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JCL LAW FIRM, APC

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

DINO DESANCTIS; TYRONE BARNES,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

DOUGLAS PRODUCTS & PACKAGING
COMPANY, LLC, a Missouri Limited
Liability Company; and DOES 1-50, Inclusive,

Defendants.

Case No. C21-01874

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

Date: October 5, 2023

Time: 9:00 a.m.

Judge: Hon. Judge Charles S. Treat

Dept.: 12

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiffs DINO DESANCTIS and TYRONE BARNES (hereafter "Plaintiffs" or "Class
6 Representatives") in this wage and hour class and representative action filed against Defendant
7 DOUGLAS PRODUCTS & PACKAGING COMPANY, LLC (hereinafter "Defendant").

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

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

14 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed May 30, 2023
15 Preliminary Approval Order.

16 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the April 20, 2023 proof of
17 filing the proposed Settlement with the LWDA.

18 6. Attached hereto as **Exhibit "4"** is a true and correct copy of the September 11, 2023 proof
19 of filing this motion seeking final approval of this Settlement with the LWDA.

20 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC,
21 "Time and Billing Journal" as of September 6, 2023.

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

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

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I. INTRODUCTION

10. An objective evaluation of the proposed settlement of Three Hundred Seventy-Two Thousand Five Hundred Dollars and Zero Cents (\$372,500.00) (“Gross Settlement Amount”) confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced counsel, and presided over by David Rotman, Esq., an experienced mediator of wage and hour class and representative actions. After deducting any Court-approved attorneys’ fees and costs, class representative service awards, settlement administration costs, and the payments to the Labor & Workforce Development Agency (“LWDA”), the net settlement amount shall be distributed to the Settlement Class based on the number of Workweeks they worked while employed by Defendant during the Class Period. *The Class greeted news of the Settlement with 100% approval.*¹ There are zero opt-outs and zero objections to the Settlement.

11. This Settlement provides substantial recovery to Class Members. Plaintiffs estimate that the Settlement, if approved, would result in a Net Settlement Amount of approximately **\$187,333.34**. This will result in an average Individual Settlement Payment of **\$3,602.56**, with the estimated highest gross payment being \$7,150.47. Aggrieved Employees will receive an estimated average gross payment of \$105.26, with the estimated highest gross payment being \$152.45.

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

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

¹ As of the filing date of this Motion, 2 Notices were deemed undeliverable.

II. OVERVIEW OF THE LITIGATION

14. Defendant specializes in manufacturing and marketing specialty products in agriculture and structural pest control, including in California, where Plaintiffs worked. This action asserts claims on behalf of Defendant's current and former non-exempt employees employed in California. Plaintiffs worked for Defendant as a non-exempt warehouse workers during the Class Period. At all times during their employment, Plaintiffs earned hourly wage, were entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout their employment, Plaintiffs were subject to Defendant's written policies and procedures.

15. Generally, Plaintiffs claim that Defendant failed to pay for all time worked, failed to pay overtime, failed to provide compliant meal and rest periods, failed to furnish accurate itemized wage statements, and failed to pay all wages upon separation. Defendant forcefully denies liability for each of Plaintiffs' claims. Further, Defendant asserts that it fully complied with all applicable employment laws and raised several other significant defenses to Plaintiffs' claims, including but not limited to, facially compliant meal and rest period polices, compliant wage statements, and timely payment of all wages due upon separation of employment.

16. On June 29, 2021, Plaintiff Desanctis served Defendant and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff Desanctis' PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 et seq ("PAGA").

17. On September 8, 2021, Plaintiff Desanctis filed a class action complaint in the Contra Costa County Superior Court, Case No. C21-01874 (the "Desanctis Action"). The Desanctis Action alleged eight causes of action against Defendant for: (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200; (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 and 1197.1; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and

512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code Sections § 201, 202, and 203; and (8) Violations of the Private Attorney General Act at Lab. Code §§ 2698 *et. seq.* (“Class Claims”). On February 18, 2022, Plaintiff Barnes filed a class action complaint in the Contra Costa County Superior Court alleging similar claims (the “Barnes Action”).

18. After engaging in written discovery, the Parties agreed to mediate both the Desanctis and Barnes Actions. To prepare for mediation, the Parties agreed to informally exchange relevant documents and data points subject to the mediation privilege. Pursuant to that agreement, Defendant produced a sample of the Class Members’ time and payroll data along with itemized wage statements and relevant policies applicable to Class Members. As discussed *infra*, Plaintiffs’ counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze Defendant’s time and payroll data.

19. On May 23, 2022, the Parties participated in a full day mediation with highly regarded wage and hour mediator, David Rotman, Esq. After arms-length negotiations and bargaining, the Parties reached an agreement to settle based on a Mediator’s proposal, and signed a Memorandum of Understanding. After reaching an agreement in principle, the Parties negotiated a long-form settlement agreement, which is the subject of the instant motion.

III. THE SETTLEMENT BEFORE THE COURT

20. The Court preliminarily approved an initial Gross Settlement Amount of Three Hundred Seventy-Two Thousand Five Hundred Dollars and Zero Cents (\$372,500.00) based on a total of an estimated 4,000 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used: (1) to satisfy Individual Settlement Payments; (2) to satisfy the Class Representative Service Awards; (3) to satisfy the Class Counsel Award; (4) to satisfy the PAGA Settlement; and (5) to satisfy the Settlement Administration Costs incurred in this action.

21. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the class and should be granted final approval. This is evidenced by the high approval of the Settlement

by the Settlement Class and absence of any objections to the Settlement and the average Individual Settlement Payment of **\$3,602.56**.

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

A. Class Counsel Conducted a Thorough Investigation

22. Months before filing the Action, Class Counsel began its pre-filing investigation into Plaintiffs' complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiffs. As part of the interview process, Plaintiffs produced documents related to his employment, including time and payroll records. At the conclusion of the interviews, Class Counsel determined that each of the Plaintiffs' complaints appeared to substantiate Plaintiffs' claim that Defendant failed to, among other things, pay for all time worked and to provide compliant meal and rest periods.

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

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

25. BCG analyzed Defendant's time and payroll data to assist in the development of various damage models. Among other things, BCG determined the approximate number of work shifts,

workweeks, pay periods, average length of shift and average number of hours worked per week and pay periods during the Class Period. BCG also estimated the number of missed, late or truncated meal and rest periods, the amount of paid missed meal period premiums paid during the Class Period, and the amount of off-the-clock work performed by the Class Members during the Class Period. BCG calculated and created a damage model for Defendant's potential liability exposure while accounting for the uncertainties of continued litigation. The damage model informed and guided Class Counsel during the mediated settlement discussions.

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

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

B. The Parties Settled At Mediation

28. On May 23, 2022, the Parties participated in a full-day mediation with David Rotman, Esq., an experienced mediator of wage and hour class and representative actions. Mediator Rotman

1 helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks
2 to both sides. The Parties made substantial progress with Mediator Rotman's assistance. Namely, the
3 Parties exchanged information regarding their respective claims and defenses, including their respective
4 evaluations of the damages. After more than eight hours of arm's length and adversarial negotiations,
5 the mediation concluded with a settlement. The amount of the service award was not negotiated until
6 after the parties agreed to the Gross Settlement Amount and many other terms. No action would likely
7 have been taken by Class Members individually, and no compensation would have been recovered for
8 them, but for Plaintiffs' services on behalf of the Class.

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

10 29. Plaintiffs are represented by competent and experienced counsel to pursue their claims. I
11 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
12 aggrieved employees and consumers throughout California in wage and hour class actions and complex
13 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
14 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Monnett De La Torre
15 (Associate Attorney), Tesla Stone (Paralegal), Laura Gonzalez Mendez (Paralegal), Jennifer Heming
16 (Paralegal) and Madelyn Uchiyama (Legal Assistant).

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

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

26 32. I am qualified to represent Plaintiffs, the State of California and the Aggrieved
27 Employees. I have extensive experience with wage and hour class and representative actions litigation
28

1 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
2 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit “7.”** Some of the
3 major cases the Firm has undertaken are also set forth in **Exhibit “7.”**

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

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

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

12 **D. The Gross Settlement Amount is Fair and Reasonable**

13 36. Here, the Settlement is clearly within the “ballpark” of reasonableness because the
14 Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily
15 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,
16 91 Cal.App.4th at 250. While the Gross Settlement Amount of Three Hundred Seventy-Two Thousand
17 Five Hundred Dollars and Zero Cents (\$372,500.00) represents a discount on Defendant’s potential
18 exposure if Plaintiffs established liability on all claims and were awarded the full amount of the
19 estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised
20 by Defendant presented a risk that could award significantly less in damages than Plaintiffs’ estimate
21 and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added
22 fees and costs without any guarantee of recovery for the Class.

23 37. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and
24 reasonable considering the nature and magnitude of the claims being settled and the various potential
25 impediments to recovery. Class Counsel developed varied economic damages models measuring
26 Defendant’s liability exposure while accounting for the uncertainties of continued litigation. The
27 various models were informed by Class Counsel’s investigation, including the analysis of a significant

sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents approximately 22.2% of the value of the maximum potential exposure for *class claims* (excluding PAGA penalties), assuming all of these amounts could be proved at trial.

38. This average net recovery is on par with many wage and hour class action settlements approved by California state and federal courts. *See, e.g., Palencia v. 99 Cents Only Stores*, No. 34-2010-00079619 (Sacramento County Super. Ct.) (average net recovery of approximately \$80); *Fukuchi v. Pizza Hut*, Case No. BC302589 (L.A. County Super. Ct.) (average net recovery of approximately \$120); *Contreras v. United Food Group, LLC*, Case No. BC389253 (L.A. County Super. Ct.) (average net recovery of approximately \$120); *Ressler v. Federated Department Stores, Inc.*, Case No. BC335018 (L.A. County Super. Ct.) (average net recovery of approximately \$90); *Doty v. Costco Wholesale Corp.*, Case No. CV05-3241 FMC-JWJx (C.D. Cal. May 14, 2007) (average net recovery of approximately \$65); *Sorenson v. PetSmart, Inc.*, Case No. 2:06-CV-02674-JAM-DAD (ED. Cal.) (average net recovery of approximately \$60); *Lim v. Victoria's Secret Stores, Inc.*, Case No. 04CC00213 (Orange County Super. Ct.) (average net recovery of approximately \$35); and *Gomez v. Amadeus Salon, Inc.*, Case No. BC392297 (L.A. Super. Ct.) (average net recovery of approximately \$20).

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

E. The Strength of Plaintiffs' Case and Risks of Continued Litigation

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

41. 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.

42. Although Plaintiffs are confident about the strength of their claims, Plaintiffs nevertheless recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiffs’ claims and, in fact, already has.

43. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O’Conner v. Uber Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt that if Defendant faced a large adverse judgement, Defendant undoubtedly has the resources to post a

1 bond and appeal. A post-judgment appeal by Defendant would have required many more years to
2 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
3 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
4 an uncertain result three or more years in the future.

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

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

17 45. Here, the Parties negotiated a good faith PAGA Settlement in the amount of \$16,000.00
18 which is 4.3% of the Gross Settlement Amount. As illustrated above, this amount falls well within the
19 range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA Settlement
20 (\$12,000.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent
21 (25%) to be distributed to the Aggrieved Employees, which is within the range of PAGA penalties
22 approved by courts and should be approved.

23 46. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing
24 a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval
25 with the LWDA. On September 11, 2023, Plaintiffs gave the LWDA notice of this motion seeking final
26 approval of this settlement.

1 I declare under the penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 11th day of September, 2023, at San Diego, California.

3 **JCL LAW FIRM, APC**

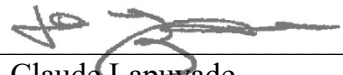
4 By: 
5 Jean-Claude Lapuyade

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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SUPERIOR COURT OF CALIFORNIA

COUNTY OF CONTRA COSTA

DINO DESANCTIS; TYRONE BARNES,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

DOUGLAS PRODUCTS & PACKAGING
COMPANY, LLC, a Missouri Limited
Liability Company; and DOES 1-50, Inclusive,

DEFENDANT.

Case No. C21-01874

[Action Filed September 8, 2021]

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

Judge: Honorable Edward G. Weil
Dept.: 39

1 This Stipulation of Settlement of Class Action and PAGA Claims and Release of Claims is
2 entered into by and between Plaintiffs DINO DESANCTIS and TYRONE BARNES (hereinafter
3 collectively “Plaintiffs”), individually and on behalf of the Class, and in their representative capacity
4 on behalf of the State of California and the Aggrieved Employees, and Defendant DOUGLAS
5 PRODUCTS & PACKAGING COMPANY, LLC, a Missouri Limited Liability Company.
6 (hereinafter “Defendant”).

7 **I. DEFINITIONS**

8 A. “Actions” shall mean *Desanctis v. Douglas Products & Packaging Company, LLC*,
9 Contra Costa Superior Court, Case No. C21-01874 (“*Desanctis* Action”) and *Barnes*
10 *v. Douglas Products & Packaging Company, LLC*, Contra Costa Superior Court, Case
11 No. C22-00637 (“*Barnes* Action”).
12

13 B. “Aggrieved Employees” shall mean all non-exempt employees who are or previously
14 were employed by Defendant and performed work in California during the PAGA
15 Period.
16

17 C. “Aggrieved Employee Payments” shall mean the individual payments made to each
18 Aggrieved Employee equal to the Aggrieved Employee’s PAGA Payment Ratio
19 multiplied by \$4,000.
20

21 D. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
22 Class Action and PAGA Claims and Release of Claims.
23

24 E. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
25 Mehrdad Bokhour, Esq., of Bokhour Law Group, P.C., Joshua Falakassa, Esq. of
26 Falakassa Law P.C., and Shani Zakay, Esq. of Zakay Law Group, APLC.
27
28

1 F. "Class Counsel Award" means the award of fees and expenses that the Court
2 authorizes to be paid to Class Counsel for the services they have rendered to
3 Plaintiffs and the Class in the Actions, consisting of attorneys' fees currently not to
4 exceed one-third of the Gross Settlement Amount currently estimated to be
5 \$124,166.66 out of \$372,500.00 plus costs and expenses \$20,000 and supported by
6 declaration as to the reasonableness of attorney's fees and costs. Class Counsel's
7 award for attorneys' fees will be allocated between Class Counsel as follows: Forty
8 percent (40%) to the JCL Law Firm, APC; forty percent (40%) to the Zakay Law
9 Group, APLC; and twenty percent (20%) to Bokhour Law Group, PC and Falakassa
10 Law P.C.
11

12
13 G. "Class Data" means information regarding Class Members and Aggrieved Employees
14 that Defendant will in good faith compile from its records and provide to the
15 Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and
16 shall include: each Class Member's and or Aggrieved Employee's full name; last
17 known address; Social Security Number; start dates and end dates of employment.
18

19 H. "Class Members" or the "Class" means all non-exempt employees who are or
20 previously were employed by Defendant and performed work in California during the
21 Class Period.
22

23 I. "Class Period" means the period from September 8, 2017, to May 23, 2022.
24

25 J. "Class Representative Service Awards" means the amount that the Court authorizes
26 to be paid to the Class Representatives, in addition to their Individual Settlement
27 Payment, and their pro-rata share of the PAGA Settlement, in recognition of their
28

1 efforts and risks in assisting with the prosecution of the Actions and, partially, in
2 exchange for executing a General Release of Defendant.

3
4 K. “Class Representatives” or “Plaintiffs” shall mean DINO DESANCTIS and
5 TYRONE BARNES.

6
7 L. “Court” means the Superior Court for the State of California, County of Contra Costa
8 currently presiding over the Actions.

9
10 M. “Defendant” shall mean DOUGLAS PRODUCTS & PACKAGING, LLC, a Missouri
11 Limited Liability Company.

12
13 N. “Effective Date” means the earliest date, following entry by the Court of an order and
14 judgment finally approving this Settlement, upon which one of the following have
15 occurred: (i) if no objection is filed to the settlement and no objector appears at the
16 hearing on final approval, the date of the Court’s entry of the order granting final
17 approval, (ii) if an objection is filed to the settlement, or an objector appears at the
18 hearing on final approval, then the later of the following: (a) the expiration of all
19 potential appeal periods without a filing of a notice of appeal of the final approval
20 order or judgment; (b) final affirmance of the final approval order and judgment by
21 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
22 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
23 the final approval order and judgment is no longer subject to further judicial review.

24 O. “Funding Date” shall mean sixty-five (65) calendar days after the Effective Date and
25 is the date Defendant transfers the Gross Settlement Amount and the employer’s share
26 of payroll tax into the QSF in accord with the terms of this Agreement
27
28

1 P. "Gross Settlement Amount" means Three Hundred Seventy-Two Thousand Five
2 Dollars (\$372,500.00) that Defendant must pay into the QSF in connection with this
3 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
4 Representative Service Awards, the Class Counsel Award, PAGA Settlement and the
5 Settlement Administration Costs and *exclusive* of the employer's share of payroll tax,
6 if any, triggered by any payment under this Settlement.
7

8 Q. "Individual Settlement Payment" means the amount payable from the Net Settlement
9 Amount to each Settlement Class Member and excludes any Aggrieved Employee
10 Payment distributed to Aggrieved Employees.
11

12 R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
13 Counsel Award, Class Representative Service Awards, PAGA Settlement, and
14 Settlement Administration Costs.
15

16 S. "Notice Packet" means the Class Notice to be provided to the Class Members by the
17 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
18 than formatting changes to facilitate printing by the Settlement Administrator).
19

20 T. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
21 Labor Code § 2698 *et seq.*
22

23 U. "PAGA Payment Ratio" means the respective Workweeks during the PAGA Period
24 for each Aggrieved Employee divided by the sum total of the Workweeks for all
25 Aggrieved Employees during the PAGA Period.
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- 1 V. "PAGA Pay Periods", for purposes of calculating the distribution of the Aggrieved
2 Employee Payment, as defined herein, means the number of Pay Periods of
3 employment during the PAGA Period that each Aggrieved Employee worked in
4 California.
- 5 W. "PAGA Period" means the period of June 29, 2020, to May 23, 2022.
- 6 X. "PAGA Settlement" shall mean Sixteen Thousand Dollars (\$16,000.00) to be
7 allocated from the Gross Settlement Amount.
- 8 Y. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either
9 Plaintiffs or Defendant, individually.
- 10 Z. "Pay Period" means the time period used by Defendant to calculate and pay earned
11 wages.
- 12 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided
13 by the sum total Workweeks for all Class Members.
- 14 BB. "QSF" means the Qualified Settlement Fund established, designated and maintained
15 by the Settlement Administrator to fund the Gross Settlement Amount and the
16 employer's share of payroll tax.
- 17 CC. "Released Class Claims" means all class claims alleged in the operative complaint,
18 or that reasonably could have been alleged based on the facts alleged in the operative
19 complaint, which occurred during the Class Period, and expressly excluding all other
20 claims, including claims for vested benefits, wrongful termination, unemployment
21 insurance, disability, social security, workers' compensation, and class claims outside
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of the Class Period.

DD. “Released PAGA Claims” means all PAGA claims alleged in the operative complaint and Plaintiffs’ PAGA notice(s) submitted to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

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

FF. “Settlement” means the disposition of the Actions pursuant to this Agreement.

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

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

4
5 II. "Workweeks", for purposes of calculating the distribution of the Net Settlement
6 Amount, means the number of weeks from Sunday to Saturday of employment during
7 the Class Period that each Class Member was employed by Defendant in California,
8 excluding weeks during which the Class Member did not perform any work for
9 Defendant.

10
11 **II. RECITALS**

12 A. On June 29, 2021, Plaintiff Desantis filed a Notice of Violations with the Labor and
13 Workforce Development Agency (LWDA) and served the same on Defendant.

14
15 B. On September 8, 2021, Plaintiff Desantis filed the Lawsuit for:

16
17 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;

18
19 2. Failure to pay overtime wages in violation of California Labor Code sections
20 510 *et seq*;

21
22 3. Failure to pay minimum wages in violation of California Labor Code sections
23 1194, 1197 and 1197.1;

24
25 4. Failure to provide required meal periods in violation of California Labor Code
26 sections 226.7 and 512 and the applicable IWC wage order;

1 5. Failure to provide required rest periods in violation of California Labor Code
2 sections 226.7 and 512 and the applicable IWC wage order;

3
4 6. Failure to provide accurate itemized wage statements in violation of California
5 Labor Code section 226;

6
7 7. Failure to provide wages when due in violation of California Labor Code
8 sections 201, 202 and 203; and

9
10 8. Violation of the private attorneys general act in violation of Labor Code
11 sections 2698 et seq.

12 C. On February 18, 2022, Plaintiff Barnes filed the Lawsuit for:

13
14 1. Failure to Pay all Minimum Wages;

15
16 2. Failure to Pay all Overtime Wages;

17
18 3. Meal Period Violations;

19 4. Rest Period Violations;

20 5. Wage Statement Violations;

21
22 6. Waiting Time Penalties; and

23
24 7. Unfair Competition.

25 D. The Class Representatives believe they have meritorious claims based on alleged
26 violations of the California Labor Code, and the Industrial Wage Commission Orders,
27 and that class certification is appropriate because the prerequisites for class
28

1 certification can be satisfied in the Actions, and this action is manageable as a PAGA
2 representative action.

3
4 E. Defendant denies any liability or wrongdoing of any kind associated with the claims
5 alleged in the Actions, disputes any wages, damages, and penalties claimed by the
6 Class Representatives are owed, and further contends that, for any purpose other than
7 settlement, the Actions are not appropriate for class or representative action treatment.
8 Defendant contends, among other things, that at all times it complied with the
9 California Labor Code and the Industrial Wage Commission Orders.

10
11 F. The Class Representatives are represented by Class Counsel. Class Counsel
12 conducted an investigation into the facts relevant to the Actions, including conducting
13 an independent investigation as to the allegations, reviewing documents and
14 information exchanged through informal discovery, and reviewing documents and
15 information provided by Defendant pursuant to informal requests for information to
16 prepare for mediation. Defendant produced for the purpose of settlement negotiations
17 certain employment data concerning the Settlement Class, which Class Counsel
18 reviewed and analyzed. Based on their own independent investigation and evaluation,
19 Class Counsel are of the opinion that the Settlement with Defendant is fair,
20 reasonable, and adequate and is in the best interest of the Settlement Class in light of
21 all known facts and circumstances, including the risks of significant delay, defenses
22 asserted by Defendant, uncertainties regarding class certification, and numerous
23 potential appellate issues. Although it denies any liability, Defendant is agreeing to
24 this Settlement solely to avoid the inconveniences and cost of further litigation. The
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27
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1 Parties and their counsel have agreed to settle the claims on the terms set forth in this
2 Agreement

3
4 G. On May 23, 2022, the Parties participated in mediation presided over by David
5 Rotman, Esq., an experienced mediator of wage and hour class and PAGA actions.
6 The mediation concluded with a settlement after both sides agreed to a Mediator's
7 proposal which was subsequently memorialized in the form of a Memorandum of
8 Understanding ("MOU").

9
10 H. This Agreement replaces and supersedes the MOU and any other agreements,
11 understandings, or representations between the Parties. This Agreement represents a
12 compromise and settlement of highly disputed claims. Nothing in this Agreement is
13 intended or will be construed as an admission by Defendant that the claims in the
14 Actions have merit or that Defendant bears any liability to Plaintiffs or the Class on
15 those claims or any other claims, or as an admission by Plaintiffs that Defendant's
16 defenses in the Actions have merit.

17
18
19 I. The Parties believe that the Settlement is fair, reasonable, and adequate. The
20 Settlement was arrived at through arm's-length negotiations, taking into account all
21 relevant factors. The Parties recognize the uncertainty, risk, expense, and delay
22 attendant to continuing the Actions through trial and any appeal. Accordingly, the
23 Parties desire to fully, finally, and forever settle, compromise, and discharge all
24 disputes and claims arising from or relating to the Actions.

25
26 J. The Parties agree to certification of the Class for purposes of this Settlement only. If
27 for any reason the Settlement does not become effective, Defendant reserves the right
28

1 to contest certification of any class for any reason and reserves all available defenses
2 to the claims in the Actions.

3
4 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

5
6 **III. TERMS OF AGREEMENT**

7 A. Settlement Consideration and Settlement Payments by Defendant.

8 1. Settlement Consideration. In full and complete settlement of the Actions, and
9 in exchange for the releases set forth below, Defendant will pay the sum of
10 the Individual Settlement Payments, the Class Representative Service
11 Awards, the Class Counsel Award, PAGA Settlement, and the Settlement
12 Administration Costs, as specified in this Agreement, equal to the Gross
13 Settlement Amount of Three Hundred Seventy-Two Thousand Five Hundred
14 Dollars (\$372,500.00). The Parties agree that this is a non-reversionary
15 Settlement and that no portion of the Gross Settlement Amount shall revert to
16 Defendant. Other than the Defendant's share of employer payroll taxes, or as
17 otherwise specified in Paragraph III(A)(2) below, Defendant shall not be
18 required to pay more or less than the Gross Settlement Amount, except as
19 provided for hereinbelow.

20
21
22 2. Class Size. At the time of mediation, Defendant estimated that the Settlement
23 Class was comprised of 52 individuals who collectively worked
24 approximately 4,000 Workweeks during the Class Period. Defendant will
25 provide a declaration under penalty of perjury confirming the number of
26 applicable Class Members and Workweeks they worked during the applicable
27
28

1 Class Period. If the total Workweek number increases is more than 4,400, the
2 Gross Settlement Amount will increase proportionally for the number of
3 workweeks over 4,400.
4

5 3. Settlement Payment. Defendant shall pay, via wire transfer, the Gross
6 Settlement Amount to the Settlement Administrator on the Funding Date.
7

8 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
9 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
10 together with the Gross Settlement Amount on the Funding Date.
11

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

15 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
16 consideration set forth in this Agreement, the Plaintiffs, the LWDA, and the State of
17 California release Defendant from the PAGA Released Claims for the PAGA Period.
18

19 D. General Release by Plaintiffs. As of the Funding Date, for the consideration set forth
20 in this Agreement, which includes the Class Representative Service Awards, Plaintiffs
21 each waive, release, acquit and forever discharge Defendant from any and all claims,
22 whether known or unknown, which exist or may exist on their behalf as of the date of
23 this Agreement, including but not limited to any and all tort claims, contract claims,
24 wage claims, wrongful termination claims, disability claims, benefit claims, public
25 policy claims, retaliation claims, statutory claims, personal injury claims, emotional
26 distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum
27 meruit claims, and any and all claims arising under any federal, state or other
28

1 governmental statute, law, regulation or ordinance, including, but not limited to claims
2 for violation of the Fair Labor Standards Act, the California Labor Code, the Wage
3 Orders of California's Industrial Welfare Commission, other state wage and hour laws,
4 the Americans with Disabilities Act, the Age Discrimination in Employment Act
5 (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights
6 Act of 1964, the California Fair Employment and Housing Act, the California Family
7 Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act,
8 California Business & Professions Code Section 17200 et seq., and any and all claims
9 arising under any federal, state or other governmental statute, law, regulation or
10 ordinance. Plaintiffs also waive and relinquish any and all claims, rights or benefits
11 that they may have under California Civil Code § 1542, which provides as follows:
12

13
14 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
15 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
16 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
17 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
18 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR***
19 ***OR RELEASED PARTY.***
20

21 Thus, notwithstanding the provisions of section 1542, and to implement a full and
22 complete release and discharge of Defendant, Plaintiffs expressly acknowledge this
23 Settlement Agreement is intended to include in its effect, without limitation, all claims
24 Plaintiffs do not know or suspect to exist in Plaintiffs' favor at the time of signing this
25 Settlement Agreement, and that this Settlement Agreement contemplates the
26 extinguishment of any such claims. Plaintiffs warrant that Plaintiffs have read this
27
28

1 Settlement Agreement, including this waiver of California Civil Code section 1542, and
2 that Plaintiffs have consulted with or had the opportunity to consult with counsel of
3 Plaintiffs' choosing about this Settlement Agreement and specifically about the waiver
4 of section 1542, and that Plaintiffs understand this Settlement Agreement and the
5 section 1542 waiver, and so Plaintiffs freely and knowingly enter into this Settlement
6 Agreement. Plaintiffs further acknowledge that Plaintiffs later may discover facts
7 different from or in addition to those Plaintiffs now know or believe to be true regarding
8 the matters released or described in this Settlement Agreement, and even so Plaintiffs
9 agree that the releases and agreements contained in this Settlement Agreement shall
10 remain effective in all respects notwithstanding any later discovery of any different or
11 additional facts. Plaintiffs expressly assume any and all risk of any mistake in
12 connection with the true facts involved in the matters, disputes, or controversies
13 released or described in this Settlement Agreement or with regard to any facts now
14 unknown to Plaintiffs relating thereto.
15

16
17 Notwithstanding this paragraph and/or any other language in this Agreement to the
18 contrary, nothing in this Agreement, including this paragraph and its section 1542
19 waiver, shall act as, or be construed as, a release by Plaintiff Desantis's individual
20 claims all of which are being released pursuant to separate individual settlement
21 agreements between Plaintiff Desantis and Defendant.
22

23
24 E. Amended Pleading: To facilitate the settlement, and review by the Court, the Parties
25 will stipulate to the filing of a First Amended Class Action Consolidated Complaint in
26 the matter of *Desantis* Action to incorporate the claims and factual allegations
27 asserted in the *Barnes* Action, as well as add Plaintiff Barnes as a named plaintiff and
28

1 Mehrdad Bokhour, Esq., of Bokhour Law Group, P.C., Joshua Falakassa, Esq. of
2 Falakassa Law P.C. as class counsel in the *Desantis* Action. Thereafter, Plaintiff
3 Barnes will dismiss the *Barnes* Action, without prejudice. Upon the Court's entry of
4 an Order granting Final Approval of the Settlement, Plaintiff Barnes will, again,
5 dismiss his action, but with prejudice. The First Amended Complaint shall be in the
6 format reflected as **Exhibit B** hereto.
7

8 F. Conditions Precedent: This Settlement will become final and effective only upon the
9 occurrence of all of the following events:
10

- 11 1. The Court enters an order granting preliminary approval of the Settlement;
- 12
- 13 2. The Court enters an order granting final approval of the Settlement and a Final
14 Judgment; and
- 15
- 16 3. If an objector appears at the final approval hearing, the time for appeal of the
17 Final Judgment and Order Granting Final Approval of Class Action
18 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
19 any appeal from the Judgment and Order Granting Final Approval of Class
20 Action Settlement.
21

22 G. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
23 not preliminarily or finally approved by the Court, fails to become effective, or is
24 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
25 Defendant from obtaining a complete resolution of the Released Claims:
26
27
28

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Actions, including with respect to the issue of class certification.
4. The Parties shall equally share the responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.
5. But if Defendant fails to fully fund the Gross Settlement Amount as provided for in this Agreement, Paragraphs III(G)(1)-(3) shall be true, but Defendant shall be solely responsible for any cost to issue or reissue any curative notice to the Settlement Class Members and all Settlement Administration Costs incurred to the date of nullification.

H. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is

1 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
2 Defendant from obtaining a complete resolution of the Released Claims, the
3 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
4 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
5 proceeding for any purpose or with respect to any issue, substantive or procedural.
6

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

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

11
12 K. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs shall file with
13 the Court a motion for order granting preliminary approval and supporting papers,
14 which shall include this Settlement Agreement. Plaintiffs will provide Defendant with
15 a draft of the motion at least three (3) business days prior to the filing of the motion to
16 give Defendant an opportunity to propose changes or additions to the motion.
17

18 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
19 establishing and administering the QSF; calculating, processing and mailing payments
20 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
21 mailing the Notice Packets to the Class Members as directed by the Court; receiving
22 and reporting the objections and requests for exclusion; calculating, deducting and
23 remitting all legally required taxes from Individual Settlement Payments and
24 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
25 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
26 Settlement; processing and mailing tax payments to the appropriate state and federal
27
28

1 taxing authorities; providing declaration(s) as necessary in support of preliminary
2 and/or final approval of this Settlement; and other tasks as the Parties mutually agree
3 or the Court orders the Settlement Administrator to perform. The Settlement
4 Administrator shall keep the Parties timely apprised of the performance of all
5 Settlement Administrator responsibilities by among other things, sending a weekly
6 status report to the Parties' counsel stating the date of the mailing, the of number of
7 Elections Not to Participate in Settlement it receives (including the numbers of valid
8 and deficient), and number of objections received.

10
11 M. Notice Procedure.

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

16
17 2. Notice Packets.

18
19 a) The Notice Packet shall contain the Notice of Class Action Settlement
20 in a form substantially similar to the form attached as **Exhibit A**. The
21 Notice of Class Action Settlement shall inform Class Members and
22 Aggrieved Employees that they need not do anything in order to
23 receive an Individual Settlement Payment and/or Aggrieved
24 Employees' individual shares of the PAGA Settlement and to keep the
25 Settlement Administrator apprised of their current mailing address, to
26 which the Individual Settlement Payments and/or Aggrieved
27

1 Employees' individual shares of the PAGA Settlement will be mailed
2 following the Funding Date. The Notice of Class Action Settlement
3 shall set forth the release to be given by all members of the Class who
4 do not request to be excluded from the Settlement Class and/or
5 Aggrieved Employees' in exchange for an Individual Settlement
6 Payment and/or Aggrieved Employees Payment, the number of
7 Workweeks worked by each Class Member during the Class Period
8 and the number of Pay Periods worked by the employee during the
9 PAGA Period, if any, and the estimated amount of their Individual
10 Settlement Payment if they do not request to be excluded from the
11 Settlement and each Aggrieved Employee's share of the PAGA
12 Settlement, if any. The Settlement Administrator shall use the Class
13 Data to determine Class Members' Workweeks and PAGA Pay
14 Periods. The Notice will also advise the Aggrieved Employees that
15 they will release the Released PAGA Claims and will receive their
16 share of the PAGA Settlement regardless of whether they request to
17 be excluded from the Settlement.
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- 21 b) The Notice Packet's mailing envelope shall include the following
22 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
23 ENTITLED TO PARTICIPATE IN A CLASS ACTION
24 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
25 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
26 NOTICE."
27
28

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

13
14 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
15 Administrator as non-delivered on or before the Response Deadline shall be
16 re-mailed to any forwarding address provided. If no forwarding address is
17 provided, the Settlement Administrator shall promptly attempt to determine a
18 correct address by lawful use of skip-tracing, or other search using the name,
19 address and/or Social Security number of the Class Member involved, and
20 shall then perform a re-mailing, if another mailing address is identified by the
21 Settlement Administrator. In addition, if any Notice Packets, which are
22 addressed to Class Members who are currently employed by Defendant, are
23 returned to the Settlement Administrator as non-delivered and no forwarding
24 address is provided, the Settlement Administrator shall notify Defendant.
25 Defendant will request that the currently employed Class Member provide a
26 corrected address and transmit to the Administrator any corrected address
27 corrected address and transmit to the Administrator any corrected address
28 corrected address

provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments or Aggrieved Employee Payments. Class Members will have the opportunity, should they disagree with Defendant's records regarding the number of Workweeks or PAGA Pay Periods to provide documentation and/or an explanation to show contrary information. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

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

7. Exclusions. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a signed copy of the request for exclusion by the

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

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

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

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

23
24
25 2. Calculation of Aggrieved Employee Payments. Using the Class Data, the
26 Settlement Administrator shall add up the total number of PAGA Pay Periods
27 for all Aggrieved Employees during the PAGA Period. The respective PAGA
28

1 Pay Periods for each Aggrieved Employee will be divided by the total PAGA
2 Pay Periods for all Aggrieved Employees, resulting in the PAGA Payment
3 Ratio for each Aggrieved Employee. Each Aggrieved Employee's PAGA
4 Payment Ratio will then be multiplied by \$4,000 to calculate each Aggrieved
5 Employee Payment.
6

7 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
8 Settlement Payments shall be allocated and treated as follows: 20% as wages
9 ("Wage Portion") and 80% as penalties and interest ("Non-Wage Portion").
10 The Wage Portion is subject to wage withholdings and shall be reported on
11 IRS Form W-2. The Non-Wage Portion shall not be subject to wage
12 withholdings and shall be reported on IRS Form 1099.
13

14 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
15 Employee Payments shall be allocated and treated as 100% penalties and shall
16 be reported on IRS Form 1099.
17

18 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
19 individual shares of the PAGA Settlement made to Settlement Class Members
20 and/or Aggrieved Employees under this Settlement Agreement, as well as any
21 other payments made pursuant to this Settlement Agreement, will not be
22 utilized to calculate any additional benefits under any benefit plans to which
23 any Class Members may be eligible, including, but not limited to profit-
24 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
25 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
26 Parties' intention that this Settlement Agreement will not affect any rights,
27
28

1 contributions, or amounts to which any Class Members may be entitled under
2 any benefit plans.

3
4 6. All monies received by Settlement Class Members under the Settlement which
5 are attributable to wages shall constitute income to such Settlement Class
6 Members solely in the year in which such monies actually are received by the
7 Settlement Class Members. It is the intent of the Parties that Individual
8 Settlement Payments and individual Aggrieved Employee Payments provided
9 for in this Settlement agreement are the sole payments to be made by Defendant
10 to Settlement Class Members and/or Aggrieved Employees in connection with
11 this Settlement Agreement, with the exception of Plaintiffs, and that the
12 Settlement Class Members and/or Aggrieved Employees are not entitled to any
13 new or additional compensation or benefits as a result of having received the
14 Individual Settlement Payments and/or their shares of the PAGA Settlement.
15

16
17 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
18 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
19 and/or Aggrieved Employees last known mailing address no later than fifteen
20 (15) calendar days after Funding Date.
21

22 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
23 Employees shall remain valid and negotiable for one hundred and eighty (180)
24 days from the date of their issuance. If a Settlement Class Member and/or
25 Aggrieved Employee does not cash his or her settlement check within 90 days,
26 the Settlement Administrator will send a letter to such persons, advising that
27 the check will expire after the 180th day, and invite that Settlement Class
28

1 Member and/or Aggrieved Employee to request reissuance in the event the
2 check was destroyed, lost or misplaced. In the event an Individual Settlement
3 Payment and/or Aggrieved Employee's individual share of the PAGA
4 Settlement check has not been cashed within one hundred and eighty (180)
5 days, all funds represented by such uncashed checks, plus any interest accrued
6 thereon, shall be transmitted to the Controller of the State of California to be
7 held pursuant to the Unclaimed Property Law, California Civil Code § 1500
8 *et seq.*, in the names and corresponding amounts associated with each Class
9 Member and/or Aggrieved Employee whose check(s) are cancelled.
10

- 11
- 12 9. Class Representative Service Awards. In addition to the Individual Settlement
13 Payment and their individual share of the PAGA Settlement to be paid to
14 Plaintiffs, Plaintiffs will apply to the Court for an award of not more than
15 \$10,000.00 each, as the Class Representative Service Awards. Defendant
16 does not presently intend to oppose Class Representative Service Awards of
17 not more than \$10,000.00 for each Plaintiff. In the event the Court reduces or
18 does not approve of the requested Service Award payments, Plaintiffs shall
19 not have the right to revoke the settlement and it will remain binding. Plaintiffs
20 each retain the right to appeal any denial of a requested Service Award. The
21 Settlement Administrator shall pay the Class Representative Service Awards,
22 either in the amount stated herein if approved by the Court or some other
23 amount as approved by the Court, to Plaintiffs from the Gross Settlement
24 Amount no later than fifteen (15) calendar days after the Funding Date. Any
25 portion of the requested Class Representative Service Awards that are not
26 awarded to the Class Representatives shall be part of the Net Settlement
27
28

1 Amount and shall be distributed to Settlement Class Members as provided in
2 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
3 — MISC to Plaintiffs for their Class Representative Service Awards.
4 Plaintiffs shall be solely and legally responsible to pay any and all applicable
5 taxes on their Class Representative Service Awards and shall hold harmless
6 the Defendant from any claim or liability for taxes, penalties, or interest
7 arising as a result of the Class Representative Service Awards. The Class
8 Representative Service Awards shall be in addition to Plaintiffs' Individual
9 Settlement Payment as a Settlement Class Member. Approval of this
10 Settlement shall not be conditioned on Court approval of the requested amount
11 of the Class Representative Service Award. In the event that the Court reduces
12 or does not approve the requested Class Representative Service Award,
13 Plaintiffs shall not have the right to revoke the Settlement, and it will remain
14 binding.
15
16

- 17
18 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
19 attorneys' fees not to exceed one-third of the Gross Settlement Amount
20 currently estimated to be \$124,166.66 plus costs and expenses supported by
21 declaration not to exceed Twenty Thousand Dollars (\$20,000), from the Gross
22 Settlement Amount will be filed. Any portion of the requested Class Counsel
23 Award that is not awarded to Class Counsel shall be part of the Net Settlement
24 Amount and shall be distributed to Settlement Class Members as provided in
25 this Agreement. The Settlement Administrator shall allocate and pay the
26 Class Counsel Award to Class Counsel from the Gross Settlement Amount no
27 later than fifteen (15) calendar days after the Funding Date. Class Counsel
28

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

- 9
- 10 11. PAGA Settlement. Sixteen Thousand Dollars (\$16,000) shall be allocated
11 from the Gross Settlement Amount to the “PAGA Settlement.” The
12 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
13 Settlement (\$12,000.00) to the California Labor and Workforce Development
14 Agency no later than twenty-five (25) calendar days after the Funding Date
15 (hereinafter “LWDA Payment”). Twenty-five (25%) of the PAGA Settlement
16 (\$4,000.00) will be distributed to the Aggrieved Employees as Aggrieved
17 Employee Payments as described in this Agreement. In the event that the
18 Court alters or otherwise does not approve the amount allocated to the PAGA
19 Settlement in this Agreement, the Parties agree that the Gross Settlement
20 Amount will not be affected and any additional amount attributed to the
21 PAGA Settlement will come from the Net Settlement Amount or any
22 reduction in the amount attributed to the PAGA Settlement will be added to
23 the Net Settlement Amount and Plaintiffs and Class Counsel shall not have
24 the right to revoke the Settlement, or to appeal such order, and the Settlement
25 will remain binding.
26
27
28

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$5,000. The Settlement Administrator shall be paid the Settlement Administration Costs no later than fifteen (15) calendar days after the Funding Date.

O. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with the Court a motion for order granting final approval and entering judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Class Representative Service Awards, the Class Counsel Award, the PAGA Settlement, and the Settlement Administration Costs. Plaintiffs will provide Defendant with a draft of the motion at least three (3) business days prior to the filing of the motion to give Defendant an opportunity to propose changes or additions to the motion

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

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

3
4 2. Final Approval Order and Judgment. Class Counsel shall present a proposed
5 order granting final approval of class action settlement to the Court for its
6 approval, and Judgment thereon, at the time Class Counsel files the Motion
7 for Final Approval.
8

9 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
10 an opportunity for Counsel for Defendant to review the motions for preliminary and
11 final approval, including the proposed order granting final approval of class action
12 settlement, and Judgment before filing with the Court. The Parties and their counsel
13 will cooperate with each other and use their best efforts to effect the Court's approval
14 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
15 Judgment.
16

17 O. Cooperation. The Parties and their counsel will cooperate with each other and use
18 their best efforts to implement the Settlement.
19

20 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
21 except such proceedings necessary to implement and complete the Settlement, pending
22 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
23

24 Q. Amendment or Modification. This Agreement may be amended or modified only by
25 a written instrument signed by counsel for all Parties or their successors-in-interest.
26
27
28

1 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
2 Agreement among these Parties, and no oral or written representations, warranties or
3 inducements have been made to any Party concerning this Agreement or its Exhibit
4 other than the representations, warranties and covenants contained and memorialized
5 in this Agreement and its Exhibit.
6

7 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
8 represent they are expressly authorized by the Parties whom they represent to negotiate
9 this Agreement and to take all appropriate action required or permitted to be taken by
10 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
11 documents required to effectuate the terms of this Agreement. The persons signing
12 this Agreement on behalf of Defendant represents and warrants that he/she is
13 authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and
14 warrant that they are authorized to sign this Agreement and that they have not assigned
15 any claim, or part of a claim, covered by this Settlement to a third-party.
16
17

18 T. No Public Comment: The Parties and their counsel agree that they will not issue any
19 press releases, initiate any contact with the press, respond to any press inquiry, or have
20 any communication with the press about the fact, amount or terms of the Settlement
21 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
22 of its terms for any marketing or promotional purposes. Nothing herein will restrict
23 Class Counsel from including publicly available information regarding this settlement
24 in future judicial submissions regarding Class Counsel's qualifications and experience.
25 Further, Class Counsel will not include, reference, or use the Settlement Agreement
26 for any marketing or promotional purposes, either before or after the Motion for
27
28

1 Preliminary Approval is filed. Nothing herein or in the individual settlement
2 agreements between Plaintiff Desanctis and Defendant shall prevent Plaintiff
3 Desanctis from disclosing the terms of the individual settlement to the Court, upon the
4 Court's request, in an effort to seek and obtain approval of this Settlement.
5

6 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
7 to the benefit of, the successors or assigns of the Parties, as previously defined.
8

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

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

17 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
18 is a fair, adequate and reasonable settlement of these Actions and have arrived at this
19 Settlement after extensive arms-length negotiations, taking into account all relevant
20 factors, present and potential.
21

22 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
23 respect to the interpretation, implementation and enforcement of the terms of this
24 Agreement and all orders and judgments entered in connection therewith, and the
25 Parties and their counsel submit to the jurisdiction of the Court for purposes of
26 interpreting, implementing and enforcing the settlement and all orders and judgments
27 entered in connection with this Agreement.
28

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

5
6 AA. No Unalleged Claims. Plaintiffs and Class Counsel represent that, except for Plaintiff
7 Desanctis's individual claims, which are covered in their individual settlement
8 agreement, they do not currently intend to pursue any claims against the Defendant,
9 including, but not limited to, any and all claims relating to or arising from Plaintiffs'
10 employment with Defendant, regardless of whether Class Counsel is currently aware
11 of any facts or legal theories upon which any claims or causes of action could be
12 brought against Defendant, including those facts or legal theories alleged in the
13 operative complaints in the Actions. The Parties further acknowledge, understand and
14 agree that this representation is essential to the Agreement and that this Agreement
15 would not have been entered into were it not for this representation.

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

20
21 CC. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
22 Released Claims have merit and give rise to liability on the part of Defendant.
23 Defendant claims that the Released Claims have no merit and do not give rise to
24 liability. This Agreement is a compromise of disputed claims. Nothing contained in
25 this Agreement and no documents referred to and no action taken to carry out this
26 Agreement may be construed or used as an admission by or against the Defendant or
27 Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other
28

1 than as may be specifically set forth herein, each Party shall be responsible for and
2 shall bear its/their own attorney's fees and costs.

3
4 DD. Confidentiality. Class Counsel agrees that it will not initiate or contact or have any
5 communications with putative Class Members during the Settlement approval process.
6 Nothing will prevent Class Counsel from responding to inquiries from putative Class
7 Members. For its part, Defendant agrees it shall not discourage putative Class
8 Members from participating in the Settlement and shall refer any questions to the
9 Claims Administrator. No public comment, communications to media, or any form of
10 advertising or public announcement (including social media) regarding the case shall
11 be made by Plaintiffs or Class Counsel at any time. Prior to filing of the Motions for
12 Preliminary and Final Approval, Class Counsel shall not discuss the terms of the
13 settlement or the negotiations leading to settlement with any person other than the
14 Plaintiffs and Class Administrator. Nothing herein or in the individual settlement
15 agreement between Plaintiff Desantis and Defendant shall prevent Plaintiff Desantis
16 from disclosing the terms of the individual settlement to the Court, upon the Court's
17 request, in an effort to seek and obtain approval of this Settlement.
18
19

20 EE. Individual Settlement Agreement. The Parties have separately entered into an
21 individual settlement agreement and general release of Plaintiff Desantis derivative
22 individual claims (Case Number RCI-CM-827567) for damages and penalties that are
23 outside the scope of this Settlement. Plaintiff Desantis shall separately receive
24 payment from Defendant in accordance with a separate individual settlement
25 agreement, which shall be confidential, except to the extent that disclosure of such
26
27
28

individual settlement agreement is necessary in order to secure the Court's approval of
this Agreement.

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

DATED: Nov 21, 2022


Dino de Sanctis (Nov 21, 2022 16:20 PST)

DINO DESANCTIS

DATED: 12/20/2022


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TYRONE BARNES

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

DATED: _____

DOUGLAS PRODUCTS AND PACKAGING
COMPANY, LLC

Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: November 22, 2022

JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiffs and the Settlement Class
Members

DATED: November 22, 2022

ZAKAY LAW GROUP, APLC

1 individual settlement agreement is necessary in order to secure the Court's approval of
2 this Agreement.
3

4 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:
5

6 DATED: _____
7

DINO DESANCTIS

8 DATED: _____
9

TYRONE BARNES

10
11 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:
12

13 DATED: _____
14

15 
DOUGLAS PRODUCTS AND PACKAGING
COMPANY, LLC

16 Chris Bridgnell
17 Printed Name

18 Chief Financial Officer
19 Title

20 IT IS SO AGREED AS TO FORM BY COUNSEL:
21

22 DATED: _____
23

JCL LAW FIRM, A.P.C.

24 By: _____
25

Attorneys for Plaintiffs and the Settlement Class
Members

26
27
28 DATED: _____

ZAKAY LAW GROUP, APLC

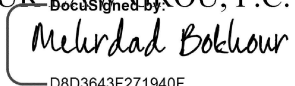
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By: 

Attorneys for Plaintiffs and the Settlement Class Members

DATED: 12/20/2022

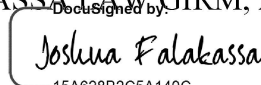
BOKHOUR LAW GROU, P.C.

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Attorneys for Plaintiffs and the Settlement Class Members

DATED: 12/20/2022

FALAKASSA LAW GIRM, APC

By: 
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Attorneys for Plaintiffs and the Settlement Class Members

DATED:

HUSCH BLACKWELL, LLP

By:

Attorneys for Defendant

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By: 

Attorneys for Plaintiffs and the Settlement Class
Members

BOKHOUR LAW GROU, P.C.

By: _____

Attorneys for Plaintiffs and the Settlement Class
Members

FALAKASSA LAW GIRM, APC

By: _____

Attorneys for Plaintiffs and the Settlement Class
Members

HUSCH BLACKWELL, LLP

By: 

Attorneys for Defendant

EXHIBIT A

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

*(Desanctis v. Douglas Products & Packaging, LLC, Contra Costa County Superior Court
Case No. C21-01874)*

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved or you may appear at the final hearing on [INSERT DATE] at [INSERT TIME] either in person or remotely. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Contra Costa (the “Court”) has been reached between Plaintiffs Dino Desanctis (“Plaintiff *Desanctis*”) and Tyrone Barnes (“Plaintiff *Barnes*”) (collectively Plaintiffs”) and Defendant Douglas Products & Packaging, LLC, a Missouri Limited Liability Company (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

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

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

The “Class Period” is the period of time running from September 8, 2017 to May 23, 2022.

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

2. What is this class action lawsuit about?

On September 8, 2021, Plaintiff *Desanctis* filed a Complaint against Defendant in the Superior Court of the State of California, County of Contra Costa (“*Desanctis* Action”). Plaintiff *Desanctis* asserted claims that Defendant: (a) Violated California Business and Professions Code § 17200 *et seq.*; (b) Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*; (c) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order ; (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (f) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; and (h) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.* On XX, Plaintiff *Desanctis* filed a First Amended Complaint incorporating the claims and factual allegations asserted Barnes Action as well as adding Tyrone Barnes as a named Plaintiff in the *Desanctis* Action.

On February 18, 2022, Plaintiff *Barnes* filed a Complaint against Defendant in the Superior Court of the State of California County of Contra Costa (“*Barnes* Action”). Plaintiff *Barnes* asserted claims that Defendant: (1) Failed to pay all minimum wages; (2) Failed to pay all overtime wages; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Violations; (6) Waiting Time Penalties; and (7) Unfair Competition.

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

On May 23, 2022, the Parties participated in an all-day mediation with David Rotman, Esq., an experienced mediator of wage and hour class actions. The mediation concluded with a settlement after both sides agreed to a Mediator’s proposal. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representative, and the law firms of JCL Law Firm, APC, Bokhour Law Group, P.C., and Zakay Law Group, APC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Three Hundred Seventy-Two Thousand Five Hundred Dollars (\$372,500) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Participating Class Members, Class Counsel’s attorneys’ fees and costs, Settlement Administration Expenses, the LWDA Payment, PAGA Shares, and the Class Representative Service Payments to the Plaintiffs.

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

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$5,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$124,166.66) and a Class Counsel Litigation Expenses Payment of not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payments. Class Representative Service Payments of up to Ten Thousand Dollars (\$10,000) to each Plaintiff, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook.
- PAGA Payment. A payment of \$16,000 relating to Plaintiffs' claim under the Private Attorneys General Act ("PAGA"), \$12,000.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$4,000.00 will be distributed to PAGA Employees as part of the Net PAGA Amount.
- Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, the LWDA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). The Settlement Share for each Settlement Class Member will be calculated by dividing the Net Settlement Amount by the total number of workweeks for all Settlement Class Members that occurred during the Class Period and multiplying the result by each individual Settlement Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as a normal seven-day week of work during the Class Period in which, according to Defendant's records, a member of the class worked at least one-day during any such workweek.
- Calculation of PAGA Penalties Payments to PAGA Employees. The Net PAGA Amount shall be distributed to PAGA Employees irrespective of whether they exclude themselves or opt-out. The Net PAGA Amount will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendant and performed work in California during the PAGA Period. The PAGA Period means the period between June 29, 2020 to May 23, 2022.

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

Tax Matters. 20% of each Settlement Share is allocated to wages. Taxes are withheld from this amount, and each Participating Class Member will be issued an Internal Revenue Service Form W-2 for such payment. 80% of each Settlement Share is allocated to interest, penalties and other non-wage payments, and no taxes will be withheld, and each Participating Class Member will be issued an Internal Revenue Service Form 1099 for such payment. In addition, no taxes will be withheld from the PAGA Penalties paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

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

4. What Do I Release Under the Settlement?

Release by Settlement Class Members. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendant, Plaintiffs and the Settlement Class Members shall release all class claims alleged in the operative complaint, or that reasonably could have been alleged based on the facts alleged in the operative complaint, which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

Release by the Aggrieved Employees. Upon entry of final judgment and upon funding in full of the Gross Settlement Amount by Defendant, all Aggrieved Employees shall release all PAGA claims alleged in the operative complaint and Plaintiffs' PAGA notice(s) submitted to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendant's records reflect that you have << [REDACTED] >> Workweeks worked during the Class Period (September 8, 2017 to May 23, 2022).

Based on this information, your estimated Individual Settlement Payment is << [REDACTED] >>.

Defendant's records reflect that you have << [REDACTED] >> PAGA Pay Periods worked during the PAGA Period (June 29, 2020 to May 23, 2022).

Based on this information, your estimated Individual Aggrieved Employee is << [REDACTED] >>.

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

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____. (800) _____.

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

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

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

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is _____. The request for exclusion must state in substance: The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

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

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Desantis v. Douglas Products and Packaging Company, LLC, Contra Costa County Superior Court, Case No. C21-01874***. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

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

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

The addresses for the Parties' counsel are as follows:

Class Counsel:

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

Class Counsel:

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

Counsel for Defendant:

Andrew J. Weissler
Husch Blackwell, LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 6315
Tel.: (314) 480-1500
Fax: (314) 480-1505
E-Mail: aj.weissler@huschblackwell.com

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

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** , at the Contra Costa County Superior Court, Dept. 39, located at 725 Court Street, Martinez, CA 94553 before Judge Edward G. Weil. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

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

You may call the Settlement Administrator at 1-888-250-6810 or write to ***Desantis v. Douglas Products and Packaging Company, LLC, Contra Costa County Superior Court, Case No. C21-01874***, Settlement Administrator, c/o _____.

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

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed.
- In the event an Individual Settlement Payment and/or Individual Aggrieved Employee Payment has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be distributed consistent with California Code of Civil Procedure § 384 as follows: transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the names and corresponding amounts associated with each Class Member and/or Aggrieved Employee whose check(s) are cancelled.

EXHIBIT 2

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
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ZAKAY LAW GROUP, APLC

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jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff DINO DESANCTIS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

DINO DESANCTIS; TYRONE BARNES,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

v.

DOUGLAS PRODUCTS & PACKAGING
COMPANY, LLC, a Missouri Limited
Liability Company; and DOES 1-50, Inclusive,

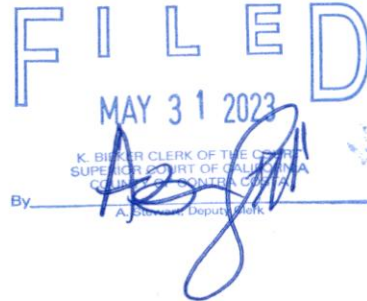
Defendant.

Case No. C21-01874

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

Date: May 15, 2023
Time: 9:00 a.m.

Judge: Hon. Judge Charles S. Treat
Dept.: 12



1 This matter having come before the Honorable Judge Charles S. Treat of the Superior Court of
2 the State of California, in and for the County of Contra Costa, with Jean-Claude Lapuyade, Esq., of the
3 JCL Law Firm, APC and Shani O. Zakay, Esq. of the Zakay Law Group, APLC, Mehrdad Bokhour,
4 Esq. of Bokhour Law Group, P.C., and Joshua Falakassa, Esq. of Falakassa Law P.C. as counsel for
5 plaintiffs DINO DESANCTIS and TYRONE BARNES ("Plaintiffs"), and Ben McMillen, Esq. and AJ
6 Weissler, Esq. of Husch Blackwell, LLP, appearing for defendant DOUGLAS PRODUCTS AND
7 PACKAGING COMPANY, LLC, a Missouri limited liability company ("Defendant").

8 Plaintiffs Dino Desanctis and Tyrone Barnes move for preliminary approval of their class action
9 and PAGA settlement with defendant Douglas Products & Packaging LLC. The motion is **granted**.

10 **A. Background and Settlement Terms**

11 Douglas is in the business of manufacturing and marketing specialty products in agriculture and
12 structural pest control. Plaintiffs were employed (Desantis formerly, and Barnes currently) as workers
13 in a warehouse facility in California.

14 The original complaint was filed by Desantis on September 8, 2021 as a class action and PAGA
15 case. Barnes filed a parallel class action complaint on February 18, 2022.

16 The settlement would create a gross settlement fund of \$372,500. The class representative
17 payments to the named plaintiffs would be \$10,000 each. Attorney's fees would be \$124,166.66 (one-
18 third of the settlement). Litigation costs would not exceed \$20,000. The settlement administrator's costs
19 are estimated at \$5,000. PAGA penalties would be \$16,000, resulting in a payment of \$12,000 to the
20 LWDA. The net amount paid directly to the class members would be about \$187,333.34. The fund is
21 non-reversionary. There are an estimated 52 class members. Based on the estimated class size, the
22 average net payment for each class member is approximately \$3,600. The individual payments will
23 vary considerably, however, because of the allocation formula prorating payments according to the
24 number of weeks worked during the relevant time. The number of aggrieved employees for PAGA
25 purposes is smaller, because the starting date of the relevant period is later.

26 The entire settlement amount will be deposited with the settlement administrator within 65 days
27 after the effective date of the settlement.

1 The proposed settlement would certify a class of all current and former non-exempt employed
2 at Defendants' California facilities between September 8, 2017 and May 23, 2022. For PAGA purposes,
3 the period covered by the settlement is June 29, 2020 to May 23, 2022.

4 The class members will not be required to file a claim. Class members may object or opt out of
5 the settlement. (Aggrieved employees cannot opt out of the PAGA portion of the settlement.) Funds
6 would be apportioned to class members based on the number of workweeks worked during the class
7 period.

8 A list of class members will be provided to the settlement administrator within 10 days after
9 preliminary approval. Various prescribed follow-up steps will be taken with respect to mail that is
10 returned as undeliverable. Settlement checks not cashed within 180 days will be cancelled, and the
11 funds will be directed to the Comptroller's unclaimed property fund.

12 The settlement contains release language covering all claims and causes of action, alleged or
13 which could have reasonably been alleged based on the allegations in the operative pleading, including
14 a number of specified claims. Under recent appellate authority, the limitation to those claims with the
15 "same factual predicate" as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt.,*
16 *LLC* (2021) 69 Cal.App.5th 521, 537 ("A court cannot release claims that are outside the scope of the
17 allegations of the complaint.") "Put another way, a release of claims that goes beyond the scope of the
18 allegations in the operative complaint' is impermissible." (*Id.*, quoting *Marshall v. Northrop Grumman*
19 *Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

20 Formal discovery was undertaken, resulting in the production of substantial documents. The
21 matter settled after arms-length negotiations, which included a session with an experienced mediator.

22 Counsel also has provided an analysis of the case, and how the settlement compares to the
23 potential value of the case, after allowing for various risks and contingencies. Plaintiffs' claims center
24 on defendant's adoption of an alternative workweek schedule, providing for fewer and longer shifts per
25 week than is typical. Plaintiffs contend that this results in unpaid overtime. They also contend that
26 defendant's timekeeping uses an unlawful rounding policy. Plaintiffs also assert typical claims as to
27 meal and rest breaks and early-reporting off-clock work. Defendant contends that its policies on breaks

1 arc legally compliant and any spot deviations would be both untrackable and unknown to defendant,
2 and that employees were instructed not to work off-clock; it also contends that these allegations would
3 be unsuitable for class treatment. It contends that its rounding system is neutral as between rounding
4 up and rounding down.

5 The potential liability needs to be adjusted for various evidence and risk-based contingencies,
6 including problems of proof. PAGA penalties are difficult to evaluate for a number of reasons: they
7 derive from other violations, they include “stacking” of violations, the law may only allow application
8 of the “initial violation” penalty amount, and the total amount may be reduced in the discretion of the
9 court. (See Labor Code § 2699(c)(2) (PAGA penalties may be reduced where “based on the facts and
10 circumstances of the particular case, to do otherwise would result in an award that is unjust arbitrary
11 and oppressive, or confiscatory.”)) Moreover, recent decisions may make it difficult for PAGA
12 plaintiffs to recover statutory penalties, as opposed to actual missed wages. (See, e.g., *Naranjo v.*
13 *Spectrum Security Services, Inc.* (2023) 88 Cal.App.5th 937; but see *Gola v. University of San*
14 *Francisco* (2023) 90 Cal.App.5th 548, 566-67.)

15 Counsel attest that notice of the proposed settlement was transmitted to the LWDA concurrently
16 with the filing of the motion.

17 **B. Legal Standards**

18 The primary determination to be made is whether the proposed settlement is “fair, reasonable,
19 and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the
20 strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the
21 risk of maintaining class action status through trial, the amount offered in settlement, the extent of
22 discovery completed and the state of the proceedings, the experience and views of counsel, the presence
23 of a governmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro*, 69
24 Cal.App.5th 521.)

25 Because this matter also proposes to settle PAGA claims, the Court also must consider the
26 criteria that apply under that statute. Recently, the Court of Appeal’s decision in *Moniz v. Adecco USA,*
27 *Inc.* (2021) 72 Cal.App.5th 56, provided guidance on this issue. In *Moniz*, the court found that the “fair,
28

1 reasonable, and adequate” standard applicable to class actions applies to PAGA settlements. (Id., at
2 64.) The Court also held that the trial court must assess “the fairness of the settlement’s allocation of
3 civil penalties between the affected aggrieved employees”. (Id., at 64-65.)

4 California law provides some general guidance concerning judicial approval of any settlement.
5 First, public policy generally favors settlement. (Neary v. Regents of University of California (1992) 3
6 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy.
7 (Bechtel Corp. v. Superior Court (1973) 33 Cal.App.3d 405, 412; Timney v. Lin (2003) 106
8 Cal.App.4th 1121, 1127.) Moreover, “The court cannot surrender its duty to see that the judgment to
9 be entered is a just one, nor is the court to act as a mere puppet in the matter.” (California State Auto.
10 Assn. Inter-Ins. Bureau v. Superior Court (1990) 50 Cal.3d 658, 664.) As a result, courts have
11 specifically noted that Neary does not always apply, because “Where the rights of the public are
12 implicated, the additional safeguard of judicial review, though more cumbersome to the settlement
13 process, serves a salutatory purpose.” (Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of
14 America (2006) 141 Cal.App.4th 48, 63.)

15 **C. Attorney Fees**

16 Plaintiffs seek one-third of the total settlement amount as fees, relying on the “common fund”
17 theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar
18 cross-check. In Lafitte v. Robert Half International (2016) 1 Cal.5th 480, 503, the Supreme Court
19 endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is
20 reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily
21 high or low, the trial court should consider whether the percentage used should be adjusted so as to
22 bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make
23 such an adjustment.” (Id., at 505.) Following typical practice, however, the fee award will not be
24 considered at this time, but only as part of final approval.

25 Similarly, litigation costs and the requested representative payment of \$10,000 for the plaintiff
26 will be reviewed at time of final approval. Criteria for evaluation of representative payment requests
27 are discussed in Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-07.

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Counsel is directed to prepare an order reflecting this entire tentative ruling, the other findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk by phone. Other dates in the scheduled notice process should track as appropriate to the hearing date. The ultimate judgment must provide for a compliance hearing after the settlement has been completely implemented. Plaintiffs' counsel are to submit a compliance statement one week before the compliance hearing date. Five percent of the attorney's fees are to be withheld by the claims administrator pending satisfactory compliance as found by the Court.

1. The Court preliminarily approves the Stipulation of Settlement of Class Action and PAGA Claims and Release of Claims ("Settlement Agreement" or "Agreement"), a true and correct copy of which is attached hereto as **Exhibit "1"**. This is based on the Court's determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that Defendant shall pay is Three Hundred Seventy-Two Thousand Five Hundred Dollars (\$372,500.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the litigation. It further appears that the Settlement has been reached as the result of

1 intensive, serious, and non-collusive arms-length negotiations.

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

8 5. Plaintiffs seek a Class Counsel Award in the amount of up-to one-third of the Gross
9 Settlement Amount for attorneys' fees, currently estimated at One Hundred Twenty-Four Thousand
10 One Hundred Sixty-Six Dollars and Sixty-Six Cents (\$124,166.66), plus costs of up to Twenty
11 Thousand Dollars (\$20,000), and proposed Class Representative Service Awards to the Class
12 Representatives, Dino Desantis, in an amount of not more than Ten Thousand Dollars (\$10,000), and
13 Tyrone Barnes, in an amount of not more than Ten Thousand Dollars (\$10,000). While these awards
14 appear to be within the range of reasonableness, the Court will not approve the Class Counsel Award
15 or Class Representative Service Awards until the Final Approval Hearing.

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

20 "All non-exempt employees who are or previously were employed by
21 Defendant and performed work in California during the Class Period
22 [September 8m 2017 to May 23, 2022]."

23 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
24 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
25 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
26 common questions of law and fact predominate, and there is a well-defined community of interest
27 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the

1 Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives
2 will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to
3 other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are
4 qualified to act as counsel for the Class Representatives in their individual capacities and as the
5 representatives of the Class Members.

6 8. The Court provisionally appoints plaintiffs DINO DESANCTIS and TYRONE BARNES
7 as the representatives of the Class.

8 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
9 APC, Shani Zakay, Esq. of Zakay Law Group, APLC, Mehrdad Bokhour, Esq. of Bokhour Law Group,
10 P.C., and Joshua Falakassa, Esq. of Falakassa Law, P.C. as Class Counsel for the Class Members.

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

21 11. The Court hereby appoints ILYM Group, Inc., as Settlement Administrator. Within ten
22 (10) business days after the Preliminary Approval Date, Defendant shall provide the Settlement
23 Administrator with the Class Data, including information regarding Class Members that Defendant will
24 in good faith compile from its records, including each Class Member's full name; last known mailing
25 address; last known personal email address; Social Security Number; start dates and end dates of
26 employment as a non-exempt employee in California during the Class Period. No later than fourteen
27 (14) calendar days after receiving the Class Data from Defendant, the Settlement Administrator shall

1 mail and email copies of the Notice Packet to all Class Members via first class U.S. Mail and electronic
2 mail.

3 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
4 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
5 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
6 Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be
7 postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
8 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed
9 Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who
10 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual
11 Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to
12 object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound
13 by all determinations of the Court, the Agreement, and Judgment.

14 13. Any Class Member who has not opted out may appear at the final approval hearing and
15 may object or express the Class Member's views regarding the Settlement and may present evidence
16 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
17 by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the
18 date the Settlement Administrator mails the Class Notice to postmark their written objections to the
19 Settlement Administrator.

20 14. A final approval hearing shall be held before this Court on **October 5, 2023 at 9:00 AM**
21 in Department 12 of the Contra Costa County Superior Court to determine all necessary matters
22 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
23 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
24 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
25 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
26 to the Class; and to finally approve the Class Counsel Award, Class Representative Service Awards,
27 and the Settlement Administration Costs. All papers in support of the motion for final approval and the
28

1 motion for Attorneys' Fee and Costs and Class Representative Service Awards shall be filed with the
2 Court and served on all counsel within twenty-eight (28) days following the expiration of the Response
3 Deadline.

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

12 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
13 and all dates provided for in the Agreement without further notice to Class Members and retains
14 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

15
16
17
18 Dated: _____

MAY 30 2023



JUDGE OF THE SUPERIOR COURT

CHARLES S. TREAT

EXHIBIT 3

From: [Natalia Michele](#)
To: [Madelyn Uchiyama](#); [Jennifer Heming](#); [Keshawna Wright](#)
Subject: Desantis
Date: Thursday, April 20, 2023 6:22:14 PM

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Date: Thursday, April 20, 2023 at 6:21 PM
To: Natalia Michele <natalia@zakaylaw.com>
Subject: Thank you for your Proposed Settlement Submission

04/20/2023 06:20:22 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT 4

EXHIBIT 5

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
DeSanctis v. Douglas Products (002-223)							
04/12/2021	No	Jean Claude Lapuyade	Fact Investigation - Client Intake	550.00	0:54	495.00	495.00
04/22/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Client Documents	550.00	2:54	1,595.00	2,090.00
04/23/2021	No	Jean Claude Lapuyade	Legal Research - Claim Analysis (Meal, Rest, Off the Clock, 2802)	550.00	4:12	2,310.00	4,400.00
05/20/2021	No	Jean Claude Lapuyade	Case Management - Drafted Letter to Client Re Claims Analysis and Timeline	550.00	3:06	1,705.00	6,105.00
05/25/2021	No	Jean Claude Lapuyade	Legal Research - LWDA Notice Requirements	550.00	1:30	825.00	6,930.00
05/28/2021	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited LWDA Notice	550.00	2:42	1,485.00	8,415.00
07/09/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re LWDA Notice Period and Timeline	550.00	0:24	220.00	8,635.00
08/16/2021	No	Jean Claude Lapuyade	Pleadings - Drafted Complaint	550.00	2:30	1,375.00	10,010.00
08/27/2021	No	Jean Claude Lapuyade	Case Management - TCW Client Re Complaint and Timeline	550.00	0:24	220.00	10,230.00
09/07/2021	No	Jean Claude Lapuyade	Pleadings - Finalized Complaint	550.00	1:12	660.00	10,890.00
01/21/2022	No	Jean Claude Lapuyade	Discovery - Reviewed Defendants' Responses to SI (Set 1)	550.00	1:30	825.00	11,715.00
02/18/2022	No	Jean Claude Lapuyade	Stip to Stay Pending Mediation	550.00	1:12	660.00	12,375.00
02/22/2022	No	Jean Claude Lapuyade	Case Management - Drafted Stip to Continue CMC	550.00	1:00	550.00	12,925.00
02/22/2022	No	Jean Claude Lapuyade	Correspondence re Stip to Stay	550.00	0:18	165.00	13,090.00
04/05/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data Demand	550.00	0:30	275.00	13,365.00
04/11/2022	No	Jean Claude Lapuyade	Fact Investigation - Emails to from Co-counsel Re Prior Owner	550.00	1:00	550.00	13,915.00
04/14/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:36	330.00	14,245.00
04/28/2022	No	Jean Claude Lapuyade	Email to client re status	550.00	1:36	880.00	15,125.00
04/28/2022	No	Jean Claude Lapuyade	Case Management - Calls/Emails Re JPA	550.00	1:00	550.00	15,675.00
05/06/2022	No	Jean Claude Lapuyade	Legal Research - Issues for Mediation Brief	550.00	6:00	3,300.00	18,975.00
05/09/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from Expert Re Mediation Data	550.00	0:30	275.00	19,250.00
05/09/2022	No	Jean Claude Lapuyade	Discovery - Reviewed Defendant's Mediation Data	550.00	3:54	2,145.00	21,395.00
05/10/2022	No	Jean Claude	Mediation - Reviewed and Revised Mediation	550.00	2:30	1,375.00	22,770.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade	Brief				
05/11/2022	No	Jean Claude Lapuyade	Discovery - Reviewed and Analyzed Expert Report	550.00	3:06	1,705.00	24,475.00
05/15/2022	No	Jean Claude Lapuyade	Law and Motion - Reviewed and Revised Mediation Brief	550.00	4:36	2,530.00	27,005.00
05/16/2022	No	Jean Claude Lapuyade	Case Management - TCW Client Re Mediation	550.00	1:00	550.00	27,555.00
05/18/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	550.00	0:30	275.00	27,830.00
05/18/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Settlement MOU	550.00	0:24	220.00	28,050.00
05/23/2022	No	Jean Claude Lapuyade	Attended Mediation	550.00	6:00	3,300.00	31,350.00
05/26/2022	No	Jean Claude Lapuyade	Drafted Class SAR	550.00	4:30	2,475.00	33,825.00
05/26/2022	No	Jean Claude Lapuyade	Emails to/from ILYM re Admin Bid	550.00	0:24	220.00	34,045.00
05/27/2022	No	Jean Claude Lapuyade	Emails to/from OPC Re Settlement MOU Terms	550.00	0:36	330.00	34,375.00
05/31/2022	No	Jean Claude Lapuyade	Pleadings - Drafted, Revised and Edited Stip to Vacate	550.00	0:30	275.00	34,650.00
06/07/2022	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited CMS	550.00	0:18	165.00	34,815.00
06/08/2022	No	Jean Claude Lapuyade	Pleadings - Emails to/from OPC Re Stip to Continue	550.00	0:18	165.00	34,980.00
06/13/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OPC Re MOU	550.00	0:48	440.00	35,420.00
06/23/2022	No	Jean Claude Lapuyade	Drafted Exclusion Form	550.00	0:24	220.00	35,640.00
06/23/2022	No	Jean Claude Lapuyade	Finished drafting Class SAR	550.00	1:18	715.00	36,355.00
06/23/2022	No	Jean Claude Lapuyade	Drafted Class Notice	550.00	1:30	825.00	37,180.00
06/23/2022	No	Jean Claude Lapuyade	Drafted Individual Agreement	550.00	2:48	1,540.00	38,720.00
06/28/2022	No	Jean Claude Lapuyade	Phone call with client re status of settlement agreement and timeline.	550.00	0:24	220.00	38,940.00
07/11/2022	No	Jean Claude Lapuyade	Finalized SAR, Class Notice and forwarded to OC for review.	550.00	0:36	330.00	39,270.00
07/14/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re Settlement Agreement	550.00	0:24	220.00	39,490.00
07/27/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OPC Re Settlement Agreement	550.00	0:30	275.00	39,765.00
07/27/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Counsel Re MOU	550.00	0:48	440.00	40,205.00
08/02/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re MOU	550.00	0:18	165.00	40,370.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
08/08/2022	No	Jean Claude Lapuyade	Revised Class SAR and Class Notice per JCL comments.	550.00	1:12	660.00	41,030.00
08/08/2022	No	Jean Claude Lapuyade	Settlement - Reviewed and Revised Settlement Agreements	550.00	1:18	715.00	41,745.00
08/10/2022	No	Jean Claude Lapuyade	Revised Class SAR per co-counsel's comments.	550.00	0:42	385.00	42,130.00
08/10/2022	No	Jean Claude Lapuyade	Emails to/from OC re SAR, Notice and Individual Agreement.	550.00	0:12	110.00	42,240.00
08/12/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Form	550.00	0:18	165.00	42,405.00
08/21/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Form	550.00	0:18	165.00	42,570.00
08/24/2022	No	Jean Claude Lapuyade	Settlement - Emails w/ OC Re Signature to MOU	550.00	0:18	165.00	42,735.00
09/16/2022	No	Jean Claude Lapuyade	TCW - OC Re Long Form Agreement	550.00	0:30	275.00	43,010.00
10/05/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Dismissal of Related Case	550.00	0:18	165.00	43,175.00
11/01/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Form	550.00	0:12	110.00	43,285.00
11/03/2022	No	Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited Long Form	550.00	0:24	220.00	43,505.00
11/15/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Form	550.00	0:18	165.00	43,670.00
11/21/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Forms	550.00	0:24	220.00	43,890.00
12/18/2022	No	Jean Claude Lapuyade	Legal Research - MPA Issues	550.00	3:06	1,705.00	45,595.00
12/18/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE Long Form and MPA	550.00	0:48	440.00	46,035.00
12/27/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Form	550.00	0:48	440.00	46,475.00
12/27/2022	No	Jean Claude Lapuyade	Case Management - R&R FAC and Stip. to File	550.00	0:54	495.00	46,970.00
12/29/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR and Stip to File FAC	550.00	0:48	440.00	47,410.00
01/13/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re MTC Extension	550.00	0:18	165.00	47,575.00
02/07/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC RE Long Form and FAC	550.00	0:48	440.00	48,015.00
02/08/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Long Form	550.00	0:18	165.00	48,180.00
02/21/2023	No	Jean Claude Lapuyade	Settlement - Drafted, Revised and Edited Stip to File SAC and Emails Re Same	550.00	0:54	495.00	48,675.00
03/08/2023	No	Jean Claude	Settlement - Emails to/from OC Re SAR	550.00	0:12	110.00	48,785.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
03/08/2023	No	Jean Claude Lapuyade	Legal Research - MOPA Issues	550.00	2:12	1,210.00	49,995.00
03/23/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re SAR	550.00	0:18	165.00	50,160.00
04/03/2023	No	Jean Claude Lapuyade	Law and Motion - R&R MPA P&A w/ Defense Edits	550.00	0:54	495.00	50,655.00
04/03/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re MPA	550.00	0:12	110.00	50,765.00
04/17/2023	No	Jean Claude Lapuyade	La wand Motion - Emails to/from Co Counsel Re Decs. ISO MPA	550.00	0:24	220.00	50,985.00
05/25/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Tentative	550.00	0:42	385.00	51,370.00
05/26/2023	No	Jean Claude Lapuyade	Finalized, filed and served revised Proposed Order	175.00	0:48	140.00	51,510.00
06/22/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice	550.00	0:18	165.00	51,675.00
06/30/2023	No	Jean Claude Lapuyade	Settlement - R&R Updated Notices and Mailing Documents from Admin	550.00	1:12	660.00	52,335.00
07/05/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Class Notice	550.00	0:12	110.00	52,445.00
07/13/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from OC Re Notice	550.00	0:18	165.00	52,610.00
07/17/2023	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Notice	550.00	0:12	110.00	52,720.00
07/20/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Bid	550.00	0:12	110.00	52,830.00
07/28/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:12	110.00	52,940.00
08/25/2023	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:30	275.00	53,215.00
08/30/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from Admin Re Dec. ISO Final	550.00	0:36	330.00	53,545.00
09/01/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Motion for Final Approval (P&As, Order and Supporting Decs.)	550.00	3:48	2,090.00	55,635.00
09/05/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Admin Dec. ISO FA	550.00	0:54	495.00	56,130.00
09/05/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Motion or Fees (P&As and Supporting Decs.)	550.00	3:12	1,760.00	57,890.00
Total for DeSanctis v. Douglas Products (002-223)					105:48	\$57,890.00	

EXHIBIT 6

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
DeSanctis v. Douglas Products (002-223)						
06/30/2021	Journal Entry	June 2021		Postage for June 2021	13.92	13.92
		Postage				
07/31/2021	Journal Entry	July 2022		Postage for July 2021	6.96	20.88
		Postage				
07/31/2021	Journal Entry	July 2022		Copies for July 2021	0.40	21.28
		Postage				
10/31/2021	Journal Entry	Oct 2021		Copies for Oct 2021	2.00	23.28
		Postage				
10/31/2021	Journal Entry	Oct 2021		Postage for Oct 2021	1.26	24.54
		Postage				
11/15/2021	Journal Entry	Sept 2022		Postage for Sep 2021	8.36	32.90
		Postage				
11/15/2021	Journal Entry	Sept 2022		Copies for Sep 2021	2.00	34.90
		Postage				
11/30/2021	Journal Entry	Nov 2021		Copies for Nov 2021	0.30	35.20
		Postage				
12/31/2021	Journal Entry	Dec 2021		Copies for Dec 2021	1.00	36.20
		Postage				
02/28/2022	Journal Entry	Feb 2022		Copies for Feb 2022	0.10	36.30
		Postage				
04/25/2022	Check	Wire	David A. Rotman		6,625.00	6,661.30
05/31/2022	Journal Entry	May 2022		Copies for May 2022	0.10	6,661.40
		Postage				
06/09/2022	Check	2841	Berger Consulting Group	Inv. 6221	550.00	7,211.40
06/30/2022	Journal Entry	June 2022		Copies for June 2022	0.25	7,211.65
		Postage				
07/05/2022	Expense		File & Serve Express		142.70	7,354.35
09/17/2022	Expense		One Legal LLC	One Legal Order Number: 18937023 - Filing Fee Re: Case Management Conference Statement Filed, Proof of Service	16.57	7,370.92
01/26/2023	Expense		One Legal LLC	One Legal Order no. 19714382 - Filing Fee Re: Case Management Conference Statement Filed, Proof of Service	17.04	7,387.96
01/31/2023	Journal Entry	Jan		Copies for January 2023	0.10	7,388.06

JCL Law Firm

Transaction Report

All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	AMOUNT	BALANCE
		2023 Postage				
04/30/2023	Journal Entry	April 2023		Copies for April 2023	0.50	7,388.56
		2023 Postage				
04/30/2023	Journal Entry	April 2023		Postage for April 2023	0.60	7,389.16
		Postage				
05/26/2023	Expense		One Legal LLC	One Legal Order Number: 20495857 - Filing Fee Re: Order Filed Re:, Proof of Service	17.04	7,406.20
05/26/2023	Expense		One Legal LLC	One Legal Order Number: 20495858 - Filing Fee Re: Proposed Order Granting Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement, Proof of Service	58.17	7,464.37
05/31/2023	Journal Entry	May 2023		Copies for May 2023	0.20	7,464.57
		Postage				
Total for DeSanctis v. Douglas Products (002-223)					\$7,464.57	
TOTAL					\$7,464.57	

EXHIBIT 7

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

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

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

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

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