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Attorneys for Plaintiff

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 PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Hearing Date: July 13, 2023
Hearing Time: 9:30 AM

Department: 302

Trial Date: February 13, 2024
Action Filed: December 23, 2020

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

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

6 2. Over the course of the litigation during the last 2.5 years, a number of attorneys from
7 two firms have worked on this matter. The credentials of counsel in this action are reflected in the
8 Zakay Law Group, APC resume and, a true and correct copy of which are attached hereto as Exhibit
9 #1 and the Declaration of Jean-Claude Lapuyade. Some of the major cases my firm has undertaken
10 are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter at Zakay Law
11 Group, APC and the JCL Law Firm, APC have had substantial class litigation experience, mostly
12 in the area of employment class actions, unfair business practices and other complex litigation.
13 These attorneys have extensive experience in cases involving labor code violations and wage and
14 hour claims. Class Counsel has litigated similar wage and hour cases against other employers on
15 behalf of employees. Class Counsel have been approved as experienced class counsel during
16 contested motions in state and federal courts throughout California. It is this level of experience
17 which enabled the firm to undertake the instant matter and to successfully combat the resources of
18 the defendants and their capable and experienced counsel.

19 3. **Summary of the Proposed Settlement**

20 a. A true and correct copy of the Stipulation of Settlement of Class and PAGA Action
21 Claims and Release of Claims (hereinafter the “Agreement”) is attached hereto as
22 Exhibit #2.¹ Plaintiff and Defendant reached a full and final Settlement of the above-
23 captioned action, which is embodied in the Agreement filed concurrently with the Court.
24 As consideration for this Settlement, Defendant has agreed to pay the all-in, non-
25 reversionary amount of Nine Hundred Eight Thousand Dollars and Zero Cents
26 (\$980,000) (“Gross Settlement Amount”). The Gross Settlement Amount includes all

27
28 ¹ Capitalized terms are defined in the Agreement

1 Settlement Shares to Participating Class Members, the Class Representative Service
2 Payment to Plaintiff, Settlement Administration Expenses, the PAGA Payment, and
3 Court-approved attorneys' fees and costs. Defendant will separately pay the employer's
4 share of payroll taxes to the qualified settlement fund, per the Agreement.

5 b. The relief provided in the settlement will benefit all members of the Class. The
6 settlement does not grant preferential treatment to Plaintiffs or segments of the Class in
7 any way. Payments to the Class Members are all determined under a neutral
8 methodology. All Class Members will receive the same opportunity to participate in and
9 receive payment through a neutral formula that is based upon the weeks worked for that
10 individual. The Net Settlement Amount shall equal the net amount available for
11 Settlement shares to Participating Class Members from the Gross Settlement Amount
12 after deducting the Court-approved amounts for the Class Representative Service
13 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
14 Payment, the PAGA Payment, and the fees and expenses of the Settlement
15 Administrator. The Settlement Administrator will pay a Settlement Share from the Net
16 Settlement Amount to each Participating Class Member. The submission of a claim form
17 is not required to be paid. The Settlement Share for each Participating Class Member
18 will be calculated based on the workweeks worked by each Participating Class Member
19 during the Class Period. The entire Net Settlement Fund shall be distributed.

20 c. Class Members were sent the Court approved Class Notice, using the procedure
21 approved by the Court, by mailing the notice packets after updating class members'
22 addresses using the National Change of Address database and, for any notice packets
23 returned as undeliverable, re-mailing such notices to any forwarding address provided
24 or updated address located through skip tracing. Class Members were provided with the
25 opportunity to exclude themselves ("opt out") if they did not want to participate in the
26 Settlement. Class Members who do not "opt out" will be deemed Participating Class
27 Members who are bound by the Settlement and will be mailed a settlement payment.
28 The Class Notice also advised Class Members of their right to object to the Settlement.

1 This notice process is documented in the accompanying Declaration of Cassandra Polites
2 (the Settlement Administrator), which is filed concurrently herewith.

3 4. If a Participating Class Member's Settlement Share check is not cashed within 180
4 days after its last mailing to the Participating Class Member, the funds from such uncashed checks
5 will be reallocated and redistributed by the Settlement Administrator to those Participating Class
6 Members and/or Aggrieved Employees who cashed their Settlement Share checks through a second
7 distribution using the same allocation as the first distribution.

8 5. The Agreement provides for Class Counsel to be awarded a sum not to exceed 1/3 of
9 the Gross Settlement Amount as their Class Counsel Fees Payment. Class Counsel will also be
10 allowed to apply separately for an award of litigation expenses incurred in the prosecution and
11 settlement of the Action in an amount not exceeding \$30,000. **In support of this request, Class**
12 **Counsel is providing evidentiary support, including lodestar, in the declarations submitted**
13 **concurrently herewith.** The Agreement provides for payment of Class Representative Service
14 Payment of no more than \$10,000 for Plaintiff, or such lesser amount as may be approved by the
15 Court in compensation for his services. Defendant does not oppose a motion for approval of
16 attorneys' fees, costs and a service award consistent with the Agreement.

17 6. The Parties allocated \$50,000 from the Gross Settlement Amount for settlement of
18 civil penalties under PAGA, Labor Code Section 2698 et seq. Pursuant to the requirements of Labor
19 Code §2699(i) the PAGA Payment shall be allocated \$37,500 to the LWDA (the "LWDA Payment"
20 or the "PAGA Payment") as the LWDA's share of the settlement of civil penalties and \$12,500 to
21 the Net Settlement Amount for distribution to the Participating Class Members.

22 7. The Settlement was reached through arm's length negotiations. On July 20, 2021,
23 the Parties participated in mediation presided over by David Rotman, Esq., a respected and
24 experienced mediator of wage and hour class and PAGA actions. Prior to the mediation, the Parties
25 prepared by exchanging data, calculating damages, and submitting mediation briefs to the Mediator.
26 Defendant provided Class Counsel with necessary records and information for the members of the
27 Class. Defendant produced a sample consisting of pay records and time records for some of the
28 Class Members for the entire Class Period. Defendant also produced Defendant's relevant

1 employment policies, banquet policy information, including compensation policies and timekeeping
2 policies. Plaintiff analyzed the data with the help of an expert and prepared and submitted a
3 mediation brief to Mr. Rotman. At the conclusion of the mediation, the Parties reached a settlement,
4 which was supported by Mr. Rotman. The Parties documented the agreement in the form of a
5 Memorandum of Understanding. The Parties then prepared the full Agreement that was signed by
6 the Parties and received preliminary approval from the Court by Order dated March 7, 2023.

7 8. The Settlement is fair, adequate and reasonable to the Class and should be finally
8 approved for the same reasons the Court granted preliminary approval to the Settlement, finding
9 that it is fair, adequate, and reasonable as to all potential Class Members. In sum, this Settlement
10 valued at \$980,000 is an excellent result for the Class. This result is particularly favorable in light
11 of the fact that liability in this case was far from certain in light of the defenses asserted by
12 Defendant. There have been no objections and two (2) opt outs. Given the complexities of this
13 case, the defenses asserted, the uncertainty of class certification, along with the uncertainties of
14 proof at trial and appeal, the proposed Settlement is fair, reasonable and adequate, and should be
15 finally approved.

16 9. **Procedural Status of the Settlement** - The Court preliminarily approved the
17 Agreement via its Preliminary Approval Order dated March 7, 2023 (“Preliminary Approval
18 Order”); and pursuant to the Preliminary Approval Order the approved Class Notice has been
19 disseminated to the Class. On April 4, 2023, the Settlement Administrator Court-approved Class
20 Notice to the Class Members, which provided each Class Member with the terms of the Settlement,
21 including notice of the claims at issue and the financial terms of the settlement, including the
22 attorneys’ fees, costs, and service awards that were being sought, how individual settlement awards
23 would be calculated, and the specific, estimated payment amount to that individual. In
24 disseminating the Class Notice, the Settlement Administrator followed the notice procedures
25 authorized by the Court in its Preliminary Approval Order. Significantly, to date, there have been
26 no objections and only two (2) opt outs. (See Declaration of Cassandra Polites at ¶¶ 11-13). As a
27 result, 99.5% Class has elected to participate in the Settlement and will be sent a settlement check.

1 10. **Description of Plaintiff's Claims** - The Action generally alleges that Defendant
2 failed to provide Plaintiffs and Class Members with proper meal breaks and rest breaks, failed to
3 accurately pay minimum and overtime wages for Plaintiffs and Class Members, failed to provide
4 Plaintiff and Class Members with complete and accurate wage statements, engaged in unfair
5 business practices, and failed to timely pay Plaintiff and Class Members all wages (including
6 minimum and overtime wages) owed at the time of the termination of their employment. The Action
7 seeks unpaid wages, penalties, civil penalties, attorney fees, litigation costs, and any other equitable
8 or legal relief allegedly due and owing to Plaintiff and the other Class Members by virtue of the
9 foregoing claims.

10 11. **Procedural History of the Litigation**

11 a. On December 23, 2020, Plaintiff filed the Action in the Superior Court of the State of
12 California County of San Francisco. On January 11, 2023, Plaintiff submitted for filing
13 the First Amended Complaint which is the Operative Complaint. The Operative
14 Complaint alleges claims for: (1) unfair competition in violation of Cal. Business &
15 Professions Code §§ 17200, et seq.; (2) failure to pay overtime compensation in violation
16 of Labor Code §§ 510, et seq.; (3) failure to pay minimum wages in violation of Labor
17 Code §§ 1194, 1197, & 1197.1; (4) failure to provide required meal periods in violation
18 of Labor Code §§ 226.7 & 512 and the applicable IWC wage order; (5) failure to provide
19 required rest periods in violation of Labor Code §§ 226.7 & 512 and the applicable IWC
20 wage order; (6) failure to provide accurate itemized statements in violation of Labor
21 Code §226; (7) failure to reimburse employees for required expenses (Labor Code §
22 2802); (8) failure to timely pay wages in violation of Labor Code §203; (9) failure to
23 timely pay earned wages in violation of Cal. Lab. Code §204; (10) failure to maintain
24 payroll records in violation of Cal. Lab. Code § 1174(d); (11) Violation of the Private
25 Attorneys General Act (Labor Code §§ 2698 *et seq.*) [including for suitable seating
26 violations]; and (12) Failure to provide personnel and payroll records (Labor Code §§
27 226, 432, 1174, 1198.5, and 2810.5). Defendant denied liability for each of Plaintiff's
28 claims. Defendant denies any liability or wrongdoing of any kind associated with the

claims alleged in the Operative Complaint. Defendant contends, among other things, that it has correctly and fully compensated the Class Members for wages, including overtime wages, provided compliant meal and rest periods, provided complete, accurate itemized wage statements, and complied at all times with the California Labor Code and Wage Orders. Further, Defendant contends that class certification would be inappropriate for any reason other than for settlement.

- b. Class Counsel has conducted a thorough investigation into the facts of the class action. Class Counsel has diligently evaluated the Class Members' claims against Defendant. Class Counsel engaged in informal discovery in preparation for the mediation, and received significant responses and documents to the discovery requests. Defendant produced a sample consisting of employee file and pay records, hiring/review and separation documents, payroll and time records for some of the Class Members for the entire Class Period. Defendant also produced Defendant's relevant employment policies, including compensation policies and timekeeping policies. Class Counsel conducted extensive review of time records and data with the help of an expert. Based on the foregoing data and their own independent investigation, evaluation and experience, Class Counsel believe that the settlement with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate and are in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Defendant, and potential appellate issues.

12. History of Settlement Discussion

- a. This Settlement was the result of arm's-length negotiations as well as informal settlement conferences between the Parties through their respective attorneys. After comprehensive legal and factual analysis, Class Counsel possessed sufficient information for intelligent evaluation of the case for purposes of settlement. Prior to the initiation of settlement discussions, Class Counsel reviewed and outlined the case based upon the information for the Class, and determined the conditions of settlement that would be fair and

1 reasonable to the Class. Class Counsel was experienced in the types of settlement
2 appropriate to resolve these wage and hour claims on behalf of employees.

- 3 b. On July 20, 2021, the Parties participated in mediation presided over by David Rotman,
4 Esq., a respected and experienced mediator of wage and hour class and PAGA actions.
5 Prior to the mediation, the Parties prepared by exchanging data, calculating damages,
6 and submitting mediation briefs to the Mediator. Defendant provided Class Counsel with
7 necessary records and information for the members of the Class. Defendant produced a
8 sample consisting of pay records and time records for some of the Class Members for
9 the entire Class Period. Defendant also produced Defendant's relevant employment
10 policies, banquet policy information, including compensation policies and timekeeping
11 policies. Plaintiff analyzed the data with the help of an expert and prepared and
12 submitted a mediation brief to Mr. Rotman. At the conclusion of the mediation, the
13 Parties reached a settlement, which was supported by Mr. Rotman. The Parties
14 documented the agreement in the form of a Memorandum of Understanding. The Parties
15 then prepared the full Agreement that was signed by the Parties and received preliminary
16 approval from the Court by Order dated March 7, 2023.
- 17 c. The Order dated March 7, 2023 preliminarily approved the Class Settlement contained
18 in the Agreement as fair, reasonable and adequate.
- 19 d. Plaintiff and Class Counsel believe that this settlement is fair, reasonable and adequate.
20 In my judgment as experienced Class Counsel, this Settlement should be finally
21 approved.

22 **13. The Outcome of this Case would Have Been Uncertain and Fraught with Risks**

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

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

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

12 c. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
13 and trying the Action against Defendant through possible appeals which even if
14 successful could take several years. Class Counsel have also taken into account the
15 uncertain outcome and risk of litigation, especially in complex actions such as this
16 Action. Class Counsel are also mindful of and recognize the inherent problems of proof
17 under, and alleged defenses to, the claims asserted in the Action. As demonstrated by the
18 decision in *Duran*, the complexities and duration of further litigation cannot be
19 overstated. There is little doubt that Defendant would post a bond and appeal in the
20 event of an adverse judgment. A post-judgment appeal by Defendant would have
21 required many more years to resolve, assuming the judgment was affirmed. If the
22 judgment was not affirmed in total, then the case could have dragged on for years after
23 the appeal. The benefits of a guaranteed recovery today outweigh an uncertain result
24 three or more years in the future. Moreover, post-trial motions and appeals would have
25 been inevitable. Costs would have mounted and recovery would have been delayed if
26 not denied, thereby reducing the benefits of an ultimate victory. Plaintiff and Class
27 Counsel believe that the Settlement confers substantial benefits upon the Class. Based
28

1 upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement
2 set forth in the Agreement is in the best interest of the Class Members.

- 3 d. In sum, the Settlement is a fair and reasonable result, and provides the Class with a
4 significant recovery, particularly when viewed in light of the fact that Defendant asserted
5 serious and substantial defenses both to liability and to class certification. Given the
6 complexities of this case, the defenses, along with the uncertainties of proof and appeal,
7 the proposed Settlement is fair, reasonable and adequate, and should be finally approved.
- 8 e. It is impossible to predict with certainty whether, under the facts of this case, Plaintiff
9 would prevail against the Defendant's factual and legal defenses. While Plaintiff and
10 Class Counsel believe in the merits of the claims, Defendant have asserted real and
11 substantial defenses to these claims and to class certification. Settlement in this case
12 clearly benefits the Class when measuring the strengths of Plaintiff's case and the risk
13 of establishing class wide liability and damages.

14 **14. The Result Achieved by this Litigation and Settlement**

- 15 a. The Settlement in this case is fair, reasonable and adequate considering Defendant's
16 significant defenses, which it believes to be valid, to Plaintiff's claims. As detailed
17 during preliminary approval, the Gross Settlement Amount compares favorably to the
18 value of the claims. Class Members will receive immediate and certain payments of
19 considerable amounts under the Settlement. Currently, the overall maximum and
20 average Participating Class Member allocations are estimated to be \$813.23 and \$188.35
21 respectively (Decl. Polites at ¶ 14).
- 22 b. Faced with the serious doubts as to recovery, the Settlement of \$980,000 plus the
23 employer's share of payroll taxes compares favorably to the damage estimates alleged
24 to have been suffered by the Class. Considered as a whole, the \$980,000 in Settlement
25 represents approximately 20% of the maximum estimated *damages*, and 6.7% of the
26 maximum combination of damages and statutory penalties (excluding PAGA) to the
27 Class, assuming all of these amounts could be proved at trial, which Class Counsel
28

1 estimated to be \$4,908,835 for damages and \$14,644,910 for damages and statutory
2 penalties for violations of Labor Code Sections 226 and 203.

3 15. If he could prove the claims, Plaintiff estimates that Defendant was subject to maximum liability
4 for damages in the amount of \$4,908,835 consisting of \$570,645 for unpaid wages, \$2,024,042
5 for rest break violations, \$2,024,042 for meal break violations, and \$290,106 for unreimbursed
6 expenses. In addition, Plaintiff's expert calculated \$6,128,726 in waiting time penalties and
7 \$3,607,350 for wage statement penalties. Finally, Plaintiffs' expert calculated that Defendant
8 could be liable for PAGA penalties in an amount of \$16,656,200.

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

15 **b. Unpaid Wages** – The allegation of unpaid minimum/straight wages in this case is
16 based on a theory that Defendant rounded Class Members' time, resulting in
17 underpayment of wages. The allegation of unpaid overtime wages in this case is
18 based on a theory that Defendant miscalculated Class Members' regular rate of pay
19 when calculating and paying overtime. According to the data received and
20 assumptions made based on conversations with the Plaintiff, the potential damages
21 for both claims combined were estimated to be \$570,645.

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

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

4 **e. Wage Statement Penalties** - Wage statement penalties were calculated pursuant to
5 California Labor Code Section 226(e) as \$50 per employee per pay period with a
6 violation, subject to a \$4,000 maximum penalty per employee. The result was an
7 estimated maximum wage statement penalty claim in the amount of \$3,607,350. It
8 is important to note that the California Court of Appeals in *Maldonado v. Epsilon*
9 *Plastics, Inc.*, 22 Cal. App. 5th 1308 (2018), recently held that liability under
10 Section 226 cannot be derivative. In other words, the court held that Plaintiff cannot
11 recover penalties under Section 226 based on Plaintiff's allegations that the
12 Defendant violated other Labor Code sections that affected the accuracy of the wage
13 statements. Because Plaintiff's Section 226 claim here is partly based on
14 Defendant's meal break and rest break violations, and Defendant's failure to include
15 the meal and rest break premiums on the Class Members' wage statements,
16 Plaintiff's claim could be construed as derivative. It is possible that Plaintiff's claim
17 would be subject to the *Maldonado* decision, resulting in a significant reduction in
18 its value.

19 **i. PAGA Penalties** - PAGA penalty calculations are highly variable. Class Counsel
20 is unaware of any PAGA judgment in which substantial PAGA penalties were
21 awarded at the full statutory rate. Rather, PAGA judgments have typically decreased
22 the amount of the per violation penalty to a fraction of the statutory amount.
23 Without reducing or mitigating the PAGA penalties, Plaintiff calculated that the
24 potential PAGA penalties at the maximum rate of \$16,656,200. These PAGA
25 penalty amounts were duplicative and were likely not awardable at the maximum
26 rate. In addition to the defenses presented by Defendant, as detailed above, there is
27 another basis for concluding that the Settlement is reasonable even with PAGA
28 penalties in this amount. Specifically, PAGA penalty claims are routinely settled at

1 a small fraction of the potential penalties. For example, Judge Nelson in *Price v.*
2 *Uber Technologies*, (Los Angeles Superior Court case no. BC554512), recently
3 approved a PAGA settlement of \$7.75 million for 1.5 million drivers where the
4 maximum PAGA liability was \$151 billion. Thus, the PAGA penalties were settled
5 for 0.005% of the PAGA liability. Notably, this was the largest PAGA settlement
6 in the 15-year history of PAGA. So, while PAGA penalty figures may be inflated
7 to significant numbers, realistic settlements of PAGA claims result in a settlement
8 amount of less than 1% of the PAGA liability..

9 16. Given the uncertainty of litigation and the value of the claims alleged, the Settlement
10 amount of \$980,000 is certainly reasonable, and the goal of this litigation has clearly been met.

11 17. On June 16, 2023, at the time this motion was submitted for filing, I submitted a copy
12 of the fully executed settlement agreement to the LWDA through their online filing system, and
13 received an email confirming the submission of the proposed settlement. The submission included
14 the date and time of the hearing (See Exhibit 3).

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

18
19 **ZAKAY LAW GROUP, APLC**

20
21 By: _____



22 Shani O. Zakay
23 Attorney for Plaintiff
24
25
26
27
28

EXHIBIT 1

Zakay Law Group, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA 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 District of California (all courts)

• **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, *magna 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, PAGA 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 Julieann Alvarado Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA 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. **Attorney Jaclyn Joyce Biography:**

• **PRACTICE AREAS**

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

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA
Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA
Attorney, June 2016 – April 2019

• **EDUCATION**

UCLA SCHOOL OF LAW, Los Angeles, CA

Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL

Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

6. **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
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
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
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

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

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

111. Amanda Hernandez v. Parenting Network

Court	San Joaquin
Case No.	VCU287027
Nature	Meal/Rest Breaks, Wage Statement Violations, PAGA
Status	Settled

112. Christiane Hilden v. Oakwood Village, Inc.

Court	Placer
Case No.	S-CV-0046676
Nature	PAGA
Status	Settled

113. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

114. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

115. Richard Sanchez v. Salinas Lincoln Mercury

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

116. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

117. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

118. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

119. Katsiaryna Karnachova v. INTO North America, Inc.

Court	San Diego
Case No.	37-2021-00023758-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

120. Doretha Jackson v. White Fir Holdings, LLC

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

121. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	In Litigation

122. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

123. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

124. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

125. Khozama Almahdi v. Vitamin Shoppe Industries

Court	Santa Clara
Case No.	20CV365150
Nature	PAGA
Status	Settled

126. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

127. Janelle Harris v. 7Cuts, LLC

Court	Contra Costa
Case No.	MSC21-01375
Nature	Meal/Rest Breaks, Wage Statement Violations, PAGA
Status	Settled

128. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

129. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

130. Michael Harrington v. Genesis Private Security

Court	Alameda
Case No.	RG21105476
Nature	PAGA
Status	In Litigation

131. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

132. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

133. Arthur Gutierrez v. Anning Company

Court	Los Angeles
Case No.	21PSCV00785
Nature	Unpaid Wages, PAGA
Status	In Litigation

134. Pedro Rodriguez v. RM Parks

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Unpaid Wages, Wage Statement Violations, PAGA
Status	Settled

135. Phillip Soto v. Niki Investments

Court	Orange
Case No.	30-2021-01213064-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

136. David Ezell v. Diab Leasing

Court	Sacramento
Case No.	2021-305329
Nature	Meal/Rest Breaks, Unpaid Overtime, Wage Statement Violations, PAGA
Status	Settled

137. John Icabalceta v. Integrated Protection Corp.

Court	Los Angeles
Case No.	21STCV28920
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

138. Jose Garcia v. Pacific Shellfish Inc.

Court	San Diego
Case No.	37-2021-00021898-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

139. Geneva Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

140. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

141. Isabella Ruiz v. Tiwana & Sons, Inc.

Court	San Joaquin
Case No.	STK-CV-400-2021-6420
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

142. Tausha Griswold v. Savings Bank of Menocino County

Court	Mendocino
Case No.	21CV00670
Nature	Wage Statement Violations, PAGA
Status	Settled

143. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

144. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	Settled

145. Sara Chiu v. Cornish & Carey (NewMark)

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

146. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

147. Jalil Hasim v. The Davey Tree Expert Company

Court	San Francisco
Case No.	CGC-21-595544
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

148. Devin Terrel v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

149. Michelle Lee v. Aveanna Healthcare AS, LLC

Court	Santa Clara
Case No.	21CV387081
Nature	PAGA
Status	Settled

150. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

151. Lydia Wedan v. Lakeport Post Acute, LLC

Court	Lake
Case No.	CV-422113
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

152. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

153. Noemy Flores v. Aven Group, Inc.

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

154. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

155. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	In Litigation

156. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

157. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

158. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

159. Bria Ware v. Shake Shack

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

160. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	In Litigation

161. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

162. Tanya Ripley v. Cerner Corp.

Court	Placer
Case No.	S-CV-0045961
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

EXHIBIT 2

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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

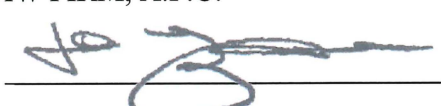
Chief Executive Officer

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

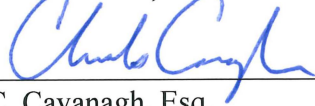
ZAKAY LAW GROUP, APLC

2 By: 

3 Attorneys for Plaintiff and the Settlement Class
4 Members

5
6 DATED: Jan. 31, 2023

MESSNER REEVES, LLP

7 By: 

8 Charles C. Cavanagh, Esq.
9 Attorneys for Defendant

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: \$<<MERGED_IndividualAward>>. 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 March 7, 2023. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of 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 his 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 <<MERGED_ClassWW>> Workweeks worked during the Class Period (December 23, 2016 to July 1, 2022).

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

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

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

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 **May 19, 2023**.

6. How can I get a payment?

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

The Court will hold a hearing on July 13, 2023 to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator

will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at <https://ilymgroup.com/UrbanAlchemy>.

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 **May 19, 2023**. The address for the Settlement Administrator is ILYM Group, Inc. P.O. Box 2031 Tustin, CA 92781. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit **entitled *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 **May 19, 2023**, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

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

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, 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 May 19, 2023. 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
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Diego, CA 92121
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Counsel for Defendant:

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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 09:30 AM on July 13, 2023, 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 ILYM Group, Inc..

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 3