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Attorneys for Plaintiff NICOLAS NEUTALL

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO**

NICOLAS NEUTALL, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

URBAN ALCHEMY, a California
Corporation; and DOES 1-50, Inclusive,
Defendants.

Case No: CGC-20-588622

**DECLARATION OF SHANI O. ZAKAY,
ESQ. IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Hearing Date: March 7, 2023

Hearing Time: 9:30 a.m.

Department: 302

Trial Date: Not Set

Action Filed: December 23, 2020

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am an attorney at the Zakay Law Group, APLC and co-lead counsel of record for
3 Plaintiff in this matter. As such, I am fully familiar with the facts, pleadings and history of the
4 matter. The following facts are within my own personal knowledge, and if called as a witness, I
5 could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the motion by Plaintiff NICOLAS
7 NEUTALL (“Plaintiff”) for an order: (1) preliminarily approving the proposed settlement of the
8 Action with Defendant Urban Alchemy. (“Defendant”); (2) approving the form and method for
9 providing class-wide notice; (3) directing that notice of the proposed settlement be given to the
10 class; and (4) scheduling a final approval hearing date to consider Plaintiff’s motion for final
11 approval of the settlement and entry of the Judgment, and Plaintiff’s motion for approval of
12 attorneys’ fees and litigation expenses. Attached hereto as Exhibit #1 is a copy of the fully executed
13 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims (the
14 “Agreement”) along with exhibits thereto. This Declaration incorporates by reference the
15 definitions in the Agreement, and all terms defined therein shall have the same meaning as set forth
16 in the Agreement.

17 A. Fairness of Settlement

18 3. As consideration for this Settlement, the total amount to be paid by Defendants is
19 Nine Hundred Eighty Thousand Dollars (\$980,000) (the “Gross Settlement Amount”). The Gross
20 Settlement amount will settle all issues pending in this litigation between the Plaintiff and the Class,
21 on the one hand, and the Defendant, on the other hand, including: Individual Settlement Payments,
22 the Class Representative Service Award, the Class Counsel’s Attorneys’ Fees and Attorneys’
23 Expenses, PAGA Payment, and the Settlement Administrator’s administration costs. The Gross
24 Settlement Amount does not include Defendant’s share of payroll taxes. The Settlement is all-in
25 with no reversion to Defendant and no need to submit a claim form.

26 4. The relief provided in the Settlement will benefit all members of the Class who do
27 not opt out. The Settlement does not improperly grant preferential treatment to the Plaintiff or
28 segments of the Class in any way. Each Participating Class Member will be entitled to a cash

1 payment based on the plan of allocation described herein. Each Participating Class Member's
2 Individual Settlement Payment will be determined based upon the weeks worked by that employee
3 during the prescribed Class Period.

4 5. On February 28, 2022, the parties participated in a full day mediation before David
5 Rotman, Esq., a well-respected wage and hour class action mediator. The mediation concluded with
6 a settlement following the Parties' acceptance of Mr. Rotman's mediator's proposal, which was
7 subsequently memorialized in the form of a Memorandum of Understanding. The parties then
8 prepared the full Agreement, which was signed by all counsel and the parties and is now presented
9 to this Court for preliminary approval.

10 6. The calculations to compensate for the amount due for the nonpayment of wages at
11 the time this Settlement was negotiated were calculated by Econ One, Plaintiff's damage expert.
12 For the Class, Plaintiff determined that Defendant was subject to maximum liability for damages in
13 the amount of \$4,908,835 consisting of \$570,645 for unpaid wages, \$2,024,042 for rest break
14 violations, \$2,024,042 for meal break violations, and \$290,106 for unreimbursed expenses.
15 Moreover, Plaintiff also determined that Defendant was subject to maximum liability for statutory
16 penalties in the amount of \$9,736,075, consisting of \$3,607,350 for wage statement penalties, and
17 \$6,128,726 for waiting time penalties. Finally, Plaintiff determined that Defendant was subject to
18 maximum liability for PAGA penalties in the amount of \$16,656,200.¹ Consequently, the
19 settlement of \$980,000.00 represents approximately **20%** of the value of the maximum *damages* at
20 issue, and approximately 6.7% of the value of the maximum damages and statutory penalties,
21 assuming all of these amounts could be proved at trial. Given the amount of the settlement as

22 ¹ Plaintiff recognizes that the PAGA penalties claim is also subject to various defenses by
23 Defendant, including that Class Members may not be able to recover subsequent penalties until, at
24 a minimum, Plaintiff provided PAGA notice. *See Amaral v. Cintas Corp.*, 163 Cal. App. 4th 1157,
25 1209 (2008) ("Until the employer has been notified that it is violating a Labor Code provision
26 (whether or not the commissioner or court chooses to impose penalties), the employer cannot be
27 presumed to be aware that its continuing underpayment of employees is a "violation" subject to
28 penalties."). In addition, Plaintiff recognizes that PAGA claims bear some risk. *See Carrington v.*
Starbucks Corp., 30 Cal. App. 5th 504 (2018). In *Carrington*, while the plaintiff prevailed on his
PAGA claim at trial, the trial court reduced the maximum PAGA penalty amount by 90%, citing
the employer's good faith attempt at complying with the law. *Id.* at 517. Upon review, the Court of
Appeal found such reduction to be proper. *Id.* at 539. Again, the *Carrington* decision was after
Plaintiff actually prevailed at trial, and even then, the PAGA penalties were reduced by 90%.

1 compared to the potential value of claims in this case, the settlement is fair and reasonable. Clearly,
2 the goal of this litigation to provide compensation to class members for unpaid time and for rest
3 breaks allegedly missed has been met.

4 B. Procedural History of the Litigation

5 7. On December 23, 2020, Plaintiff Nicolas Neutall filed a Complaint against
6 Defendant in the Superior Court of the State of California, County of San Francisco. On January
7 11, 2023 Plaintiff submitted for filing the First Amended Complaint which is the Operative
8 Complaint. The Complaint alleged claims for (1) unfair competition in violation of Cal. Business
9 & Professions Code §§ 17200, et seq.; (2) failure to pay overtime compensation in violation of
10 Labor Code §§ 510, et seq.; (3) failure to pay minimum wages in violation of Labor Code §§ 1194,
11 1197, & 1197.1; (4) failure to provide required meal periods in violation of Labor Code §§ 226.7
12 & 512 and the applicable IWC wage order; (5) failure to provide required rest periods in violation
13 of Labor Code §§ 226.7 & 512 and the applicable IWC wage order; (6) failure to provide accurate
14 itemized statements in violation of Labor Code §226; (7) failure to reimburse employees for
15 required expenses (Labor Code § 2802); (8) failure to timely pay wages in violation of Labor Code
16 §203; (9) failure to timely pay earned wages in violation of Cal. Lab. Code §204; (10) failure to
17 maintain payroll records in violation of Cal. Lab. Code § 1174(d); (11) Violation of the Private
18 Attorneys General Act (Labor Code §§ 2698 *et seq.*) [including for suitable seating violations]; and
19 (12) Failure to provide personnel and payroll records (Labor Code §§ 226, 432, 1174, 1198.5, and
20 2810.5).

21 8. On or around May 11, 2021 Defendant filed an Answer.

22 9. Plaintiff seeks to represent a putative class of non-exempt employees who worked
23 for Defendant in California. The Action generally alleges that Plaintiff and other non-exempt
24 employees of Defendant were not properly paid wages, including overtime compensation, and that
25 meal and rest breaks were not provided in accordance with California law. The Action seeks unpaid
26 wages, penalties, civil penalties, attorneys' fees, litigation costs, and any other equitable or legal
27 relief allegedly due and owing to Plaintiff and the other Class Members by virtue of the foregoing
28 claims.

1 10. Prior to mediation, the Parties engaged in investigation and the exchange of
2 documents and information in connection with the Action. As part of this process, Defendant
3 provided documents and information to Class Counsel to review and analyze. On February 28,
4 2022, the Parties participated in mediation presided over by David Rotman, Esq., an experienced
5 mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement
6 following the Parties' acceptance of the mediator's proposal, which was subsequently memorialized
7 in the form of a Memorandum of Understanding. The Parties then prepared the full Agreement
8 which was signed by the Parties and is now presented to this Court for preliminary approval.

9 11. Accordingly, for purposes of this Settlement, the "Class" or "Class Members" are
10 defined as all non-exempt employees who are or previously were employed by Urban Alchemy and
11 performed work in California during the period of December 23, 2016 to July 1, 2022. (Agreement
12 at ¶I(E)). (Agreement at ¶I(H)).

13 12. Although a settlement has been reached, Defendant denies any liability or
14 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
15 any purpose other than settlement, the Action is appropriate for class treatment. Defendant
16 contends, among other things, that its has correctly compensated the Class Members and complied
17 at all times with the California Labor Code, and the applicable Wage Orders. Further, Defendant
18 contends that class certification would be inappropriate for any reason other than for settlement.

19 13. Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff
20 further contends that the Action is appropriate for class certification on the basis that the Plaintiff's
21 claims meet the requisites for class certification. Without admitting that class certification is proper,
22 Defendant has stipulated that the above Class may be certified for settlement purposes only.
23 (Agreement at ¶II(I)). The Parties agree that certification for settlement purposes is not an
24 admission that class certification would be proper if the class certification issues were litigated.
25 Further, the Agreement is not admissible in this or any other proceeding as evidence that the Class
26 could be certified absent a settlement. Solely for purposes of settling the Action, the Parties stipulate
27 and agree that the requisites for establishing class certification with respect to the Class, as defined
28 above, are satisfied.

1 14. Class Counsel has conducted a thorough investigation into the facts of the class
2 action. Class Counsel has diligently evaluated the Class Members' claims against Defendant. Class
3 Counsel reviewed the production of documents from the Defendant. Class Counsel conducted
4 extensive review of time records and data with the assistance of an expert. Prior to the settlement
5 negotiations, counsel for Defendant provided Class Counsel with access to the necessary data and
6 information for the Class. Based on the foregoing data and their own independent investigation,
7 evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms
8 set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in
9 light of all known facts and circumstances, including the risk of significant delay, the defenses
10 asserted by Defendant, and potential appellate issues.

11 C. Settlement Terms and Plan of Allocation

12 15. The Gross Settlement Amount to be paid by Defendant is Nine Hundred Eighty
13 Thousand Dollars (\$980,000). (Agreement at ¶I(N)). Under the Settlement, the Gross Settlement
14 Amount consists of the following elements: (1) Individual Settlement Payments, (2) the Class
15 Representative Service Award, (3) the Class Counsel's Attorneys' Fees and Attorneys' Expenses,
16 (4) PAGA Payment, and (5) the Settlement Administration Costs. (Agreement at ¶I(N)). The Gross
17 Settlement Amount does not include Defendant's share of payroll taxes. (Agreement at ¶I(N)). The
18 Gross Settlement Amount shall be all-in with no reversion to Defendant (Agreement at ¶III(A)).

19 16. Upon final approval and the Judgment becoming Final, Defendant shall pay 50% of
20 the Gross Settlement Amount to the Settlement Administrator. Defendant shall then pay the
21 remaining 50% within 9 months of payment the first installment (Agreement at ¶I(M)). The
22 Settlement Administrator shall then mail the Individual Settlement Payments and Aggrieved
23 Employee Payments within 15 days of the Funding Date. (Agreement at ¶III(L)(7)).

24 17. The Net Settlement Amount shall equal the net amount available for Settlement
25 shares to Settlement Class Members from the Gross Settlement Amount after deducting the Court-
26 approved amounts for the Class Representative Service Award, the Class Counsel Attorneys' Fees
27 and Expenses, the PAGA Payment, and the Settlement Administration Costs. (Agreement at ¶I(P)).
28 The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each

1 Participating Class Member. (Agreement at ¶III(J)). The Settlement Share for each Settlement
2 Class Member will be calculated by (a) dividing the respective Workweeks for each Class Member
3 by the total Workweeks for all Class Members, and (b) multiplying the result by the Net Settlement
4 Amount. (Agreement at ¶III(L)(1)). The entire Net Settlement Fund shall be distributed.

5 18. Class Members will have 45 days after the mailing of the Class Notice to exclude
6 themselves or submit written objections. (Agreement at ¶III(K)(7)). Class Members may choose to
7 opt-out of the Settlement by following the directions in the Notice Packet. (Agreement at ¶III(K)(7)
8 and Ex. A). All Class Members who do not “opt out” will be deemed Settlement Class Members
9 who will be bound by the Settlement and will be entitled to receive a settlement payment.
10 (Agreement at ¶III(K)(7)). Finally, the Notice Packet will advise the Class Members of their right
11 to object to the Settlement (Agreement at ¶III(K)(8) and Ex. A).

12 19. If a check is not cashed within 90 days, the Settlement Administrator will send the
13 Settlement Class Member and/or Aggrieved Employee a letter informing him or her that unless the
14 check is cashed in the next 90 days, it will expire and become non-negotiable, and offer to replace
15 the check if it was lost or misplaced but not cashed. Any settlement checks not cashed within 180
16 days will be voided and the Participating Class Member and/or Aggrieved Employee will remain
17 bound by the Settlement. The funds from any such uncashed checks will then be reallocated and
18 redistributed by the Settlement Administrator to those Participating Class Members and/or
19 Aggrieved Employees who cashed their Settlement Share checks through a second distribution
20 using the same allocation as the first distribution. (Agreement at ¶III(L)(8)).

21 20. The Parties have agreed to use ILYM Group, Inc. as the Settlement Administrator
22 for the Settlement (Agreement at ¶I(GG)). Payment of the expenses of the Settlement Administrator
23 from the Gross Settlement Fund shall be made for the expenses of effectuating and administering
24 the Settlement. The Settlement Administrator shall receive payment for services in an amount not
25 to exceed \$28,000. (Agreement at ¶III(L)(12)). (*Id.* at ¶ 36.)

26 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
27 a sum not to exceed 1/3 of the Gross Settlement Amount as their Class Counsel Fees Payment which
28 is currently estimated to be \$326,667.66. (Agreement at ¶III(L)(10)). Class Counsel will also be

1 allowed to apply separately for an award of litigation expenses in an amount not to exceed \$30,000.
2 (Agreement at ¶III(L)(10)). In support of this request, Class Counsel will provide evidentiary
3 support, including lodestar. Subject to Court approval, the Agreement provides for payment of
4 Class Representative Service Award of no more than \$10,000 for the Plaintiff, or such lesser amount
5 as may be approved by the Court at final approval. (Agreement at ¶III(L)(9)). Defendant does not
6 oppose a motion for approval of attorneys' fees, costs and service awards consistent with the
7 Agreement.

8 22. Subject to Court approval, \$50,000 will be paid from the Gross Settlement Amount
9 for settlement of civil penalties under PAGA, Labor Code Section 2698 *et seq.* (Agreement at
10 ¶III(L)(11)). Pursuant to the requirements of Labor Code §2699(i) the PAGA Payment shall be
11 allocated \$37,500 to the LWDA (the "LWDA Payment") as the LWDA's share of the settlement of
12 civil penalties and \$12,500 to the Net Settlement Amount for distribution to the Aggrieved
13 Employees. (Agreement at ¶III(L)(11)).

14 D. Risks of Continued Litigation and Standards for Approval

15 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
16 and trying the Action against Defendants through possible appeals which could take several years.
17 Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in
18 complex actions such as the Action. Class Counsel is also mindful of, and recognize the inherent
19 problems of proof under, and asserted defenses to, the claims asserted in the Action. Based upon
20 their evaluation, Plaintiff and Class Counsel have determined that the settlement set forth in the
21 Agreement is in the best interest of the Class Members.

22 24. Here, a number of defenses asserted by Defendant presented serious threats to the
23 claims of Plaintiff and the other Class Members. Defendant asserted that its employment practices
24 complied with all applicable Labor Laws. Defendants could also argue that the Supreme Court
25 decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims, on
26 liability, value, and class certifiability as to the meal period claim, rest period claim, off-the-clock
27 claims, and any claims derivative thereto. If successful, Defendant's defenses could eliminate or
28 substantially reduce any recovery to the Class. While Plaintiff believes that these defenses could

1 be overcome, Defendant maintains that these defenses have merit and therefore present a serious
2 risk to recovery for the Class.

3 25. There was also a significant risk that, if the Action was not settled, Plaintiff would
4 be unable to obtain class certification and thereby not recover on behalf of any employee other than
5 himself. Defendant argued that the individual experience of each employee varied with respect to
6 the alleged claims. While other cases have approved class certification of wage and hour claims,
7 class certification in this action would have been hotly disputed and was by no means a foregone
8 conclusion. Finally, even if class certification was successful, as demonstrated by the California
9 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
10 significant hurdles to overcome for a class-wide recovery even where the class has been certified.

11 26. This Settlement is therefore entitled to preliminary approval. Were this case to go
12 to trial, the Plaintiff and other Class Members would need to prove to the satisfaction of the Court,
13 among other things, that wages, premiums, and other damages were owed on a class-wide basis.
14 This was and is a substantial risk, and the Parties, after arm's-length negotiations between
15 experienced and informed counsel, recognized the potential risks and agreed on the settlement.

16 27. Plaintiff will apply to the Court for a service payment in consideration for his service
17 and for the risks undertaken on behalf of the Class. (Agreement at ¶III(L)(9)). Plaintiff performed
18 his duties admirably by working with Class Counsel. The requested Plaintiff's service award is
19 well within the accepted range of awards for purposes of preliminary approval. *See e.g. Mathein v.*
20 *Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where
21 average class member payment was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S.
22 Dist. LEXIS 173698 (N.D. Cal. 2014) (approving \$10,000 service award where class member
23 recovery was \$375); *Rausch v. Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL
24 671334 (D. Or. 2007) (approving award of \$10,000 where class member recoveries were as little as
25 \$150); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06,
26 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v.*
27 *UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in
28 overtime class action and a pool of \$100,000.00 in enhancements). As explained in *Glass*, service

1 awards are routinely awarded to class representatives to compensate the employees for the time and
2 effort expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation
3 therefrom, and to serve as an incentive to vindicate the statutory rights of all employees. (2007 WL
4 221862 at *16-17.)

5 28. The stage of the proceedings at which this settlement was reached also militates in
6 favor of preliminary approval and ultimately, final approval of the settlement. Class Counsel has
7 conducted a thorough investigation into the facts of the class action. Class Counsel began
8 investigating the Class Members' claims before this action was filed. Class Counsel performed
9 significant review and analysis of Defendant's documents. Class Counsel engaged in a thorough
10 research and analysis of the relevant claims and data with the assistance of an expert. Class Counsel
11 was also experienced with the claims at issue here, as Class Counsel previously litigated and settled
12 similar claims in numerous other actions. Accordingly, the agreement to settle did not occur until
13 Class Counsel possessed sufficient information to make an informed judgment regarding the
14 likelihood of success on the merits and results that could be obtained through further litigation.

15 29. Based on the foregoing data and their own independent investigation and evaluation,
16 Class Counsel is of the opinion that the settlement with Defendant for the terms set forth in the
17 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all
18 known facts and circumstances, including the risk of significant delay, defenses asserted by
19 Defendant, and numerous potential appellate issues. There can be no doubt that Counsel for both
20 parties possessed sufficient information to make an informed judgment regarding the likelihood of
21 success on the merits and the results that could be obtained through further litigation.

22 E. Class Certification Issues

23 30. Plaintiff contends that the proposed settlement meets all the requirements for class
24 certification under the California Code of Civil Procedure §382 as demonstrated below, and
25 therefore, the Court may appropriately approve the Class as defined in the Agreement. This Court
26 should conditionally certify the Class for settlement purposes only, defined as follows:

27 The California Class:
28

1 all non-exempt employees who are or previously were employed by Urban Alchemy and
2 performed work in California during the period of December 23, 2016 to July 1, 2022.
3 (Agreement at ¶I(E)).

4 a. **Numerosity** – Here, the approximately 2,750 current and former non-exempt
5 employees that comprise the Class can be identified based on Defendant’s
6 records and are sufficiently numerous for class certification. All of these
7 employees are ascertainable because the class members can readily be
8 determined through examination of Defendant’s employment files. Given that
9 the classes consist of approximately 65 members, numerosity is easily satisfied.
10 (*See Bowles v. Superior Court*, 44 Cal.2d 574 (1955) (class with 10 members
11 sufficiently numerous); *Rose v. City of Hayward*, 126 Cal.App.3d 926, 934
12 (1981) (class of 48 members satisfies numerosity requirement.)). Moreover, the
13 current and former employees that comprise the Class can be identified based on
14 Defendant’s records and are sufficiently numerous for class certification.

15 b. **Common Issues Predominate** - Here, Plaintiff contends that common questions
16 of law and fact are present, and specifically the common questions of whether
17 Defendant’s employment practices were lawful, whether Defendant failed to pay
18 all wages, whether Defendant failed to properly provide and/or pay for meal and
19 rest periods, and whether the Class is entitled to compensation and related
20 penalties.

21 c. **Typicality** – In the instant case, Plaintiff contends that the typicality requirement
22 is fully satisfied. The Plaintiff, like every other member of the Class, was
23 employed by Defendant and is a member of the Class. Plaintiff was subject to
24 the same employment practices concerning payment of wages and meal and rest
25 periods. Thus, the claims of the Plaintiff and the Class Members arise from the
26 same course of conduct by the Defendant, involve the same employment
27 policies, and are based on the same legal theories.

1 d. **Adequacy** – The Class Members are adequately represented here because
2 Plaintiff and representing counsel (a) do not have any conflicts of interest with
3 other class members, and (b) will prosecute the case vigorously on behalf of the
4 class (*See Hanlon* 150 F.3d at 1020). These requirements are met here. First,
5 Plaintiff is well aware of his duties as the representative of the Class and has
6 actively participated in the prosecution of this case to date. He effectively
7 communicated with counsel, provided documents to counsel, and participated in
8 discovery, investigation, and negotiations in the Action. Second, Plaintiff
9 retained competent counsel who are experienced in employment class actions.
10 Third, there is no antagonism between the interests of the Plaintiff and those of
11 the Class. Both the Plaintiff and the Class Members seek monetary relief under
12 the same set of facts and legal theories

13 31. Class Counsel are experienced in prosecuting class action lawsuits and can
14 competently represent the Class. Attorneys from Class Counsel’s firms have extensive class
15 litigation experience, handling a number of class action and complex commercial cases and have
16 acted both as counsel and as lead and co-lead counsel in a variety of these matters. Class Counsel
17 have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
18 and other lawsuits involving complex issues of law and fact. Class Counsel have collectively been
19 involved as class counsel in over two hundred class action matters, including many wage and hour
20 class actions. Class Counsel has been found to be adequate counsel by the courts throughout
21 California. A true and correct copy of the resumes of the firms comprising Class Counsel are
22 attached hereto as Exhibit #2. Thus, the adequacy requirement is satisfied.

23 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
24 respective counsel and to be approved by the Court, includes all relevant information (See Exhibit
25 A to the Agreement). The Class Notice will include, among other information: (i) information
26 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii)
27 information to the Class Members regarding how to opt out and how to object to the Settlement;
28 (iv) the estimated settlement payment for each of the Class Members; (v) the amount of attorneys’

1 fees and litigation expenses to be sought; (vi) the amount of the Plaintiff's service award request;
2 (vii) the amount being paid to the LWDA; and (viii) the administration fees to be paid to the
3 Settlement Administrator. The Class Notice documents will state that the Class Members shall have
4 forty-five (45) days from the date that the Class Notice is mailed to them to request exclusion or to
5 submit an objection. (Agreement at ¶I(EE)). The Class Members will be given an opportunity to
6 object to the terms of the Agreement and/or the request for attorneys' fees and costs and to
7 participate at the final approval hearing, in accordance with the instructions set forth in the Class
8 Notice. (Agreement at ¶III(K)(8)). Class Members who do not opt out will automatically receive a
9 settlement payment. (Agreement at ¶III(K)(7)). This notice program was designed to meaningfully
10 reach the Class Members and advises them of all pertinent information concerning the settlement.
11 (Decl. Zakay at ¶32). The mailing and distribution of the Class Notice satisfies the requirements of
12 due process and is the best notice practicable under the circumstances and constitutes due and
13 sufficient notice to all persons entitled thereto. The Class Notice provides information on the terms
14 and provisions of the settlement; the benefits that the settlement provides for Class Members; the
15 date, time, and place of the final settlement approval hearing; and the procedure and deadline for
16 submitting comments, objections, and requests for exclusion. The Class Notice complies with
17 Rules of Court 3.766 and 3.769(f).

18 F. Additional Issues

19 33. **Average Class Member Payment** – Should the Court approve the above
20 distributions, the Net Settlement Amount is estimated to be \$535,333.33, which means that the
21 average payment to Participating Class Members is approximately **\$194.66** to Class Members.

22 34. **Division of Fees between Class Counsel** - In accordance with California Rules of
23 Court, rule 3.769, I make the following disclosure. The attorneys' fees awarded shall be allocated
24 as follows: 50% to Zakay Law Group, APC and 50% to the JCL Law Firm, APC. Plaintiff confirmed
25 his approval of the fee splitting in writing in the settlement agreement, and counsel for Plaintiff
26 explained this fee split to Plaintiff at the time of the execution.

1 35. **National Change of Address** – The Settlement Administrator will perform a search
2 based on the National Change of Address Database for information to update and correct for any
3 known or identifiable address changes under the Agreement.

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

- 7 a. Sample data showing the employees, their employment dates, their time sheets,
8 hourly rates, and their wages.
- 9 b. Sample data concerning recorded meal periods.
- 10 c. Defendant’s Employee Handbook for the relevant time period, which outlined
11 the wage and hour policies of Defendant.
- 12 d. Employee file of Plaintiff.
- 13 e. Samples of wage statements provided by Defendant to employees.
- 14 f. Significant sample of payroll data.
- 15 g. Significant sample of time records.
- 16 h. Hiring and termination forms used by Defendant for employees.

17 37. **Valuation of Damages** – For the Class, Plaintiff determined that Defendant was
18 subject to maximum liability for damages in the amount of \$4,908,835 consisting of \$570,645 for
19 unpaid wages, \$2,024,042 for rest break violations, \$2,024,042 for meal break violations, and
20 \$290,106 for unreimbursed expenses. Moreover, Plaintiff also determined that Defendant was
21 subject to maximum liability for statutory penalties in the amount of \$9,736,075, consisting of
22 \$3,607,350 for wage statement penalties, and \$6,128,726 for waiting time penalties. Finally,
23 Plaintiff determined that Defendant was subject to maximum liability for PAGA penalties in the
24 amount of \$16,656,200. Consequently, the settlement of \$980,000.00 represents approximately
25 **20%** of the value of the maximum *damages* at issue, and approximately 6.7% of the value of the
26 maximum damages and statutory penalties, assuming all of these amounts could be proved at trial.
27 Given the amount of the settlement as compared to the potential value of claims in this case, the
28

1 settlement is fair and reasonable. Clearly, the goal of this litigation to provide compensation to
2 class members for unpaid time and for rest breaks allegedly missed has been met.

3 **a. Unpaid Wages** – The allegation of unpaid minimum/straight wages in this case is
4 based on a theory that Defendant rounded Class Members’ time, resulting in
5 underpayment of wages. The allegation of unpaid overtime wages in this case is
6 based on a theory that Defendant miscalculated Class Members’ regular rate of pay
7 when calculating and paying overtime. According to the data received and
8 assumptions made based on conversations with the Plaintiff, the potential damages
9 for both claims combined were estimated to be \$570,645.

10 **a. Meal and Rest Period Damages** – Meal and rest break premiums were calculated
11 as 1 hour of wages for each violation. Plaintiff calculated the potential value of the
12 meal and rest break damages to be \$4,048,084. The allegation of unpaid meal break
13 and rest break premiums in this case is based on a theory that Class Members were
14 unable to take a compliant break on a consistent basis. Defendant presented
15 significant defenses to this claim, as discussed in detail above.

16 **b. Unreimbursed Expenses** – the allegation of unreimbursed expenses was based on
17 a theory that Class Members occasionally were required to use their personal cell
18 phones to perform their jobs, without compensation. Defendant presented
19 significant defenses to this claim, including by arguing that no employee was ever
20 required to use a cell phone, and any such use was voluntary and without
21 Defendant’s permission or instructions. Plaintiff calculated the potential exposure
22 for this claim to be \$290,106.

23 **c. Waiting Time Penalties** - Waiting time penalties were calculated for an
24 approximate 1,548 terminated employees during the Class Period. Plaintiff
25 calculated the potential maximum waiting time penalties to be \$6,128,226.

26 **d. Wage Statement Penalties** - Wage statement penalties were calculated pursuant to
27 California Labor Code Section 226(e) as \$50 per employee per pay period with a
28 violation, subject to a \$4,000 maximum penalty per employee. The result was an

1 estimated maximum wage statement penalty claim in the amount of \$3,607,350. It
2 is important to note that the California Court of Appeals in *Maldonado v. Epsilon*
3 *Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018), recently held that liability under
4 Section 226 cannot be derivative. In other words, the court held that Plaintiff cannot
5 recover penalties under Section 226 based on Plaintiff's allegations that the
6 Defendant violated other Labor Code sections that affected the accuracy of the wage
7 statements. Because Plaintiff's Section 226 claim here is partly based on
8 Defendant's meal break and rest break violations, and Defendant's failure to
9 include the meal and rest break premiums on the Class Members' wage statements,
10 Plaintiff's claim could be construed as derivative. It is possible that Plaintiff's claim
11 would be subject to the *Maldonado* decision, resulting in a significant reduction in
12 its value.

13 **e. PAGA Penalties** - PAGA penalty calculations are highly variable. Class Counsel
14 is unaware of any PAGA judgment in which substantial PAGA penalties were
15 awarded at the full statutory rate. Rather, PAGA judgments have typically
16 decreased the amount of the per violation penalty to a fraction of the statutory
17 amount. Without reducing or mitigating the PAGA penalties, Plaintiff calculated
18 that the potential PAGA penalties at the maximum rate of \$16,656,200. These
19 PAGA penalty amounts were duplicative and were likely not awardable at the
20 maximum rate. In addition to the defenses presented by Defendant, as detailed
21 above, there is another basis for concluding that the Settlement is reasonable even
22 with PAGA penalties in this amount. Specifically, PAGA penalty claims are
23 routinely settled at a small fraction of the potential penalties. For example, Judge
24 Nelson in *Price v. Uber Technologies*, (Los Angeles Superior Court case no.
25 BC554512), recently approved a PAGA settlement of \$7.75 million for 1.5 million
26 drivers where the maximum PAGA liability was \$151 billion. Thus, the PAGA
27 penalties were settled for 0.005% of the PAGA liability. Notably, this was the
28 largest PAGA settlement in the 15-year history of PAGA. So, while PAGA penalty

1 figures may be inflated to significant numbers, realistic settlements of PAGA
2 claims result in a settlement amount of less than 1% of the PAGA liability.

3 38. **Compliance with Labor Code §§2689.** On February 8, 2023, the LWDA was
4 provided notice of this motion and the PAGA settlement. (See Exhibit 3).

5
6 I declare under penalty of perjury under the laws of the State of California that the foregoing
7 is true and correct. Executed this 8th day of February 2023, at San Diego, California.

8
9
10 By: 
11 Shani O. Zakay
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EXHIBIT 1

JCL LAW FIRM, APC

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Attorneys for Plaintiff NICOLAS NEUTALL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

NICOLAS NEUTALL, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

URBAN ALCHEMY, a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No.: CGC-20-588622

[Action Filed December 23, 2020]

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

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff NICOLAS NEUTALL (hereinafter “Plaintiff”), an individual,
3 on behalf of the Settlement Class, and in his representative capacity on behalf of the State of
4 California and the Aggrieved Employees, and Defendant URBAN ALCHEMY. (hereinafter
5 “Defendant”):

6 **I. DEFINITIONS**

- 7 A. “Action” shall mean the putative class action lawsuit designated *Neutall v. Urban*
8 *Alchemy, et al.*, San Francisco County Superior Court, Case No. CGC-20-588622,
9 filed December 23, 2020.
- 10 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
11 Class and PAGA Action and Release of Claims.
- 12 C. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be
13 paid to Class Counsel for the expenses they have incurred of up to \$30,000.00.
- 14 D. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to
15 Class Counsel for the services they have rendered to Plaintiff and the Settlement
16 Class in the Action, currently not to exceed one-third of the Gross Settlement
17 Amount currently estimated to be \$326,666.66 out of \$980,000.00. Attorneys’ fees
18 will be divided between Class Counsel as follows (50% to JCL Law Firm, APC, and
19 50% to Zakay Law Group, APLC).
- 20 E. “California Class Members” or the “California Class” means all non-exempt
21 employees who are or previously were employed by Urban Alchemy and performed
22 work in California during the period of December 23, 2016 to July 1, 2022.
- 23 F. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
24 Shani Zakay of Zakay Law Group, APLC.
- 25 G. “Class Data” means information regarding Class Members that Defendant will in
26 good faith compile from its records and provide to the Settlement Administrator. It
27 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
28

Member's full name; last known address; Social Security Number; start dates and end dates of employment.

H. "Class Period" means the period from December 23, 2016 to July 1, 2022.

I. "Class Representative" shall mean plaintiff Nicolas Neutall.

J. "Court" means the Superior Court for the State of California, County of San Francisco currently presiding over the Action.

K. "Defendant" shall mean URBAN ALCHEMY.

L. "Effective Date" means the earliest date, following entry by the Court of an order and judgment finally approving this settlement, upon which one of the following have occurred: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the final approval order or judgment; or (ii) final affirmance of the final approval order and judgment by an appellate court as a result of any appeal(s), or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the final approval order and judgment is no longer subject to further judicial review.

M. "Funding Date" shall mean the date by which Defendant has paid the entire Gross Settlement Amount to the Claims Administrator in accord with the terms of this Agreement. Defendant will pay the Gross Settlement Amount to the Claims Administrator in two installments, as follows: (1) 50% within the later of ten (10) calendar days after the Court's entry of the final approval order or thirty (30) calendar days following the exhaustion of all objections and/or appeals, and (2) 50% within 9 months of payment of the first installment.

N. "Gross Settlement Amount" means Nine Hundred Eighty Thousand Dollars (\$980,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of Claims Administration Expenses, Attorneys' Fees, Attorney's Expenses, Service Award, and the PAGA Payment and *exclusive* of the employer's share of payroll tax, if any, triggered by any payment under this Settlement.

- 1 O. "Individual Settlement Payment" means the amount payable from the Net Settlement
2 Amount to each Settlement Class Member and excludes any amounts distributed to
3 PAGA Class Members pursuant to PAGA.
- 4 P. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less
5 Attorneys' Fees, Attorneys' Expenses, Service Award, PAGA Payment, and Claims
6 Administration Expenses.
- 7 Q. "Notice Packet" means the Class Notice to be provided to the Class Members by the
8 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
9 than formatting changes to facilitate printing by the Settlement Administrator).
- 10 R. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
11 Labor Code § 2698 *et seq.*
- 12 S. "PAGA Class Members" or "PAGA Class" means all non-exempt employees who
13 are or previously were employed by Urban Alchemy and performed work in
14 California during the period of October 16, 2019 to July 1, 2022.
- 15 T. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
16 for each PAGA Class Member divided by the sum total of the Pay Periods for all
17 PAGA Class Members during the PAGA Period.
- 18 U. "PAGA Pay Periods," for purposes of calculating the distribution of the PAGA Class
19 Member Payment, as defined herein, means the number of pay periods of employment
20 during the PAGA Period that each PAGA Class Member worked in California.
- 21 V. "PAGA Period" means from October 16, 2019 to July 1, 2022.
- 22 W. "PAGA Payment" shall mean Fifty Thousand Dollars (\$50,000) to be allocated from
23 the Gross Settlement Amount, with 25% of the payment going to the Aggrieved
24 Employees and 75% of the payment going to the Labor and Workforce Development
25 Agency ("LWDA"). The amount of the PAGA Settlement Payment is subject to Court
26 approval pursuant to California Labor Code section 2699(l). Any reallocation of the
27 Gross Settlement Amount to increase the PAGA Settlement Payment will not
28 constitute grounds by either party to void this Agreement, so long as the Gross

Settlement Amount remains the same.

X. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

Y. “Payment Ratio” means the respective Workweeks for each Class Member divided by the sum total Workweeks for all Class Members.

Z. “Plaintiff” shall mean NICOLAS NEUTALL.

AA. “QSF” means the Qualified Settlement Fund established, designated and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

BB. “Released Class Claims” means all class claims alleged in the First Amended 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.

CC. “Released PAGA Claims” means all PAGA claims alleged or which could have been alleged based on the facts alleged in the First Amended Complaint and Plaintiff’s amended PAGA notice to the LWDA (attached to the First Amended Complaint), 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.

DD. “Released Parties” shall mean Defendant and all of its past or present directors, officers, owners, board members, exempt-employees, employers, joint employers, agents, partners, joint venturers, affiliates, representatives, business entities, dbas, subsidiary, parent and affiliate corporations or companies, successors, insurers, attorneys, volunteers and assigns, and each of them.

EE. “Response Deadline” means the date forty-five (45) calendar 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.

1 FF. "Service Award" means an award in the amount of \$10,000 or in an amount that the
2 Court authorizes to be paid to the Class Representative, in addition to his Individual
3 Settlement Payment and his individual PAGA Class Member Payment, in recognition
4 of his efforts and risks in assisting with the prosecution of the Action and in exchange
5 for executing a General Release of claims including a Civil Code 1542 waiver from
6 the named Plaintiff.

7 GG. "Settlement" means the disposition of the Action pursuant to this Agreement.

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

18 II. "Settlement Class Members" or "Settlement Class" means all Class Members who
19 have not submitted a timely and valid request for exclusion as provided in this
20 Agreement.

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

24 **II. RECITALS**

25 A. On October 16, 2020, Plaintiff filed a Notice of Violations with the Labor and
26 Workforce Development Agency (LWDA) and served the same on Defendant. On
27 January 11, 2023, Plaintiff filed an Amended Notice of Violations with the LWDA
28 and served the same on Defendant.

1 B. On December 23, 2020, Plaintiff filed the Action. On January 11, 2023 Plaintiff
2 submitted for filing the First Amended Complaint which is the Operative Complaint,
3 alleging claims for:

- 4 1. Unfair competition (Bus. & Prof. Code § 17200 *et seq.*);
- 5 2. Failure to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198);
- 6 3. Meal period violations (Labor Code §§ 226.7, 512, 558);
- 7 4. Rest period violations (Labor Code §§ 226.7, 516, 558);
- 8 5. Wage statement violations (Labor Code § 226, *et seq.*);
- 9 6. Failure to reimburse employees for required expenses (Labor Code § 2802);
- 10 7. Failure to provide wages when due (Labor Code §§ 201, 202, 203; 204);
- 11 8. Minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197;
12 1197.1);
- 13 9. Failure to timely pay earned wages in violation of Cal. Lab. Code §204;
- 14 10. Failure to maintain payroll records in violation of Cal. Lab. Code § 1174(d);
- 15 11. Violation of the Private Attorneys General Act (Labor Code §§ 2698 *et*
16 *seq.*)[including for suitable seating violations]; and
- 17 12. Failure to provide personnel and payroll records (Labor Code §§ 226, 432,
18 1174, 1198.5, and 2810.5.

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

24 D. Defendant denies any liability or wrongdoing of any kind associated with the claims
25 alleged in the Action, disputes any wages, damages and penalties claimed by the Class
26 Representative are owed, and further contends that, for any purpose other than
27 settlement, the Action is not appropriate for class or representative action treatment.
28

Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

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

F. On February 28, 2022, the Parties participated in mediation presided over by David Rotman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded with a settlement following the Parties' acceptance of the mediator's proposal, which was subsequently memorialized in the form of a Memorandum of Understanding.

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

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

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

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

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

15 **III. TERMS OF AGREEMENT**

16 A. Settlement Consideration and Settlement Payments by Defendant.

17 1. Settlement Consideration. In full and complete settlement of the Action, and
18 in exchange for the releases set forth below, Defendant will pay the sum of
19 the Individual Settlement Payments, the Service Award, the Attorneys' Fees,
20 the Attorneys' Expenses, PAGA Payment, and the Claims Administration
21 Expenses, as specified in this Agreement, equal to the Gross Settlement
22 Amount of Nine Hundred Eighty Thousand Dollars (\$980,000.00). The
23 Parties agree that this is a non-reversionary Settlement and that no portion of
24 the Gross Settlement Amount shall revert to Defendant. Other than the
25 Defendant's share of employer payroll taxes, Defendant shall not be required
26 to pay more than the Gross Settlement Amount.

27 2. Class Size. Defendant represents that the Settlement Class was comprised of
28 2,750 individuals who collectively worked approximately 92,923 workweeks

(“Projected Workweeks”) during the Class Period. Prior to the filing of the motion for Preliminary Approval, Defendant will provide Class Counsel with a declaration under penalty of perjury confirming the number of applicable Class Members and workweeks they worked during the Class Period.

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

4. Defendant’s Share of Payroll Taxes. Defendant’s share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the first installment of the Gross Settlement Amount.

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

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

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

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

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

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

20 F. Certification of the Settlement Class. The Parties stipulate to conditional class
21 certification of the Class for the Class Period for purposes of settlement only. In the
22 event that this Settlement is not approved by the Court, fails to become effective, or is
23 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
24 Defendant from obtaining a complete resolution of the Released Claims, the
25 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
26 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
27 proceeding for any purpose or with respect to any issue, substantive or procedural.
28

- 1 G. Tax Liability. The Parties make no representations as to the tax treatment or legal
2 effect of the payments called for, and Class Members and/or PAGA Class Members
3 are not relying on any statement or representation by the Parties in this regard. Class
4 Members and/or PAGA Class Members understand and agree that they will be
5 responsible for the payment of any taxes and penalties assessed on the Individual
6 Settlement Payments and/or PAGA Class Members' individual shares of the PAGA
7 Settlement described and will be solely responsible for any penalties or other
8 obligations resulting from their personal tax reporting of Individual Settlement
9 Payments and/or PAGA Class Members' individual shares of the PAGA Settlement.
- 10 H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
11 the "acknowledging party" and each Party to this Agreement other than the
12 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
13 of this Agreement, and no written communication or disclosure between or among the
14 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
15 such communication or disclosure constitute or be construed or be relied upon as, tax
16 advice within the meaning of United States Treasury Department circular 230 (31 CFR
17 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
18 her or its own, independent legal and tax counsel for advice (including tax advice) in
19 connection with this Agreement, (b) has not entered into this Agreement based upon
20 the recommendation of any other Party or any attorney or advisor to any other Party,
21 and (c) is not entitled to rely upon any communication or disclosure by any attorney
22 or adviser to any other party to avoid any tax penalty that may be imposed on the
23 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
24 any limitation that protects the confidentiality of any such attorney's or adviser's tax
25 strategies (regardless of whether such limitation is legally binding) upon disclosure by
26 the acknowledging party of the tax treatment or tax structure of any transaction,
27 including any transaction contemplated by this Agreement.
- 28

1 I. Preliminary Approval Motion. Within sixty (60) calendar days of execution of this
2 Agreement, or as soon thereafter as practicable, Plaintiff shall file with the Court a
3 Motion for Order Granting Preliminary Approval and supporting papers, which shall
4 include this Settlement Agreement. Plaintiff will provide Defendant with a draft of the
5 Motion at least 3 business days prior to the filing of the Motion to give Defendant an
6 opportunity to propose changes or additions to the Motion.

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

24 K. Notice Procedure.

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

1 2. Notice Packets.

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

26 b) The Notice Packet's mailing envelope shall include the following
27 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
28 ENTITLED TO PARTICIPATE IN A CLASS ACTION

1 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
2 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
3 NOTICE.”

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

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 provided by the Class Member. Class Members who received a re-mailed
28

1 Notice Packet shall have their Response Deadline extended fifteen (15) days
2 from the original Response Deadline.

3 5. Disputes Regarding Individual Settlement Payments. Class Members will
4 have the opportunity, should they disagree with Defendant's records regarding
5 the start and end dates of employment to provide documentation and/or an
6 explanation to show contrary dates. If there is a dispute, the Settlement
7 Administrator will consult with the Parties to determine whether an
8 adjustment is warranted. The Settlement Administrator shall determine the
9 eligibility for, and the amounts of, any Individual Settlement Payments under
10 the terms of this Agreement. The Settlement Administrator's determination
11 of the eligibility for and amount of any Individual Settlement Payment shall
12 be binding upon the Class Member and the Parties.

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

19 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
20 Packet shall state that Class Members who wish to exclude themselves from
21 the Settlement must submit a signed copy of the Request for Exclusion form
22 to the Settlement Administrator by the Response Deadline. A Request for
23 Exclusion form will be mailed together with the Notice Packet to all Class
24 Members. The Request for Exclusion will not be valid if it is not timely
25 submitted, if it is not signed by the Class Member, or if it does not contain the
26 name and address and last four digits of the Social Security number of the
27 Class Member. The date of the postmark on the mailing envelope or fax stamp
28 on the Request for Exclusion shall be the exclusive means used to determine

1 whether the request for exclusion was timely submitted. Any Class Member
2 who submits a timely Request for Exclusion shall be excluded from the
3 Settlement Class will not be entitled to an Individual Settlement Payment and
4 will not be otherwise bound by the terms of the Settlement or have any right
5 to object, appeal or comment thereon. However, any Class Member that
6 submits a timely Request for Exclusion that is also a member of the PAGA
7 Class will still receive his/her pro rata share of the PAGA Settlement, as
8 specified below, and in consideration, will be bound by the Release by the
9 PAGA Class as set forth herein. Settlement Class Members who fail to submit
10 a valid and timely Request for Exclusion on or before the Response Deadline
11 shall be bound by all terms of the Settlement and any final judgment entered
12 in this Action if the Settlement is approved by the Court. No later than
13 fourteen (14) calendar days after the Response Deadline, the Settlement
14 Administrator shall provide counsel for the Parties with a final list of the Class
15 Members who have timely submitted timely Requests for Exclusion. At no
16 time shall any of the Parties or their counsel seek to solicit or otherwise
17 encourage members of the Class to submit Requests for Exclusion from the
18 Settlement.

- 19 8. Objections. The Notice of Class Action Settlement contained in the Notice
20 Packet shall state that Class Members who wish to object to the Settlement
21 may submit to the Settlement Administrator a written statement of objection
22 (“Notice of Objection”) by the Response Deadline. The postmark date of
23 mailing shall be deemed the exclusive means for determining that a Notice of
24 Objection was served timely. The Notice of Objection, if in writing, must be
25 signed by the Settlement Class Member and state: (1) the case name and
26 number; (2) the name of the Settlement Class Member; (3) the address of the
27 Settlement Class Member; (4) the last four digits of the Settlement Class
28 Member’s Social Security number; (5) the basis for the objection; and (6) if

1 the Settlement Class Member intends to appear at the Final
2 Approval/Settlement Fairness Hearing. Class Members who fail to make
3 objections in writing in the manner specified above may still make their
4 objections orally at the Final Approval/Settlement Fairness Hearing with the
5 Court's permission. Settlement Class Members will have a right to appear at
6 the Final Approval/Settlement Fairness Hearing to have their objections heard
7 by the Court regardless of whether they submitted a written objection. At no
8 time shall any of the Parties or their counsel seek to solicit or otherwise
9 encourage Class Members to file or serve written objections to the Settlement
10 or appeal from the Order and Final Judgment. Class Members who submit a
11 written request for exclusion may not object to the Settlement. Class Members
12 may not object to the PAGA Settlement.

13 L. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
14 the Gross Settlement Amount plus any employer's share of payroll taxes as mandated
15 by law within the time specified hereinabove.

16 1. Calculation of Individual Settlement Payments. Individual Settlement
17 Payments shall be paid from the Net Settlement Amount and shall be paid
18 pursuant to the formula set forth herein. Using the Class Data, the Settlement
19 Administrator shall add up the total number of Workweeks for all Class
20 Members. The respective Workweeks for each Class Member will be divided
21 by the total Workweeks for all Class Members, resulting in the Payment Ratio
22 for each Class Member. Each Class Member's Payment Ratio will then be
23 multiplied by the Net Settlement Amount to calculate each Class Member's
24 estimated Individual Settlement Payments. Each Individual Settlement
25 Payment will be reduced by any legally mandated employee tax withholdings
26 (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class
27 Members who submit valid and timely requests for exclusion will be
28 redistributed to Settlement Class Members who do not submit valid and timely

requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the PAGA Class Members. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all PAGA Class Members during the PAGA Period. The respective PAGA Pay Periods for each PAGA Class Member will be divided by the total PAGA Pay Periods for all PAGA Class Members, resulting in the “PAGA Payment Ratio” for each PAGA Class Member. Each PAGA Class Member’s PAGA Payment Ratio will then be multiplied by the PAGA Class Member Payment to calculate each PAGA Class Member’s estimated share of the PAGA Settlement.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 25% wages (“Wage Portion”) and 75% interest and penalties (“Non-Wage Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Non-wage Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

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

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Settlement made to Settlement Class Members and/or PAGA Class Members under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the

Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

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

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

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

1 days, all funds represented by such uncashed checks, plus any interest accrued
2 thereon, shall be redistributed to those Participating Class Members who
3 cashed their checks using the same formula of allocation provided herein.

4 9. Service Award. In addition to the Individual Settlement Payment and his
5 individual share of the PAGA Settlement to be paid to Plaintiff, Plaintiff will
6 apply to the Court for an award of not more than \$10,000.00, as the Service
7 Award. Defendant will not oppose a Service Award of not more than
8 \$10,000.00 for Plaintiff. The Settlement Administrator shall pay the Service
9 Award, either in the amount stated herein if approved by the Court or some
10 other amount as approved by the Court, to Plaintiff from the Gross Settlement
11 Amount no later than fifteen (15) calendar days after the Funding Date. Any
12 portion of the requested Service Award that is not awarded to the Class
13 Representative shall be part of the Net Settlement Amount and shall be
14 distributed to Settlement Class Members as provided in this Agreement. The
15 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff
16 for his Service Award. Plaintiff shall be solely and legally responsible to pay
17 any and all applicable taxes on his Service Award and shall hold harmless the
18 Released Parties from any claim or liability for taxes, penalties, or interest
19 arising as a result of the Service Award. The Service Award shall be in
20 addition to Plaintiff's Individual Settlement Payment as a Settlement Class
21 Member. Approval of this Settlement shall not be conditioned on Court
22 approval of the requested amount of the Service Award. If the Court reduces
23 or does not approve the requested Service Award, Plaintiff shall not have the
24 right to revoke the Settlement, and it will remain binding.

25 10. Attorneys' Fees. Defendant understands a motion by Class Counsel for
26 attorneys' fees not to exceed one-third of the Gross Settlement Amount
27 currently estimated to be \$326,666.66 plus costs and expenses supported by
28 declaration not to exceed Thirty Thousand Dollars (\$30,000.00), from the

Gross Settlement Amount will be filed. Any portion of the requested Attorneys' Fees that is not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fifteen (15) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. Fifty Thousand Dollars (\$50,000) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004 ("PAGA Settlement"). The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Settlement (\$37,500) to the California Labor and Workforce Development Agency no later than twenty-five (25) calendar days after the Funding Date (hereinafter "LWDA Payment"). Twenty-five percent (25%) of the PAGA Settlement (\$12,500) will be distributed to the PAGA Class Members as described in this Agreement (hereinafter "PAGA Class Member Payment"). For purposes of distributing the PAGA Settlement to the PAGA Class Members, each PAGA Class Member shall receive their pro-rata share of the PAGA Class Member Payment using the PAGA Payment Ratio as defined above.

12. Claims Administration Expenses. 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 \$28,000.00. The Settlement Administrator shall be paid the Class Administration Expenses no later than fifteen (15) calendar days after the Funding Date.

M. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Attorneys' Fees, the Attorneys' Expenses, the PAGA Settlement, and the Settlement Administration Costs. Plaintiff will provide Defendant with a draft of the Motion at least 3 business days prior to the filing of the Motion to give Defendant an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to 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 Claims Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

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

N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide an opportunity for Counsel for Defendant to review the Motions for Preliminary and

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

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

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

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

13 R. Plaintiff's Individual Claims. In addition to this Agreement and the claims he is
14 releasing hereby, Plaintiff is entering into a separate individual settlement agreement,
15 which shall provide for a separate individual payment, and which shall provide for an
16 additional broad release, including a waiver of Civil Code Section 1542. That release,
17 waiver and discharge of all claims shall include, but will not be limited to, any and all
18 claims arising out of the Action, as well as additional claims described in the individual
19 settlement agreement, which are separate and different from the claims alleged in the
20 Action.

21 S. Entire Agreement. Except with respect to Plaintiff's individual settlement agreement,
22 described in paragraph "R" immediately above, this Agreement and any attached
23 Exhibit constitute the entire Agreement among these Parties, and no oral or written
24 representations, warranties or inducements have been made to any Party concerning
25 this Agreement or its Exhibit other than the representations, warranties and covenants
26 contained and memorialized in this Agreement and its Exhibit.

27 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate

1 this Agreement and to take all appropriate Action required or permitted to be taken by
2 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
3 documents required to effectuate the terms of this Agreement. The persons signing
4 this Agreement on behalf of Defendant represents and warrants that he/she is
5 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
6 warrants that he is authorized to sign this Agreement and that he has not assigned any
7 claim, or part of a claim, covered by this Settlement to a third-party.

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

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

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

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

26 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
27 is a fair, adequate and reasonable settlement of this Action and have arrived at this
28

1 Settlement after extensive arms-length negotiations, taking into account all relevant
2 factors, present and potential.

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

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

13 BB. No Unalleged Claims. Except with respect to individual claims alleged by Plaintiff
14 and settled separately by an individual settlement agreement between the Parties
15 described in paragraph “R” above, Plaintiff and Class Counsel represent that they do
16 not currently intend to pursue any claims against the Released Parties, including, but
17 not limited to, any and all claims relating to or arising from Plaintiff’s employment
18 with Defendant, regardless of whether Class Counsel is currently aware of any facts or
19 legal theories upon which any claims or causes of action could be brought against
20 Released Parties, including those facts or legal theories alleged in the operative
21 complaint in this Action. The Parties further acknowledge, understand and agree that
22 this representation is essential to the Agreement and that this Agreement would not
23 have been entered into were it not for this representation.

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

26 DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
27 Released Claims have merit and give rise to liability on the part of Defendant.
28 Defendant claims that the Released Claims have no merit and do not give rise to

liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

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

DATED: Jan 31, 2023



Nicolas X Neutall (Jan 31, 2023 09:44 PST)

NICOLAS NEUTALL

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: January 31, 2023



URBAN ALCHEMY

Dr. Lena Miller

Printed Name

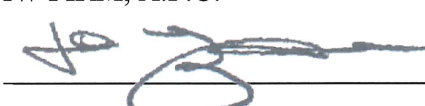
Chief Executive Officer

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: January 31, 2023

JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiff and the Settlement Class Members

1 DATED: January 31, 2023

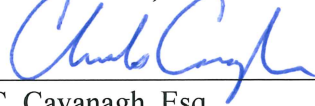
ZAKAY LAW GROUP, APLC

2 By: 
3

4 Attorneys for Plaintiff and the Settlement Class
5 Members

6 DATED: Jan, 31, 2023

MESSNER REEVES, LLP

7 By: 
8

9 Charles C. Cavanagh, Esq.
10 Attorneys for Defendant
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EXHIBIT A

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

(Neutall v. Urban Alchemy., San Francisco County Superior Court Case No. CGC-20-588622)

**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. 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 San Francisco (the “Court”) has been reached between Plaintiff Nicolas Neutall (“Plaintiff”) and Defendant Urban Alchemy (“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 December 23, 2016 to July 1, 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 December 23, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Contra Costa. Plaintiff 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 provide required meal periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (d) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512, and the applicable IWC Wage Order; (e) Failed to provide accurate and complete itemized wage statements in violation of California Labor Code § 226; (f) Failed to reimburse Plaintiff for required expenses in violation of California Labor code 2802; (g) Failed to provide wages when due in violation of California Labor Code §§ 201, 202, and 203; (h) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; and (i) Violations of the Private Attorney General Act at Labor Code Section 2698, *et seq.*

Defendant denies and disputes all claims asserted in the Action. Specifically, Defendant contended (and continues to contend) that the Action could not properly be maintained as a class action; that Defendant properly paid members of the class all wages and overtime that was due; that Defendant provided members of the class with all legally required meal breaks and rest breaks; that 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.*; that Defendant fully reimbursed members of the class for required business expenses; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action.

On February 28, 2022, the Parties participated in an all-day mediation with David Rottman, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded without a settlement. However, following the mediation, each side, represented by its respective counsel, continued settlement negotiations, with the assistance of Mediator Rotman, until they agreed to settle the Action. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Thousand Dollars (\$1,000,000) (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 Payment to the Plaintiff.

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

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

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$20,000.00 for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.

- Attorneys' Fees and Costs. Payment to Class Counsel of an award of a Class Counsel Fees Payment of no more than 1/3 of the Gross Settlement Amount (currently \$333,333.33) and a Class Counsel Litigation Expenses Payment of not more than \$30,000 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A payment of \$50,000 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), \$37,500 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$12,500 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 Participating Class Members that occurred during the Class Period and multiplying the result by each individual Participating Class Member's workweeks that occurred during the Class Period. A "workweek" is defined as the number of weeks during the Class Period that each Class Member was employed as a non-exempt employee of Defendant.
- 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 mean 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 October 16, 2019 to July 1, 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?

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

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

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (December 23, 2016 to July 1, 2022).

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

Defendant's records reflect that you have <<____>> pay periods worked during the PAGA Period (October 16, 2019 to July 1, 2022).

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

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this 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: "I wish to opt out of the settlement of the class action lawsuit **entitled *Neutall v. Urban Alchemy, San Francisco County Superior Court, Case No. CGC-20-588622***. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." 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 ***Neutall v. Urban Alchemy, San Francisco County Superior Court, Case No. CGC-20-588622***. 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:

Kathleen Mary Kushi Carter, Esq.
Charles C. Cavanaugh, Esq.
Messner Reeves, LLP
610 Newport Center Drive, Suite 420
Newport Beach, CA
Tel.: (949) 612-9128
Fax: (310) 889-0896
E-Mail: kcarter@messner.com
ccavanaugh@messner.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 San Francisco County Superior Court, Department 610, located at 400 McAllister Street, San Francisco, CA 94102 before Judge Samel K. Feng. 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 *Neutall v. Urban Alchemy, San Francisco County Superior Court, Case No. CGC-20-588622*, 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 such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Participating Class Members who cashed his or her Settlement Share check using the same workweek formula used for distribution of the Net Settlement Amount. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

Zakay Law Group, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 892-7095
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

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

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court for the Southern & Central Districts of California

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magma cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015

Honors: Dean's List

4. **Attorney Julicann Alvarado Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2022 – present

GOMEZ TRIAL ATTORNEYS, San Diego, CA
Trial Attorney, January 2021 – December 2021

- **EDUCATION**

UNIVERSITY OF SAN DIEGO SCHOOL OF LAW, San Diego, CA

Juris Doctor, *cum laude*, May 2020

Honors: Dean's Honor Scholarship Recipient (Renewed as 2L and 3L)
CALI Excellence for the Future Award: Legal Writing and Research I

Activities: President of External Affairs, Consumer Attorneys of USD
Competing Member, USD National Mock Trial Team

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

Bachelor of Arts: Psychology, *magna cum laude*, May 2017

Honors: Presidential Scholarship Recipient
Dean's List: Spring 2015-Spring 2017

5. Lead Counsel – Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
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Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
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Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	In Litigation

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015

Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
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Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	Settled

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183

Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260

Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate

Status	Settled
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64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
Case No.	34-2020-00287054
Nature	Regular Rate
Status	Settled

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia

Status	Settled
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71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Litigation

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

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No.	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

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

80. Boaventura v. Rei Do Gado

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

81. James Rachal v. ELG Metals, Inc.

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

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	CGC-20-588382
Nature	Meal and Rest Break + Regular Rate
Status	Litigation

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

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

87. Nicolas Neutall v. Urban Alchemy

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

88. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

89. Carlos Cortez v. M & M Automotive Group, LLC.

Court	Alameda
Case No.	HG21086853
Nature	Violation of PAGA
Status	In Litigation

90. Christian Soltero v. Summit Pizza West, LLC

Court	San Diego
Case No.	37-2021-00001288-CU-OE-CTL
Nature	Meal/Rest Breaks, 2698
Status	Settled

91. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	In Litigation

92. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	In Litigation

93. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

94. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

95. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	In Litigation

96. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

97. Gabriel Guzman Jr. v. Vulcan Materials Company

Court	San Diego
Case No.	30-2021-00052064-CU-OE-CTL
Nature	Violation of PAGA
Status	In Litigation

98. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	In Litigation

99. Michael Harrington v. Genesis Private Security, Inc.

Court	Alameda
Case No.	RG21105476
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

100. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

101. Joe Moreno v. Rambo, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

102. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

103. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

104. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

105. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

106. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

107. Chanda Young v. Breakfast Republic

Court	Los Angeles
Case No.	21SMCV01447
Nature	2699, 201, 202, 203
Status	In Litigation

108. Jesus Marin v. Chipotle Services, LLC.

Court	San Diego
Case No.	37-2021-00051618
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

109. Daniel Rosas v. WSD Engineering, Inc.

Court	Alameda
Case No.	RG21086699
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

110. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

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

Biography:

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

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

Education:

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

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

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

Honors:

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

REPORTED CASES

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

EXHIBIT 3