limited to those that accrued during the Class Period. The Settled Class Claims expressly exclude claims for penalties pursuant to PAGA, which shall be separately released herein. This release shall be effective upon Final Approval of the settlement and funding in full of the Total Settlement Amount by Defendant.

1.43. “Settled PAGA Claims” means the claims released by the Aggrieved Employees and includes all claims, rights, demands, liability, and causes of action for civil penalties pursuant to PAGA, arising from or reasonably related to the same set of operative facts alleged in the operative Complaint in the Lawsuit and Plaintiff Powell’s notice of claims to the LWDA. This release shall be effective upon Final Approval of the settlement and funding in full of the Total Settlement Amount by Defendant.

1.44. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. “Settlement Administration Expenses” means the amount the Administrator will be paid from the Total Settlement Amount to reimburse its reasonable fees and expenses related to administering this Settlement from the Total Settlement Amount in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.46. “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On November 8, 2021, Plaintiff Powell commenced this Action (“*Powell* Action”) by filing a Complaint alleging causes of action against Defendant for: (1)

Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 1700, *et seq.*; (2) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*, (3) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (4) Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse for Required 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 Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203; (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.* (“PAGA”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On October 11, 2022, the Parties participated in a full-day mediation presided over by Mediator Tripper Ortman, Esq., a highly respected wage and hour class and representative action mediator.
- 2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, timekeeping, and payroll records for the Class Members. Plaintiffs’ investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. On January 9, 2023, Plaintiff Simpson filed a lawsuit against Defendant alleging a single cause of action for violation of PAGA (“*Simpson Action*”).
- 2.6. On June 21, 2023, Plaintiffs filed a First Amended Complaint in the *Powell Action* to add Plaintiff Simpson and the claims alleged in the *Simpson Action*.
- 2.7. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Total Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Two Million, Thirty Thousand Dollars and Zero Cents (\$2,030,000.00) and no more as the Total Settlement Amount and to separately pay (this is in addition to the Total Settlement Amount) any and all employer payroll taxes owed on the wage portions of the Individual Settlement Payments, including the employer FICA, FUTA, and SDI contributions. Defendant has no obligation to pay the Total

Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Total Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Total Settlement Amount will revert to Defendant.

- 3.2. Payments from the Total Settlement Amount. The Administrator will make and deduct the following payments from the Total Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Enhancement Payment to each Class Representative of not more than Twelve-Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) in addition to any Individual Settlement Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as a Participating Class Members. Defendant will not oppose Plaintiffs' request for an Enhancement Payment that does not exceed this amount. As part of the motion for Attorneys' Fees and Costs, Plaintiffs will seek Court approval for any Enhancement Payments no later than sixteen (16) court days prior to the Final Approval Hearing. Defendant takes no position on whether the Enhancement Payment is an appropriate amount for this Action. If the Court approves an Enhancement Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Enhancement Payment.

3.2.2. To Class Counsel: Attorneys' Fees of not more than one-third (1/3) which is currently estimated to be Six Hundred Seventy-Six Thousand, Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$676,666.66) and Attorneys' Costs of not more than Twenty-Five Thousand Dollars (\$25,000.00). Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Attorneys' Fees and Costs no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves Attorneys' Fees and Costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Attorneys' Fees and Costs. The Administrator will pay the Attorneys' Fees and Costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Attorneys' Fees and Costs and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: Settlement Administration Expenses not to exceed \$23,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$23,000.00, the Administrator will retain the remainder in the Net Settlement

Amount.

- 3.2.4. To Each Participating Class Member: An Individual Settlement Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

- 3.2.4.1. Tax Allocation of Individual Settlement Payments. 25% of each Participating Class Member's Individual Settlement Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 75% of each Participating Class Member's Individual Settlement Payment will be allocated to settlement of claims for interest and statutory penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Settlement Payment.

- 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Settlement Payments. Non-Participating Class Members will not receive any Individual Settlement Payments. The Administrator will retain amounts equal to their Individual Settlement Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Settlement Amount in the amount of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) to be paid from the Total Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the Individual PAGA Payments.

- 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Settlement Amount \$25,000.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- 3.2.5.2. If the Court approves PAGA Settlement Amount of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 2,027 Class Members who collectively worked a total of 64,629 Workweeks.
- 4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Total Settlement Amount. Defendant shall fully fund the Total Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.
- 4.4. Payments from the Total Settlement Amount. Within fourteen (14) days after Defendant funds the Total Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Settlement Administration Expenses, the Attorneys' Fees and Costs, and the Enhancement Payment. Disbursement of the Attorneys' Fees and Costs and the Enhancement Payment shall not precede disbursement of Individual Settlement Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Settlement Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Settlement Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Settlement Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall redistribute the uncashed funds to the Class Members who did cash their check using the same formula of allocation described in Section 3.2.4, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Settlement Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Total Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective and former parents, subsidiaries, and affiliated corporations respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff Powell's PAGA Notice, or ascertained during the Action and released under 5.2, below ("Plaintiffs' Release.") Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members, Including Those Who Are Also Aggrieved Employees: Upon final approval of the settlement and funding in full of the Total Settlement Amount by Defendant, all Participating Class Members, except for Plaintiffs, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Settled Class Claims, which are all claims, rights, demands, liabilities, and causes of action, arising from, or reasonably related to the allegations in the operative Complaint in the Lawsuit or that could have been brought in the operative Complaint in the Lawsuit, including (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 1700, *et seq.*, based on the code sections and IWC Wage Orders described herein; (2) Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*, (3) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1182.12, 1194, 1197, 1197.1, C.C.R. Tit. 8, § 11050(5)(A), & C.C.R., Tit. 8 § 11050(4)(C); (4) Failure to Provide Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse for Required Expenses in violation of Cal. Lab. Code §§ 2800 & 2802; (7) Failure to Provide Accurate Itemized Wage Statements, including claims for failure to provide wage statements upon request, in violation of Cal. Lab. Code § 226; (8) Failure to Pay Wages When Due in violation of Cal. Lab. Code §§ 201, 202, and 203; (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.* ("PAGA"). The Settled Class Claims are limited to those that accrued during the Class Period. Except as set forth in this section of this Agreement, Participating Class Members do not release any other claims, including but not limited to claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Plaintiffs generally release all claims as set forth above in Section 5.1.1.

5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: Upon final approval of the settlement and funding in full of the Total Settlement Amount by Defendant, all Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims, rights, demands, liability, and causes of action for civil penalties pursuant to PAGA, arising from or reasonably related to the same set of

operative facts alleged in the operative Complaint in the Lawsuit and Plaintiff Powell's notice of claims to the LWDA.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1 Defendant's Declaration in Support of Preliminary Approval. Within thirty (30) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from each Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; (v) a signed declaration from Class counsel firm attesting to its competency to represent the Class Members; and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel will use their best efforts to finalize and file the Motion for Preliminary Approval no later than ninety (90) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's

concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, if applicable substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Settlement Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- 7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate

or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the forty-five (45) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Settlement as to the Settled Class Claims must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settled Class Claims and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Settlement Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment. In other words, Aggrieved Employees cannot opt-out of the PAGA release and recovery.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member and/or Aggrieved Employee may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Attorneys' Fees and Costs and/or Enhancement Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present

verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Attorneys' Fees and Costs and Enhancement Payment, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member and/or Aggrieved Employee calls, faxes, and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Settlement Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this

Agreement on all Class Member and/or Aggrieved Employee challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Total Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 2,027 Class Members and 64,629 Total Workweeks during the Class period. If the actual number of Class Members eligible to participate in the Settlement or the actual number of Workweeks is greater than 5% of this estimate, then the Total Settlement Amount will be increased by the same proportion above 5%.
9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 Response to Objections. Each Party retains the right to respond to any objection

raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

- 9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Enhancement Payment, Attorneys' Fees and Costs Payment and/or Settlement Administration Expenses shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 9.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Costs reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 9.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Enhancement Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Total Settlement Amount remains unchanged.

- 10. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a

proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 11.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 11.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 11.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 11.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.15 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
F: 619-599-8291

ZAKAY LAW GROUP
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095

HAIG B. KAZANDJIAN LAWYERS, APC
801 North Brand Boulevard, Suite 970
Glendale, California 91203
T: 818-696-2306

To Defendant:

GREENBERG TRAURIG, LLP
101 Second Street, Suite 2200
San Francisco, CA 94105
T: 415-655-1300
F: 415-707-2010

- 11.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

DATED: 7/14/23, 2023


Brittani Powell (Jul 13, 2023 11:27 PDT)

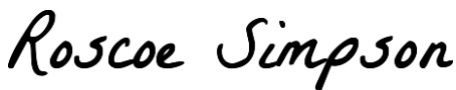
BRITTANI POWELL

DATED: 7/13, 2023


Melanie McConaughy (Jul 13, 2023 22:51 PDT)

MELANIE MCCONNAUGHY

DATED: 7/18, 2023



ROSCOE SIMPSON

DATED: July 14, 2023

JCL LAW FIRM, APC



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

DATED: July 14, 2023

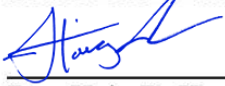
ZAKAY LAW GROUP, APLC



By: Shani O. Zakay, Esq.
Attorneys for Plaintiffs

DATED: July 18, 2023

HAIG B. KAZANDJIAN LAWYERS, APC



By: Haig B. Kazandjian, Esq.
Attorneys for Plaintiffs

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IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

DATED: 7/27/2023, 2023 CORE COMMUNITY ORGANIZED RELIEF EFFORT

DocuSigned by:

1DDD7AD077164AD...
By: _____

DATED: 07/27/2023 | 6:41 PM EDT, 2023 GREENBERG TRAURIG, LLP

DocuSigned by:

1G4A612288A24EF...
By: Philip Person, Esq.
Attorneys for Defendant
CORE COMMUNITY ORGANIZED RELIEF
EFFORT

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EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Powell v. Core Community Organized Relief Effort Case No. CGC-21-596527

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Core Community Organized Relief Effort (CORE or “Defendant”) for alleged wage and hour violations. The Action was filed by former employees Brittani Powell, Melanie McConnaughy, and Roscoe Simpson (“Plaintiffs”) and seeks payment of (1) back wages for a class of all persons who worked for Defendant as non-exempt employees in California (“Class Members”) during the Class Period (November 8, 2017 to January 10, 2023); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all persons who worked for Defendant as non-exempt, hourly paid employees in California during the PAGA Period (September 2, 2020 to January 10, 2023) (“Aggrieved Employees”). Any money you may receive as part of this settlement is **not** an admission by Defendant that any of the allegations in the Action are true or that Defendant committed the violations that Plaintiffs alleged.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$XX (less withholding) and your Individual PAGA Payment is estimated to be \$XX**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked XX workweeks** during the Class Period, and **you worked XX pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is <u>MONTH XX, 2023</u>	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the <u>MONTH XX, 2023</u> Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on <u>MONTH XX, 2023</u>. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by <u>MONTH XX, 2023</u>	The amount of your Individual Settlement Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by <u>MONTH XX, 2023</u>. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, including overtime wages, failing to provide legally compliant meal and rest periods, failing to reimburse for mandatory business expenses, failing to provide accurate itemized wage statements, and failing to pay wages when due. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action:

The JCL Law Firm, APC, Zakay Law Group, APLC, and Haig B. Kazandjian Lawyers, APC (“Class Counsel.”)

Defendant strongly denies Plaintiffs’ allegations and contends it complied with all applicable

laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not determined that Defendant or Plaintiffs are correct on the merits. Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$2,030,000 as the Total Settlement Amount (Class Settlement). Defendant has agreed to deposit the Class Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Settlement Payments, Individual PAGA Payments, Enhancement Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than thirty (30) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$676,666.66 (one-third of the Class Settlement) to Class Counsel for attorneys’ fees and up to \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$12,500.00 as an Enhancement Payment to each named Plaintiff for filing the Action, working with Class Counsel, and representing the Class. An

Enhancement Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Settlement Payments and any Individual PAGA Payments.

C. Up to \$23,000.00 to the Administrator for services administering the Settlement.

D. Up to \$100,000.00 for PAGA Settlement Amount, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 25% of each Individual Settlement Payment to taxable wages ("Wage Portion") and 75% to interest and statutory penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be redistributed to those Participating Class Members who cashed their checks.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **MONTH XX, 2023**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **MONTH XX, 2023** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class

Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 (How Can I Get More Information?) of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA Settlement Amount based on PAGA Period facts, as alleged in the Action, and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, rights, demands, liabilities, and causes of action, arising from, or reasonably related to, the same set of operative facts alleged in the operative Complaint in the Lawsuit. The Settled Class Claims are limited to those that accrued during the Class Period. Except as set forth in Section 5.2 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims, rights, demands, liability, and causes of action for civil penalties pursuant to PAGA, arising from or reasonably related to the same set of operative facts alleged in the operative Complaint in the Lawsuit and Plaintiff's Powell notice of claims to the LWDA.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. The Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **MONTH XX, 2023** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 (below) of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents

will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 (below) of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Powell v. CORE Community Organized Relief Effort* Case No. CGC-21-596527, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by MONTH XX, 2023, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least twenty-eight (28) days before the **MONTH XX, 2023** Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Attorneys' Fees and Costs and Enhancement Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as an Enhancement Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 (below) of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

<https://www.apexclassaction.com/> or the Court's website:
<https://webapps.sftc.org/ci/CaseInfo.dll?&SessionID=BC1BCBE7288C88993F9B85C55D60DED0D08DC2FD>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Attorneys' Fees and Costs and Enhancement Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is MONTH XX, 2023.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Powell v. CORE Community Organized Relief Effort* Case No. CGC-21-596527 and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on MONTH XX, 2023 at XX:XX am/pm in Department 610 of the San Francisco Superior Court, located at 400 McAllister St. San Francisco, CA 94102. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://www.sfsuperiorcourt.org/virtual-courtrooms> Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.apexclassaction.com/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action LLC's website at <https://www.apexclassaction.com/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://webapps.sftc.org/ci/CaseInfo.dll?&SessionID=70DCBD3502A3404CBFB5C2DCA0360>

[0D4AC3A86E3](#)) and entering the Case Number for the Action, Case No. CGC-21-596527. You can also make an appointment to personally review court documents in the Clerk's Office at the Civic Center Courthouse by calling (415) 551-4000.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
F: 619-599-8291

ZAKAY LAW GROUP
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203

HAIG B. KAZANDJIAN LAWYERS, APC
801 North Brand Boulevard, Suite 970
Glendale, California 91203
T: 818-696-2306

Settlement Administrator:

Apex Class Action LLC
20371 Irvine Avenue, Newport Beach, CA 92660
T: 1-800-355-0700

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

EXHIBIT 3

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);