

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar #290572)

5440 Morehouse Drive, Suite 3500

San Diego, CA 92121

Telephone: (619)599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

egarcia@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

Julieann Alvarado (State Bar #334727)

5440 Morehouse Drive, Suite 3500

San Diego, CA 92121

Telephone: (619)255-9047

Facsimile: (858) 404-9203

shani@zakaylaw.com

jackland@zakaylaw.com

julieann@zakaylaw.com

Attorneys for Plaintiff RODNEY STOVALL

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

RODNEY STOVALL, on behalf of himself and
on behalf of all persons similarly situated,

Plaintiff,

v.

JAVELIN LOGISTICS COMPANY, INC.,
CARSON CONSULTING CORP., and DOES 1-
50, inclusive,

Defendants.

Case No. RG20075705

[Complaint Filed: 09/30/20]

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

Hearing Date: April 5, 2022

Hearing Time: 3:00 p.m.

Reservation ID: 783815354451

Judge: Seligman

Dept.: 23

1 I, Shani O. Zakay, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APLC, and counsel of
3 record for Plaintiff RODNEY STOVALL, an individual, on behalf of himself, and on behalf of all
4 persons similarly situated (“Plaintiff”) in this matter. As such, I am fully familiar with the facts,
5 pleadings and history of the matter. I am submitting this declaration in support of Plaintiff’s Motion
6 for Preliminary Approval of Class Action Settlement.

7 2. Attached hereto as Exhibit #1 is a copy of the fully executed Class and PAGA Action
8 Settlement Agreement (“Agreement”) along with exhibits thereto.

9 3. The “**Settlement Class**” and “**Settlement Class Period**” shall mean with respect to the
10 class, all of Defendant JAVELIN LOGISTICS COMPANY, INC.’s (“Defendant Javelin”) current and
11 former non-exempt employees employed in California, and/or employees employed by Defendant
12 CARSON CONSULTING CORP. (“Defendant Carson”) and assigned to provide service to Defendant
13 Javelin (collectively “Defendants”) (“Settlement Class”) between April 6, 2016 and October 15, 2021
14 (“Settlement Class Period”). The Settlement Class excludes any person who submits a timely and valid
15 request for exclusion. Agreement at §§ I(G), (H) and (FF).

16 4. The “**Aggrieved Employees**” and “**PAGA Period**” means all of Defendant Javelin’s
17 current and former non-exempt employees employed in California and/or employees employed by
18 Defendant Carson and assigned to provide service to Defendant Javelin (“Aggrieved Employees”)
19 between April 6, 2019 and October 25, 2021 (“PAGA Period”). Agreement at §§ I(B) and (T).
20 Aggrieved Employees who submit a request for exclusion will remain bound by the PAGA Release
21 and will nonetheless receive their portion of the PAGA Settlement.

22 5. The “**Total Settlement Amount**” is Six Hundred Ninety-Nine Thousand Dollars
23 (\$699,000). Agreement at §(GG). The releases granted to Defendants only becomes effective upon the
24 funding of the Total Settlement Amount. §III(B). The Total Settlement Amount is non-reversionary
25 and includes the following: (a) A “**Class Representative Service Award**” in the amount of \$10,000
26 to Plaintiff for his services on behalf of the Settlement Class. Agreement at §III(L)(9); (b) A “**Class**
27 **Counsel Award**” in the amount not to exceed one-third of the Total Settlement Amount for attorney’s
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1 fees, currently estimated to be \$233,000 **and** litigation costs and expenses not to exceed \$15,000, to be
2 paid to Class Counsel. Agreement at §III(L)(10); (c) A “**PAGA Settlement**” of \$40,000 shall be
3 allocated from the Total Settlement Amount for settlement of claims for civil penalties under the
4 Private Attorneys General Act of 2004 (“PAGA Amount”). The Settlement Administrator shall pay
5 75% of the PAGA Settlement (“LWDA Payment”) the California Labor and Workforce Development
6 Agency. The Settlement Administrator shall distribute 25% of the PAGA Amount (“Aggrieved
7 Employee Payment”) to members of the Aggrieved Employees. Agreement at §III(L)(11); and (d)
8 “**Settlement Administration Costs**” not to exceed \$9,000 payable to the proposed Settlement
9 Administrator, ILYM Group, Inc., for, *inter alia*, the administration of the Notice Packet and
10 Individual Settlement Payments. Agreement at §III(L)(12).

11 6. The “**Net Settlement Fund**” of approximately \$392,000 (Total Settlement Amount
12 minus the requested Class Representative Service Award, Class Counsel Award, PAGA Settlement
13 and Settlement Administration Costs) which will be allocated to all participating members of the
14 Settlement Class on a pro-rata basis according to the number of Workweeks each Settlement Class
15 member performed during the Class Period. The entire Net Settlement Amount will be paid to all
16 Settlement Class Members who do not opt out of the Settlement Class resulting in an average
17 Individual Settlement Share of **\$1,351.72**. Agreement at §III(L)(1). An objective evaluation of the
18 Settlement confirms that the relief negotiated on behalf of the Settlement Class is fair, reasonable, and
19 valuable. The Settlement was negotiated by the Parties at arm’s length. The Settlement confers
20 substantial benefits to the Settlement Class. The relief offered by the Settlement is particularly
21 impressive when viewed against the difficulties encountered by plaintiffs pursuing wage and hour
22 cases (*see infra*). Indeed, by settling now rather than proceeding to trial, Class Members will not have
23 to wait (possibly years) for relief, nor will they have to bear the risk of class certification being denied
24 or of Defendants prevailing at trial.

25 7. As discussed below, the proposed Settlement satisfies all criteria for preliminary
26 settlement approval under California law and falls within the range of reasonableness. The average
27 Individual Settlement Share to the Settlement Class meets or exceeds awards in similar wage and hour
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1 class actions. Moreover, the proposed Settlement Class is appropriate for provisional certification.
2 Accordingly, Plaintiff respectfully requests that this Court grant preliminary approval of the
3 Settlement.

4 8. Defendant Javelin provides material management, logistics, and transportation services.
5 Defendant Javelin is headquartered in Newark, California, but offers transportation and distribution
6 logistics services to organizations across the United States and North America. Plaintiff worked for
7 Defendants as an hourly, non-exempt equipment operator and dock worker between August 2019 and
8 April 2020 (August 2019 to January 202 through Defendant Carson and January 2020 to April 2020
9 directly with Defendant Javelin). As a non-exempt equipment operator and dock worker employee,
10 Plaintiff regularly worked long hours loading and unloading trucks, inspecting and preparing trucks
11 for shipments, and ensuring truck transportation schedules were met. At all times during his
12 employment, Plaintiff earned an hourly wage, and was entitled to legally compliant meal and rest
13 periods, and minimum, regular, and overtime wages for all hours worked. Throughout his employment,
14 Plaintiff was subject to Defendants' written policies and procedures contained in, among other
15 documents, Defendants' written Employee Handbook.

16 9. Generally, Plaintiff claims that Defendants failed to pay him and the Class Members
17 minimum wages, overtime wages, including overtime at the correct rate of pay, failed to provide
18 compliant meal and rest periods, failed to provide accurate itemized wage statements, and failed to
19 provide wages when due. Defendants assert that they fully complied with all applicable employment
20 laws and raised several other significant defenses to Plaintiff's claims, including but not limited to,
21 facially compliant meal and rest period policies.

22 10. On July 24, 2020, Plaintiff served Defendants and the Labor and Workforce Development
23 Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth
24 the facts and theories supporting Defendants' alleged violations of various provisions of the California
25 Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of his intent to
26 pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections
27 2698 et seq ("PAGA").

1 11. On September 30, 2020, Plaintiff filed a class action complaint in the Alameda Superior
2 Court for: (1) Unfair Competition in Violation of Bus. and Prof. Code §§ 17200; (2) failure to pay
3 minimum wages in violation of California Labor Code sections 1194, 1197 and 1197.1; (3) failure to
4 pay overtime wages in violation of California Labor Code sections 510 *et seq.*; (4) failure to provide
5 required meal periods in violation of California Labor Code sections 226.7 and 512; (5) failure to
6 provide required rest periods in violation of California Labor Code sections 226.7 and 512; (6) failure
7 to provide accurate itemized wage statements in violation of California Labor Code sections 226 and
8 226.2; (7) failure to provide wages when due in violation of California Labor Code sections 201, 202
9 and 203; and (8) violations of the Private Attorneys General Act (“PAGA”).

10 12. To prepare for mediation, the Parties agreed to informally produce certain documents and
11 data points subject to the mediation privilege, including but not limited to, a sample of the Class
12 Members’ time and payroll data. As discussed *infra*, Plaintiff’s counsel retained the Berger Consulting
13 Group, to analyze Defendants’ time and payroll data.

14 13. On September 10, 2021, the Parties participated in a full day mediation with Hon. Brian
15 C. Walsh (Ret.). After arms-length negotiations and bargaining, the mediation concluded without a
16 settlement. However, Judge Walsh made a mediator’s proposal, which was accepted by all Parties, and
17 was memorialized in the form of a Memorandum of Understanding. After reaching an agreement in
18 principle, the parties drafted and negotiated a long-form settlement agreement, which is the subject of
19 the instant motion.

20 14. In June 2020, Class Counsel began its pre-filing investigation into Plaintiff’s complaints.
21 Class Counsel’s investigation started with several lengthy interviews with Plaintiff. As part of the
22 interview process, Plaintiff produced numerous documents related to his employment for Defendants,
23 including portions of Defendants’ handbooks, compensation policies, and time and payroll records.
24 Shortly thereafter, Class Counsel summarized the known factual and legal issues in the PAGA Notice
25 addressed to the LWDA. Several weeks later, Class Counsel filed this class action.

26 15. After engaging in preliminary written discovery, the Parties agreed to mediate the action.
27 To prepare for mediation, Class Counsel requested several documents and data points to further
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1 evaluate Plaintiff's claims and Defendants' liability exposure to the Settlement Class members. In
2 response, Defendants produced the pay statements for approximately 27% of the Settlement Class
3 members. In total, Defendants produced hundreds of pages for Class Counsel to analyze.

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

10 17. BCG analyzed Defendants' time and payroll data to assist in the development of various
11 damage models. Among other things, BCG determined the approximate number of work shift, work
12 weeks, pay periods, average rate of pay, average length of shift and average number of hours worked
13 per week and pay period during the Class Period. BCG also estimated the number of missed, late or
14 truncated meal and rest periods, the amount of paid missed meal period premiums paid during the
15 Class Period, the amount underpaid due to regular rate miscalculation, the amount underpaid due to
16 rounding, the amount of off-the-clock work performed by the Settlement Class during the Class Period.

17 18. In advance of mediation, Class Counsel created a damage model predicated on BCG
18 analysis. Class Counsel's model calculated Defendants' potential liability exposure while accounting
19 for the uncertainties of continued litigation. These damage models informed and guided Class Counsel
20 during the mediated settlement discussions.

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

5 20. On September 10, 2021, the Parties conducted a full day of mediation with Brian C.
6 Walsh, a highly regarded mediator and former Santa Clara County Superior Court Judge. Judge Walsh
7 helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and
8 risks to both sides. The Parties made substantial progress with Judge Walsh's assistance. Namely, the
9 parties exchanged information regarding their respective claims and defenses, including their
10 respective evaluation of the damages. After more than eight hours arm's length and adversarial
11 negotiations, the mediation concluded without a settlement. However, at the conclusion of the
12 mediation, Judge Walsh issued a proposal for settlement that the Parties accepted. The complete and
13 final terms of the Parties' settlement are now set forth in the Agreement. Class Counsel submits that
14 the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

15 21. The proposed Settlement Class consists of all Defendant Javelin's current and former
16 non-exempt employees employed in California, and/or employees employed by Defendant Carson and
17 assigned to provide service to Defendant Javelin between April 6, 2016 and October 15, 2021. The
18 Settlement Class excludes any person who submits a timely and valid request for exclusion.
19 Agreement at §§ I(G), (H) and (FF). There are approximately 290 members of the Settlement Class
20 that worked an estimated 24,000 workweeks during the Class Period. Agreement at §III(A)(2).

21 22. The Parties agreed to settle the underlying class claims in exchange for the Total
22 Settlement Amount of \$699,000. The Total Settlement Amount Fund includes: (1) Individual
23 Settlement Payments to the Settlement Class; (2) a Class Representative Service Award of \$10,000 to
24 Plaintiff for his services on behalf of the Settlement Class and, equally important, for a general release
25 of claims; (3) a PAGA Settlement in the amount of \$40,000; (4) Settlement Administration costs
26 estimated at \$9,000, (5) Class Counsel Award in the amount of \$233,000, comprised of attorneys' fees
27 equal to one-third of the Total Settlement Amount, and up to \$15,000 for actually incurred litigation
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1 expenses. Agreement at §III(L). Subject to the Court approving the Class Representative Service
2 Award, Class Counsel Award, PAGA Settlement, and Settlement Administration Costs, the Net
3 Settlement Amount will be distributed to each participating member of the Settlement Class Member.
4 Agreement at §III(L)(1). There is no reversion to Defendants and Defendants must separately pay for
5 their share of the employer payroll taxes. Agreement at §III(A)(1).

6 23. Each participating member of the Settlement Class will receive an Individual Settlement
7 Payment. The Individual Settlement Payment will be proportional to the number of Workweeks each
8 member of the Settlement Class worked for Defendants during the Class Period. Using the Class Data,
9 the Settlement Administrator shall add up the total number of Workweeks for the entire Settlement
10 Class. Each Settlement Class Member's final Individual Settlement Payment for purposes of payment
11 will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is
12 the Settlement Class Member's total number of Workweeks, and the denominator of which is the total
13 number of Workweeks of all Settlement Class Members. Agreement at §III(L)(1). Each Individual
14 Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g.,
15 employee payroll taxes, etc.). Agreement at §III(L)(1). Individual Settlement Payments for members
16 of the Settlement Class who submit valid and timely requests for exclusion will be redistributed to
17 Settlement Class members who do not submit valid and timely requests for exclusion on a pro rata
18 basis. Agreement at §III(L)(1). Given that there are approximately 290 Settlement Class Members,
19 **the average gross recovery is approximately \$1,351.72** (Net Settlement Amount divided by Settlement
20 Class Members).

21 24. Generally, as of the Funding Date, Plaintiff and the Settlement Class Members will agree
22 to release the Released Parties from the Released Claims, defined as "all class claims alleged, or wage-
23 and-hour class claims which could have been alleged based on the facts, in the operative complaint
24 which occurred during the Class Period (including, but not limited to, claims for failure to pay
25 minimum wages in violation of Labor Code sections 1194, 1197, and 1197.1, failure to pay overtime
26 wages in violation of Labor Code section 510, failure to provide meal periods in violation of Labor
27 Code section 226.7 and 512 and applicable Wage Orders, failure to provide rest breaks in violation of
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1 Labor Code sections 226.7 and 512 and applicable Wage Orders, failure to provide wage statements
2 in violation of Labor Code section 226, failure to pay wages when due in violation of Labor Code
3 sections 201, 202, and 203, and violation of Business & Professions Code section 17200 arising from
4 these labor code violations) and expressly excluding all other claims, including claims for vested
5 benefits, wrongful termination, unemployment insurance, disability, social security, workers'
6 compensation, and class claims outside of the Class Period.” Agreement at §§I(Z) and III(B).

7 25. Generally, upon the Funding Date the LWDA and the Aggrieved Employees will release
8 all PAGA Claims alleged in the operative complaint and Plaintiff’s notice to the LWDA which
9 occurred during the PAGA Period, and expressly excluding all other claims, including claims for
10 vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’
11 compensation, and class claims outside the PAGA Period. Agreement at §§I(AA) and III(C).

12 26. The Parties participated in mediation with highly respected mediator and former Santa
13 Clara County Superior Court Judge Hon. Brian C. Walsh (Ret.). Judge Walsh managed the Parties’
14 expectations and provided a useful, neutral analysis of the issues and risks to both sides. (*In re Apple*
15 *Computer, Inc. Derivative Litig*, No. C 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal.
16 Nov. 5, 2008) (mediator’s participation weighs considerably against any inference of a collusive
17 settlement); *D’Amato v. Deutsche Bank* (2d. Cir. 2001) 236 F.3d 78, 85 (a “mediator’s involvement in
18 pre-certification settlement negotiations helps to ensure that the proceedings were free of collusion and
19 undue pressure.”).) At all times, the Parties’ negotiations were at an arm’s length, adversarial and non-
20 collusive. In fact, despite a full day of mediated negotiations, the Parties reached an impasse and the
21 mediation session concluded without a settlement. The matter resolved only when Judge Walsh issued
22 a mediator’s proposal that the Parties accepted. Judge Walsh arrived at his proposal after hearing
23 arguments, reviewing evidence, and evaluating the Parties’ respective claims and defenses.

24 27. Once the Parties agreed to the Mediator’s proposal, the Parties engaged in protracted
25 negotiations regarding the written terms of the class action settlement. The Parties maintained the arm’s
26 length, non-collusive and adversarial negotiations while arriving at the final terms of the Settlement.
27

1 The Agreement is the final product of these mediated negotiations. Objectively, the Settlement terms
2 are fair, adequate and represent a reasonable compromise of the claims at issue.

3 28. Class Counsel conducted a very thorough investigation into the factual and legal issues
4 in dispute. In addition to informal discovery, document review, data analysis and legal research, Class
5 Counsel also researched similar wage and hour actions. Although no two cases are identical, this
6 research provided Class Counsel with a marker to inform settlement discussions, and ultimately, to
7 measure this settlement against. The investigation allowed to Class Counsel to realistically assess the
8 value of Plaintiff's claims and intelligently engage defense counsel in settlement discussions that
9 culminated in the proposed settlement now before the Court.

10 29. Class Counsel only agreed to enter the Settlement following thorough investigation and
11 evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable law, and
12 marketplace for similar settlements, and in light of the risk of significant delay, uncertainty associated
13 with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believes this
14 Agreement to be in the best interests of Settlement Class. Because the Settlement's terms are fair,
15 reasonable, and adequate, the Court should preliminarily approve the Settlement.

16 30. The Total Settlement Amount of \$699,000 is well within the range of reasonable
17 settlement for preliminary approval. To determine whether a settlement is fair and reasonable, the court
18 should "consider enough information about the nature and magnitude of the claims being settled, as
19 well as the impediments to recovery, to make an independent assessment of the reasonableness of the
20 terms to which the parties have agreed." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
21 116, 133.).

22 31. The Total Settlement Amount of \$699,000 is fair and reasonable in light of the nature and
23 magnitude of the claims being settled and the various potential impediments to recovery. Prior to
24 mediation, Class Counsel retained BCG to develop a damage model measuring Defendants' liability
25 exposure while accounting for the uncertainties of continued litigation. The model was informed by
26 Class Counsel's investigation, including the analysis of a significant sample of time and payroll data.
27 Class Counsel projected Defendants' liability exposure for the Settlement Class for *damages* to be

1 approximately \$2,914,141, and liability exposure for damages and penalties to be \$7,113,534
2 (“Damages Model”) if successful at trial. This reflects the uncertainty regarding several of Plaintiff’s
3 claims, together with the uncertainty surrounding derivative liability for inaccurate wage statements
4 and waiting time penalties resulting from meal and rest period violations. Thus, the Total Settlement
5 Amount of \$699,000 represents approximately 24% of Defendants’ liability exposure for damages,
6 and approximately 10% of Defendants’ liability exposure for damages and penalties, as estimated by
7 Class Counsel at the time of mediation. The following summarizes Defendants’ estimated exposure.

8 **32. Estimated Damages for Meal Period Violations:** Plaintiff alleges that Defendants
9 failed to provide compliant meal periods. Specifically, Plaintiff alleges that as a result of their rigorous
10 work schedules, Plaintiff and the Settlement Class Members were not able to take timely and duty-free
11 meal periods. Labor Code 512 requires employers to provide employees with thirty (30) minute
12 uninterrupted and duty-free meal period within the first five hours of work. Moreover, an employee
13 who works more than ten (10) hours per day is entitled to receive a second thirty (30) minute
14 uninterrupted and duty-free meal period. Defendants argued that they fully complied with California
15 meal period laws and maintained legally compliant policies and practices. Courts have found that
16 where an employer's meal period policies are compliant, individualized issues exist as to the reasons
17 for missed, late or truncated meal periods. *See e.g. Lampe v. Queen of the Valley Medical Center*, 19
18 Cal.App.5th 832, 851 (2018) (holding that although only 11.1% of the employees’ time punches for
19 meal periods were within the first 5 hours, the claim was not certifiable because individualized issues
20 existed as to the reasons for the late meal periods). Defendants also argued that they occasionally paid
21 meal period premium when missed, late or truncated meal periods were reported. If successful,
22 Defendants availed themselves to a complete defense of Plaintiff’s meal period claim. Plaintiff
23 estimated the damages for this claim to be approximately \$1,232,849.

24 **33. Estimated Damages for Meal Period Violations:** Plaintiff also alleged that Defendants
25 failed to provide compliant rest periods. Specifically, Plaintiff alleged that as a result of their rigorous
26 work schedules, Plaintiff and the Settlement Class Members were not able to take timely and duty-free
27 rest periods. Again, Defendants denied liability and asserted that they maintained legally compliant
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1 rest period policies and practices at all times throughout the Class Period. Moreover, Plaintiff
2 recognizes the evidentiary burdens establishing this claim. Establishing Plaintiff's rest period claim
3 would rely, almost entirely, on Class Member testimony, making it a riskier claim at class certification
4 and liability stages. Defendants likely would have argued that only a small number of Class Members
5 actually missed their rest breaks. Certification likely would have required depositions of Class
6 Members who provided declarations, and Defendants surely would have obtained opposing
7 declarations stating either rest breaks were taken, or rest breaks were voluntarily waived. *See, e.g.,*
8 *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the
9 competing testimony before the Court, plaintiff's evidence that defendant may have an illegal, written
10 rest break policy is insufficient for this Court to find that common issues predominate."); *Villa v.*
11 *United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 ("Indeed,
12 Plaintiff's own evidence confirms that the written policy does not generate uniform practices.").
13 Accordingly, the rest break claim was heavily discounted in Plaintiff's valuation of the case. Plaintiff
14 estimated the damages for this claim to be approximately \$1,286,307. Importantly, this amount is
15 based on an unlikely assumption of a 100% violation rate.

16 **34. Defendant's Estimated Exposure for Unpaid Wages due to Rounding:** Plaintiff
17 alleged that because of Defendants' unlawful rounding policy, it failed to pay Plaintiff and the
18 Settlement Class Members all wages due for purposes of straight pay, overtime pay, and double-time
19 pay. Defendants denied liability and asserted that their employees were paid for all time worked.
20 Defendants argued that employees use an electronic timekeeping system to record their hours of
21 work, and were paid according to their own reported time. Defendants also argued that their rounding
22 policy, if any, was, for the most part, neutral. Furthermore, Defendants argued that, even if successful,
23 this claim resulted in minimal actual damage to the Class Members—and Plaintiff's expert confirmed
24 this to be true. Plaintiff estimated Defendants' exposure for this claim to be approximately **\$20,692**.

25 **35. Exposure for Wage Statement Violations and Waiting Time Penalties:** Generally,
26 Plaintiff alleges that Defendants' aforementioned violations resulted in derivative violations of Labor
27 Code sections 203 and 226(a). Class Counsel considered the arguable presence of various penalties
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1 and weighed the potential recoveries against probable defenses. Specifically, Defendants could argue
2 that Plaintiff could not prove the “willful” prong needed to obtain waiting time penalties under Cal.
3 Lab. Code § 203. Additionally, Defendants could argue that Plaintiff could not show that Class
4 Members suffered an “injury” as a result of wage statement violations, as required by Cal. Lab. Code
5 § 226. Defendants could also argue that meal and rest period violations do not entitle employees like
6 Plaintiff and the Settlement Class Members to pursue the derivative waiting time and itemized wage
7 statement penalties. (See *Naranjo v. Spectrum Security Services, Inc.*, (2019) 40 Cal.App. 5th 444;
8 *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308.) Although the Settlement Class
9 arguably could have seen a payout of \$1,330,543 (\$921,493 in waiting time penalties and \$409,050 in
10 wage statement penalties) for these penalties if Plaintiff prevailed on every penalty claim, Plaintiff
11 would not recover any derivative penalties if they failed to prove the underlying claims. Moreover,
12 Plaintiff would have to overcome damaging precedent to prove the Class deserved the penalties. See,
13 e.g., *Howard v. CVS Caremark Corp.*, 2014 U.S. Dist. LEXIS 172406 (C.D. Cal. Dec. 9, 2014)
14 (denying class certification for the same penalty claims); *Alonzo v. Maximus, Inc.*, 832 F. Supp. 2d
15 1122, 1134-1137 (C.D. Cal. 2011) (finding insufficient evidence of bad faith or actual injury). Plaintiff
16 could not give the penalty claims great weight given that they depended on proving the underlying
17 claims, which had their own risks.

18 **Defendants’ PAGA Exposure:** Class Counsel’s damage models also estimated Defendants’
19 exposure for PAGA penalties arising from the aforementioned violations. At the time of mediation,
20 Plaintiff estimated Defendants’ PAGA exposure at approximately \$2,868,800. Under PAGA, Courts
21 have considerable discretion to reduce the penalty award. In *Fleming v. Covidien*, 2011 U.S. Dist.
22 LEXIS 154590 (C.D. Cal. 2011), a federal court reduced PAGA penalties from \$2,800,000 to \$500,000,
23 a reduction of 82.2%, because the court found maximum penalties “unjust” because the employees had
24 suffered no injuries. Some trial courts have actually awarded no civil penalties, even when Labor Code
25 violations are established. See also *In re Nordstrom Com. Cases*, 186 Cal.App.4th 576, 589 (2010)
26 (affirming an award of \$0 in PAGA penalties in a wage and hour class action); *In re Taco Bell Wage &*
27 *Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied

1 after trial). In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each
2 of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist.
3 LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot
4 recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor
5 Code by the defendant."). Here, Plaintiff would need to prove that each Aggrieved Employee suffered
6 a violation for each pay period the employee worked. Again, Defendants raised a number of defenses
7 that presented serious threats to the claims of the Plaintiff and the Aggrieved Employees. Defendants
8 asserted that their employment practices complied with all applicable Labor Laws. In addition to those
9 arguments discussed *supra*, Defendants also argued that the Court of Appeals decision in *Cacho v.*
10 *Eurostar, Inc.* (2019) 43 Cal.App.5th 885, weakened Plaintiff's claims, on liability, value, and
11 manageability as to the rest period claims. In all, Plaintiff's PAGA liability exposure is hotly contested.

12 **36. Inherent Risks of Continued Litigation Support Preliminary Approval:** With respect
13 to the most immediate challenge, i.e., class certification, the risks attendant to the certification of
14 similar wage and hour claims are demonstrated by *Donohue v. AMN Services, LLC* (2018) 29
15 Cal.App.5th 1068 (cert granted.) In *Donohue*, Fourth District Court of Appeal affirmed Hon. Joel
16 Pressman's denial of class certification for missed meal and rest periods by call center employees. (See
17 *also O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and
18 hour misclassification action); *see also Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1,
19 31 (reversing a trial verdict in favor plaintiffs in a wage and hour class action)); *Tien v. Tenet*
20 *Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might not
21 take their breaks were predominantly individualized questions of fact not susceptible to class
22 treatment."); *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341 (affirming denial of
23 certification because employees' declarations attesting to having taken meal and rest breaks
24 demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy Stores,*
25 *L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification of
26 proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed*
27 *Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest
28

period claims based on the predominance of individual issues).) Plaintiff is confident about the strength of his claims. Nonetheless, Plaintiff recognizes that Defendants have factual and legal defenses that, if successful, would potentially defeat or substantially impair the value of Plaintiff's lawsuit. Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement. Finally, continuing to litigate this action would require continued and extensive resources coupled with significant Court time to proceed through trial and post-trial motions; which can often take years. Furthermore, wage and hour litigations are complex and expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that Defendants would appeal any favorable judgment.

37. In this matter, Class Counsel negotiated a Total Settlement Amount of \$699,000 that is roughly 24% of Defendants' liability exposure for damages, and 10% of Defendants' liability exposure for damages and penalties. Given the amount of the settlement here, as compared to potential value of the claims, offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.

38. **The Proposed Notice Informs the Class about the Case and Settlement:** The Parties jointly drafted the Class Notice which fairly and neutrally informs the Settlement Class of their rights and remedies in this action. The Settlement Administrator will first verify addresses, then mail the proposed Class Notice to entire Settlement Class. The Notice will include information regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the procedure and time period within which to submit requests for exclusions or objections to the Settlement, the date for the final approval hearing, the formula used to calculate settlement payments, and the terms and scope of the Released Claims. Agreement at §III(K). This method was negotiated by the Parties to ensure delivering the most reasonable method of notice to the Settlement Class while ensuring cost effective administration of the Settlement. Accordingly, both the method of

1 disseminating the Class Notice and content of the Class Notice satisfy due process and the requirements
2 of California law.

3 **39. Class Representative Enhancement Award:** Approximately 290 members of the
4 Settlement Class will share in the estimated \$392,000 Net Settlement Amount due entirely to the effort
5 and commitment of Plaintiff. Subject to Court approval, therefore, the Settlement provides for a Class
6 Representative Service Award of \$10,000¹ for Plaintiff. The service award is fair and reasonable
7 compensation for Plaintiff's efforts bringing the action, assisting Class Counsel with the litigation and
8 settlement, regularly conferring with Class Counsel on the status of his case and the strategies for
9 prosecuting the claims, reviewing the proposed Settlement to ensure that its terms are fair and provide
10 adequate relief for the Settlement Class. Class Counsel on behalf of Plaintiff will file a formal motion
11 for the negotiated Class Representative Service Award once preliminary approval of the Settlement is
12 granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary approval of
13 the negotiated Class Representative Service Award. Plaintiff will file a formal motion for the
14 negotiated Class Counsel Award once preliminary approval of the Settlement is granted. Plaintiff
15 respectfully submits that the above showing is sufficient for preliminary approval of the negotiated
16 attorneys' fees.

17 **40. Class Counsel Award:** Class Counsel took this matter on a contingency fee basis and
18 invested significant time and expense successfully prosecuting Plaintiff's claims. As discussed *supra*,
19 the estimated average Individual Settlement Share illustrates the demonstrably positive outcome for
20 the Settlement Class Members. The Agreement provides for a Class Counsel Award in the amount of
21 one-third of the Total Settlement Amount and litigation costs and expenses not to exceed \$15,000.
22 Agreement at §III(L)(10). In light of the positive outcome for the Settlement Class, and in light of the
23 supporting authority, the proposed Class Counsel award is fair and reasonable.

24
25 ¹ The amount of the requested enhancement payment-\$10,000-is reasonable by reference to the amounts that California courts (both
26 federal and state) have repeatedly found to be reasonable for wage and hour class action settlements: *See Guerrero v. R.R. Donnelley &*
27 *Sons Co.*, No. RIC 10005196 (Riverside Super. Ct July 16, 2013) (awarding \$10,000 enhancement payment); *Kisliuk v. ADT Security*
Services, Inc., No. CV08-0324 DSF (RZx) (C.D. Cal. Jan. 10, 2011) (awarding \$10,000 enhancement payment); *Morales v. BCBG*
Maxaria Int'l Holdings, Inc., No. JCCP 4582 (Orange County Super. Ct Jan. 24, 2013) (awarding \$10,000 enhancement payment); and
Barrett v. Doyon Security Services, LLC, Nos. BS900199, BS900517 (San Bernardino County Super. Ct. Apr. 23, 2010) (awarding
\$10,000 enhancement payment).

1 41. Class Counsel are experienced in prosecuting class action lawsuits and can competently
2 represent the Class. Attorneys from Class Counsel's firms have extensive class litigation experience,
3 handling a number of class action and complex commercial cases and have acted both as counsel and
4 as lead and co-lead counsel in a variety of these matters. Class Counsel have successfully prosecuted
5 and obtained significant recoveries in numerous class action lawsuits and other lawsuits involving
6 complex issues of law and fact. Class Counsel have collectively been involved as class counsel in over
7 two hundred class action matters, including many wage and hour class actions. Class Counsel has been
8 found to be adequate counsel by the courts throughout California. A true and correct copy of Zakay
9 Law Group, APC's resume is attached hereto as Exhibit #2. JCL Law Firm, APC's qualifications can
10 be found in the concurrently filed Declaration of Jean-Claude Lapuyade, Esq. Thus, the adequacy
11 requirement is satisfied.

12 **42. Provisional Certification for Settlement Purposes:** For the purpose of Settlement,
13 Plaintiff contends, and Defendants do not dispute, that provisional certification of the Settlement Class
14 is appropriate:

15 a. Generally, the proposed Settlement Class consists of all of Defendants' current and
16 former California non-exempt employees during the Class Period. Defendants'
17 records show that the Settlement Class Members consists of approximately 290
18 individuals, making joinder of all Settlement Class Members impracticable. Further,
19 because all Settlement Class Members are Defendants' current and former employees,
20 the class is readily ascertainable from Defendants' regular business records, i.e.,
21 payroll records.

22 b. The California statutes relating to each of Plaintiff's claims apply with equal force
23 and effect to the entire Settlement Class. Factually, Defendants' policies and practices
24 apply class-wide and Defendants' liability can be determined by facts common to all
25 members of the class. The wage and hour issues are both numerous and substantial,
26 and a class action is the most advantageous method of dealing with the claims of the
27 Settlement Class.

- 1 c. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because
2 they arise from the same facts and are based on the same legal theories applicable to
3 the other Class Members. Likewise, Plaintiff's interests are entirely coextensive with
4 the interests of the Settlement Class. Plaintiff alleges that he was injured by the same
5 company-wide practices to which the proposed Settlement Class was subject and
6 seeks the same relief. Plaintiff has already demonstrated his ability to advocate for
7 the interests of the Settlement Class by initiating this litigation, undertaking extensive
8 class discovery, and evaluating the proposed settlement to assure that it is fair.
- 9 d. Additionally, Plaintiff is represented by competent Class Counsel who has extensive
10 experience in litigating wage and hour class action cases. Class Counsel has
11 successfully briefed, argued, certified, and gained state court settlement approval of
12 the same class-wide causes of action that are at issue in this case. Class Counsel's
13 wage and hour class action experience establishes that they are well qualified to
14 represent the interests of this Class.
- 15 e. A class action is superior to a multitude of individual lawsuits. Given the size and
16 amount of each individual Settlement Class Member's claim, Class Settlement
17 Members likely have little incentive to litigate their claims on an individual basis
18 because the out-of-pocket expense and personal commitment necessary to litigate
19 each claim outweighs any potential recovery. In sum, class treatment is superior to
20 individual, case-by-case adjudication.

21 //

22
23 //

24
25 //

26
27 //

EXHIBIT 1

JEAN-CLAUDE LAPUYADE, ESQ. (SBN 248676)
JCL LAW FIRM, APC
3990 OLD TOWN AVENUE, SUITE C204
SAN DIEGO, CA 92110
TEL: 619-599-8292
FAX: 619-599-8291

ZAKAY LAW GROUP, APLC
SHANI O. ZAKAY (STATE BAR #277924)
3990 OLD TOWN AVENUE, SUITE C204
SAN DIEGO, CA 92110
TEL: (619) 255-9047
FAX: (858) 404-9203

ATTORNEYS FOR PLAINTIFF AND THE PUTATIVE CLASS

DANIEL F. PYNE, ESQ. (SBN # 131955)
HOPKINS & CARLEY, A LAW CORPORATION
70 SOUTH FIRST STREET
SAN JOSE, CA 95113

ATTORNEYS FOR DEFENDANTS

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

RODNEY STOVALL, on behalf of himself
and on behalf of all persons similarly
situated,

PLAINTIFF,

vs.

JAVELIN LOGISTICS COMPANY, INC.;
CARSON CONSULTING GROUP CORP.,
and DOES 1 through 50, Inclusive;

DEFENDANTS.

Case No.: RG-20075705

[Action Filed 09/30/2020]

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

Judge: Honorable Brad Seligman
Dept.: 23

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
2 between Plaintiff RODNEY STOVALL (hereinafter "Plaintiff"), individually, on behalf of the
3 Settlement Class, and in his representative capacity on behalf of the State of California and the
4 Aggrieved Employees, and Defendant JAVELIN LOGISTICS COMPANY, INC. ("Javelin") and
5 Defendant CARSON CONSULTING CORP. ("Carson") (hereinafter collectively "Defendants"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the putative class action lawsuit designated *Stovall v. Javelin*
8 *Logistics, Inc.*, Alameda County Superior Court, Case No. RG-20075705, filed
9 September 30, 2020 (hereinafter the "Action").
- 10
- 11 B. "Aggrieved Employees" shall mean all employees who are or previously were
12 employed by Javelin Logistics Company, Inc. in California and who were classified
13 as non-exempt employees during the PAGA Period, and/or were employed by Carson
14 Consulting Corp. and assigned to provide service to Javelin Logistics Company, Inc.
15 during the PAGA Period.
- 16
- 17 C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
18 Class Action and Release of Claims.
- 19
- 20 D. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and
21 Shani Zakay of Zakay Law Group, APLC.
- 22
- 23 E. "Class Counsel Award" means the award of fees and expenses that the Court
24 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff
25 and the Settlement Class in the Action, consisting of attorneys' fees currently not to
26 exceed one-third of the Gross Settlement Amount currently estimated to be \$233,000
27 out of \$699,000.00 plus costs of up to \$15,000.00. Class Counsel's award for
28

attorneys' fees will be divided equally between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC).

F. "Class Data" means information regarding Class Members that Defendants will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment.

G. "Class Members" or the "Class" means all employees who are or previously were employed by Javelin Logistics Company, Inc. in California and who were classified as non-exempt employees during the Class Period, and/or were employed by Carson Consulting Corp. and assigned to provide service to Javelin Logistics Company, Inc. during the Class Period.

H. "Class Period" means the period from April 6, 2016, to October 15, 2021.

I. "Class Representative Service Award" means the amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment and his pro-rata share of the PAGA Settlement, in recognition of his efforts and risks in assisting with the prosecution of the Action.

J. "Class Representative" shall mean plaintiff RODNEY STOVALL.

K. "Court" means the Superior Court for the State of California, County of Alameda currently presiding over the Action.

1 L. "Defendants" shall mean JAVELIN LOGISTICS COMPANY, INC. and CARSON
2 CONSULTING CORP.

3
4 M. "Effective Date" means the earliest date, following entry by the Court of an order
5 and judgment finally approving this Settlement, upon which one of the following have
6 occurred: (i) if no objection is filed to the settlement and no objector appears at the
7 hearing on final approval, the date of the Court's entry of the order granting final
8 approval, (ii) if an objection is filed to the settlement and/or an objector appears at the
9 hearing on final approval, then the earlier of the following: (a) the expiration of all
10 potential appeal periods without a filing of a notice of appeal of the final approval
11 order or judgment; (b) final affirmance of the final approval order and judgment by
12 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
13 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
14 the final approval order and judgment is no longer subject to further judicial review.
15
16

17 N. "Funding Date" shall mean thirty (65) calendar days after the Effective Date and is
18 the date Defendants transfer the Gross Settlement Amount into the QSF in accord
19 with the terms of this Agreement.

20
21 O. "Individual Settlement Payment" means the amount payable from the Net Settlement
22 Amount to each Settlement Class Member and excludes any amounts distributed to
23 Aggrieved Employees pursuant to PAGA.

24
25 P. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
26 Counsel Award, Class Representative Service Award, PAGA Settlement, and
27 Settlement Administration Costs.
28

- 1 Q. "Notice Packet" means the Class Notice to be provided to the Class Members by the
2 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
3 than formatting changes to facilitate printing by the Settlement Administrator).
- 4 R. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
5 Labor Code § 2698 *et seq.*
- 6
7 S. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period
8 for each Aggrieved Employee divided by the sum total of the pay periods for all
9 Aggrieved Employees during the PAGA Period.
- 10
11 T. "PAGA Period" means the period of April 6, 2019 to October 15, 2021 (the "PAGA
12 Period").
- 13
14 U. "PAGA Settlement" shall mean Forty Thousand Dollars (\$40,000) to be allocated
15 from the Gross Settlement Amount.
- 16
17 V. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
18 Plaintiff or Defendants, individually.
- 19
20 W. "Payment Ratio" means the respective Workweeks for each Class Member divided
21 by the sum total Workweeks for all Class Members.
- 22
23 X. "Plaintiff" shall mean RODNEY STOVALL.
- 24
25 Y. "QSF" means the Qualified Settlement Fund established, designated and maintained
26 by the Settlement Administrator to fund the Gross Settlement Amount.
- 27
28 Z. "Released Class Claims" means all class claims alleged, or wage-and-hour class

claims which could have been alleged based on the facts, in the operative complaint which occurred during the Class Period (including, but not limited to, claims for failure to pay minimum wages in violation of Labor Code sections 1194, 1197 and 1197.1, failure to pay overtime wages in violation of Labor Code section 510, failure to provide meal periods in violation of Labor Code sections 226.7 and 512 and applicable Wage Orders, failure to provide rest breaks in violation of Labor Code sections 226.7 and 512 and applicable Wage Orders, failure to provide wage statements in violation of Labor Code section 226, failure to pay wages when due in violation of Labor Code sections 201, 202 and 203, and violation of Business & Professions Code section 17200 arising from these labor code violations) 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.

AA. "Released PAGA Claims" means all PAGA claims alleged in the operative complaint and Plaintiffs PAGA notice to the LWDA which occurred during the PAGA Period (including, but not limited to, claims for PAGA penalties arising from failure to pay minimum wages in violation of Labor Code sections 1194, 1197 and 1197.1, failure to pay overtime wages in violation of Labor Code section 510, failure to provide meal periods in violation of Labor Code sections 226.7 and 512 and applicable Wage Orders, failure to provide rest breaks in violation of Labor Code sections 226.7 and 512 and applicable Wage Orders, failure to provide wage statements in violation of Labor Code section 226, failure to pay wages when due in violation of Labor Code sections 201, 202 and 203, and violation of Labor Code section 2698), and expressly excluding all other claims, including claims for vested benefits, wrongful termination,

1 unemployment insurance, disability, social security, workers' compensation, and
2 PAGA claims outside of the PAGA Period (the "PAGA Release").

3
4 BB. "Released Parties" shall mean Defendants and their current and former shareholders,
5 members, directors, officers and employees.

6
7 CC. "Response Deadline" means the date forty-five (45) days after the Settlement
8 Administrator mails Notice Packets to Class Members and the last date on which
9 Class Members may submit requests for exclusion or objections to the Settlement.

10
11 DD. "Settlement" means the disposition of the Action pursuant to this Agreement.

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

23
24 FF. "Settlement Class Members" or "Settlement Class" means all Class Members who
25 have not submitted a timely and valid request for exclusion as provided in this
26 Agreement.
27
28

GG. “Gross Settlement Amount” means Six Hundred Ninety-Nine Thousand Dollars (\$699,000.00) that Defendants must pay into the QSF in connection with this Settlement, inclusive of the sum of the Individual Settlement Payments, the Class Representative Service Awards, the Class Counsel Award, PAGA Settlement and the Settlement Administration Costs and *exclusive* of the employer’s share of payroll tax, if any, triggered by any payment under this Settlement.

HH. “Workweeks”, for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member was employed by Defendants in California.

II. RECITALS

A. On July 4, 2020, Plaintiff Stovall filed a Notice of Violations with the Labor and Workforce Development Agency (LWDA) and served the same on Defendants.

B. On September 30, 2020, Plaintiff Stovall filed the class action lawsuit for:

1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
2. Failure to pay minimum wages in violation of California Labor Code sections 1194, 1197 & 1197.1;
3. Failure to pay overtime wages in violation of California Labor Code sections 510 *et seq*
4. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;

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

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

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

9 8. Violation of the Private Attorneys General Act [Labor Code section 2698, *et*
10 *seq.*].

11
12 C. The Class Representative believes he has claims based on alleged violations of the
13 California Labor Code, and the Industrial Wage Commission Orders, and that class
14 certification is appropriate because the prerequisites for class certification can be
15 satisfied in the Action, and this action is manageable as a PAGA representative
16 action.
17

18 D. Defendants deny any liability or wrongdoing of any kind associated with the claims
19 alleged in the Action, disputes any wages, damages and penalties claimed by the
20 Class Representative are owed, and further contend that, for any purpose other than
21 settlement, the Action is not appropriate for class or representative action treatment.
22 Defendants contend, among other things, that at all times they complied with the
23 California Labor Code and the Industrial Wage Commission Orders.
24

25 E. The Class Representative is represented by Class Counsel. Class Counsel conducted
26 an investigation into the facts relevant to the Action, including conducting an
27
28

1 independent investigation as to the allegations, reviewing documents and
2 information exchanged through informal discovery, and reviewing documents and
3 information provided by Defendants pursuant to informal requests for information
4 to prepare for mediation. Defendants produced for the purpose of settlement
5 negotiations certain employment data concerning the Settlement Class, which Class
6 Counsel reviewed and analyzed with the assistance of an expert. Furthermore, Class
7 Counsel propounded formal discovery, including sets of special interrogatories to
8 each named Defendant. Class Counsel engaged in a comprehensive review and
9 analysis of Defendants' discovery responses. Based on their own independent
10 investigation and evaluation, Class Counsel are of the opinion that the Settlement
11 with Defendants is fair, reasonable and adequate, and is in the best interest of the
12 Settlement Class in light of all known facts and circumstances, including the risks of
13 significant delay, defenses asserted by Defendants, uncertainties regarding class
14 certification, and numerous potential appellate issues. Although they deny any
15 liability, Defendants are agreeing to this Settlement solely to avoid the
16 inconveniences and cost of further litigation. The Parties and their counsel have
17 agreed to settle the claims on the terms set forth in this Agreement.

21 F. On September 10, 2020, the Parties participated in mediation presided over by Hon.
22 Brian C. Walsh (Ret.), a respected jurist and experienced wage and hour class action
23 mediator. The mediation concluded without a settlement, but Judge Walsh made a
24 mediator's proposal, which was accepted by all Parties. The agreement was
25 memorialized in the form of a Memorandum of Understanding.

1 G. This Agreement replaces and supersedes the Memorandum of Understanding and any
2 other agreements, understandings, or representations between the Parties. This
3 Agreement represents a compromise and settlement of highly disputed claims.
4 Nothing in this Agreement is intended or will be construed as an admission by
5 Defendants that the claims in the Action of Plaintiff or the Class Members have merit
6 or that Defendants bears any liability to Plaintiff or the Class on those claims or any
7 other claims, or as an admission by Plaintiff that Defendants' defenses in the Action
8 have merit.
9

10
11 H. The Parties believe that the Settlement is fair, reasonable and adequate. The
12 Settlement was arrived at through arm's-length negotiations, taking into account all
13 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
14 attendant to continuing the Action through trial and any appeal. Accordingly, the
15 Parties desire to fully, finally, and forever settle, compromise and discharge all
16 disputes and claims arising from or relating to the Action.
17

18 I. The Parties agree to certification of the Class for purposes of this Settlement only. If
19 for any reason the settlement does not become effective, Defendants reserve the right
20 to contest certification of any class for any reason and reserves all available defenses
21 to the claims in the Action.
22

23 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:
24

25 **III. TERMS OF AGREEMENT**

26 A. Settlement Consideration and Settlement Payments by Defendants.
27
28

1 1. Settlement Consideration. In full and complete settlement of the Action, and
2 in exchange for the releases set forth below, Defendants and the Released
3 Parties will pay the sum of the Individual Settlement Payment, the Class
4 Representative Service Award, the Class Counsel Award, PAGA Settlement,
5 and the Settlement Administration Costs, as specified in this Agreement, equal
6 to the Gross Settlement Amount of Six Hundred Ninety-Nine Thousand
7 Dollars (\$699,000.00). The Parties agree that this is a non-reversionary
8 Settlement and that no portion of the Gross Settlement Amount shall revert to
9 Defendants. Other than the Defendants' share of employer payroll taxes, or
10 as otherwise specified in the Agreement, Defendants shall not be required to
11 pay more than the Gross Settlement Amount, except as provided for
12 hereinbelow.

13
14
15 2. Class Size. At the time of mediation, Defendants estimated that the Settlement
16 Class was comprised of 290 individuals who collectively worked
17 approximately 24,000 workweeks ("Projected Workweeks") during the Class
18 Period. In regard hereto, Defendants will provide a declaration under penalty
19 of perjury confirming the number of applicable Class Members and Projected
20 Workweeks during the Class Period. If the number of Class Members and/or
21 the number of workweeks is greater than 110% of the estimate provided for
22 herein, the end date of the Release Period and Class Period will be adjusted so
23 that the number of workweeks in the Releases Period and Class Period does
24 not exceed 110% of the estimate.
25
26
27
28

1 3. Settlement Payment. Defendants shall pay, via wire transfer, the Gross
2 Settlement Amount to the Settlement Administrator on the Funding Date.

3
4 4. Defendants' Share of Payroll Taxes. Defendants' share of employer side
5 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
6 together with the Gross Settlement Amount.

7
8 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
9 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
10 release the Released Parties from the Released Class Claims for the Class Period.

11 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
12 consideration set forth in this Agreement, the Plaintiff, the LWDA and the State of
13 California release the Released Parties from the PAGA Released Claims for the PAGA
14 Period. As a result of this release, the Aggrieved Employees shall be precluded from
15 bringing claims against Defendants for the PAGA Released Claims.

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

- 19
20 1. The Court enters an order granting preliminary approval of the Settlement;
21
22 2. The Court enters an order granting final approval of the Settlement and a Final
23 Judgment;
24
25 3. If an objector appears at the final approval hearing, the time for appeal of the
26 Final Judgment and Order Granting Final Approval of Class Action
27 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
28

1 any appeal from the Judgment and Order Granting Final Approval of Class
2 Action Settlement; and

3
4 4. Defendants fully fund the Gross Settlement Amount.

5
6 E. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
7 not preliminarily or finally approved by the Court, fails to become effective, or is
8 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
9 Defendants from obtaining a complete resolution of the Released Claims, or if
10 Defendants fail to fully fund the Gross Settlement Amount:

11
12 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
13 and shall not be admissible in any judicial, administrative or arbitral
14 proceeding for any purpose or with respect to any issue, substantive or
15 procedural;

16
17 2. The conditional class certification (obtained for any purpose) shall be void *ab*
18 *initio* and of no force or effect, and shall not be admissible in any judicial,
19 administrative or arbitral proceeding for any purpose or with respect to any
20 issue, substantive or procedural; and

21
22 3. None of the Parties to this Settlement will be deemed to have waived any
23 claims, objections, defenses or arguments in the Action, including with respect
24 to the issue of class certification.

25
26 4. Defendants shall bear the sole responsibility for any cost to issue or reissue
27 any curative notice to the Settlement Class Members and all Settlement
28

Administration Costs incurred to the date of nullification if such curative notice is necessary as a result of the fault of the Defendants.

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

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

H. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the

1 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
2 such communication or disclosure constitute or be construed or be relied upon as, tax
3 advice within the meaning of United States Treasury Department circular 230 (31 CFR
4 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
5 her or its own, independent legal and tax counsel for advice (including tax advice) in
6 connection with this Agreement, (b) has not entered into this Agreement based upon
7 the recommendation of any other Party or any attorney or advisor to any other Party,
8 and (c) is not entitled to rely upon any communication or disclosure by any attorney
9 or adviser to any other party to avoid any tax penalty that may be imposed on the
10 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
11 any limitation that protects the confidentiality of any such attorney's or adviser's tax
12 strategies (regardless of whether such limitation is legally binding) upon disclosure by
13 the acknowledging party of the tax treatment or tax structure of any transaction,
14 including any transaction contemplated by this Agreement.
15
16

17
18 I. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
19 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
20 which shall include this Settlement Agreement. Plaintiff will provide Defendants with
21 a draft of the Motion at least five business days prior to the filing of the Motion to give
22 Defendants an opportunity to propose changes or additions to the Motion.
23

24 J. Settlement Administrator. The Settlement Administrator shall be responsible for:
25 establishing and administering the QSF; calculating, processing and mailing payments
26 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
27 mailing the Notice Packets to the Class Members as directed by the Court; receiving
28

1 and reporting the objections and requests for exclusion; calculating, deducting and
2 remitting all legally required taxes from Individual Settlement Payments and
3 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
4 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
5 Settlement; processing and mailing tax payments to the appropriate state and federal
6 taxing authorities; providing declaration(s) as necessary in support of preliminary
7 and/or final approval of this Settlement; and other tasks as the Parties mutually agree
8 or the Court orders the Settlement Administrator to perform. The Settlement
9 Administrator shall keep the Parties timely apprised of the performance of all
10 Settlement Administrator responsibilities by among other things, sending a weekly
11 status report to the Parties' counsel stating the date of the mailing, the of number of
12 Elections Not to Participate in Settlement it receives (including the numbers of valid
13 and deficient), and number of objections received.

14
15
16 K. Notice Procedure.

17
18 1. Class Data. No later than ten (10) business days after the Preliminary
19 Approval Date, Defendants shall provide the Settlement Administrator with
20 the Class Data for purposes of preparing and mailing Notice Packets to the
21 Class Members.

22
23 2. Notice Packets.

24
25 a) The Notice Packet shall contain the Notice of Class Action Settlement
26 in a form substantially similar to the form attached as Exhibit A. The
27 Notice of Class Action Settlement shall inform Class Members and
28

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

- 25
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

5 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
6 the Settlement Administrator will perform a search based on the National
7 Change of Address Database to update and correct any known or identifiable
8 address changes. No later than fourteen (14) calendar days after receiving the
9 Class Data from Defendants, the Settlement Administrator shall mail and
10 email copies of the Notice Packet to all Class Members via regular First-Class
11 U.S. Mail and electronic mail. The Settlement Administrator shall exercise
12 its best judgment to determine the current mailing address for each Class
13 Member. The address identified by the Settlement Administrator as the
14 current mailing address shall be presumed to be the best mailing address for
15 each Class Member.
16
17

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

1 returned to the Settlement Administrator as non-delivered and no forwarding
2 address is provided, the Settlement Administrator shall notify Defendants.
3 Defendants will request that the currently employed Class Member provide a
4 corrected address, and transmit to the Administrator any corrected address
5 provided by the Class Member. Class Members who received a re-mailed
6 Notice Packet shall have their Response Deadline extended fifteen (15) days
7 from the original Response Deadline.
8

9
10 5. Disputes Regarding Individual Settlement Payments. Class Members will
11 have the opportunity, should they disagree with Defendant's records regarding
12 the start and end dates of employment to provide documentation and/or an
13 explanation to show contrary dates. If there is a dispute, the Settlement
14 Administrator will consult with the Parties to determine whether an
15 adjustment is warranted. The Settlement Administrator shall determine the
16 eligibility for, and the amounts of, any Individual Settlement Payments under
17 the terms of this Agreement. The Settlement Administrator's determination
18 of the eligibility for and amount of any Individual Settlement Payment shall
19 be binding upon the Class Member and the Parties.
20

21
22 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
23 by the Settlement Administrator concerning the administration of the
24 Settlement will be resolved by the Court under the laws of the State of
25 California. Before any such involvement of the Court, counsel for the Parties
26 will confer in good faith to resolve the disputes without the necessity of
27 involving the Court.
28

1 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
2 Packet shall state that Class Members who wish to exclude themselves from
3 the Settlement must submit a written request for exclusion by the Response
4 Deadline. The written request for exclusion must state that the Class Member
5 wishes to exclude himself or herself from the Settlement and (1) must contain
6 the name, address, and the last four digits of the Social Security number of the
7 person requesting exclusion; (2) must be signed by the Class Member; (3)
8 must be postmarked or fax stamped by the Response Deadline and returned to
9 the Settlement Administrator at the specified address or fax telephone number;
10 and (4) contain a typewritten or handwritten notice stating in substance: "I
11 wish to opt out of the settlement of the class action lawsuit entitled *Stovall v.*
12 *Javelin Logistics Company, Inc., Alameda County Superior Court, Case No.*
13 *RG-20075705.* I understand that by requesting to be excluded from the
14 settlement, I will receive no money from the Settlement described in this
15 Notice." The request for exclusion will not be valid if it is not timely
16 submitted, if it is not signed by the Class Member, or if it does not contain the
17 name and address and last four digits of the Social Security number of the
18 Class Member. The date of the postmark on the mailing envelope or fax stamp
19 on the request for exclusion shall be the exclusive means used to determine
20 whether the request for exclusion was timely submitted. Any Class Member
21 who requests to be excluded from the Settlement Class will not be entitled to
22 an Individual Settlement Payment and will not be otherwise bound by the
23 terms of the Settlement or have any right to object, appeal or comment
24 thereon. However, any Class Member that submits a timely request for
25 thereon. However, any Class Member that submits a timely request for
26 thereon. However, any Class Member that submits a timely request for
27 thereon. However, any Class Member that submits a timely request for
28 thereon. However, any Class Member that submits a timely request for

1 exclusion that is also an Aggrieved Employee will still receive his/her pro rata
2 share of the PAGA Settlement, as specified below, and in consideration, will
3 be bound by the Release by the Aggrieved Employees as set forth herein.
4 Settlement Class Members who fail to submit a valid and timely written
5 request for exclusion on or before the Response Deadline shall be bound by
6 all terms of the Settlement and any final judgment entered in this Action if the
7 Settlement is approved by the Court. No later than fourteen (14) calendar days
8 after the Response Deadline, the Settlement Administrator shall provide
9 counsel for the Parties with a final list of the Class Members who have timely
10 submitted written requests for exclusion. At no time shall any of the Parties
11 or their counsel seek to solicit or otherwise encourage members of the Class
12 to submit requests for exclusion from the Settlement.
13
14

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

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

12 L. Funding and Allocation of the Gross Settlement Amount. Defendants are required to
13 pay the Gross Settlement Amount on or before the Funding Date, plus any employer's
14 share of payroll taxes as mandated by law within the time specified herein.
15

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
28

Members who submit valid and timely requests for exclusion will be 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 Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of pay periods for all Aggrieved Employees during the PAGA Period. The respective pay periods for each Aggrieved Employee will be divided by the total pay periods for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment to calculate each Aggrieved Employee’s estimated share of the PAGA Settlement.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated as follows: 1/3 wages (“Wage Portion”); 1/3 as penalties and 1/3 as interest (“Non-Wage Portion”).

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee 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 Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be

1 utilized to calculate any additional benefits under any benefit plans to which
2 any Class Members may be eligible, including, but not limited to profit-
3 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
4 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
5 Parties' intention that this Settlement Agreement will not affect any rights,
6 contributions, or amounts to which any Class Members may be entitled under
7 any benefit plans.
8

9
10 6. All monies received by Settlement Class Members under the Settlement which
11 are attributable to wages shall constitute income to such Settlement Class
12 Members solely in the year in which such monies actually are received by the
13 Settlement Class Members. It is the intent of the Parties that Individual
14 Settlement Payments and individual shares of the PAGA Settlement provided
15 for in this Settlement agreement are the sole payments to be made by Defendants
16 to Settlement Class Members and/or Aggrieved Employees in connection with
17 this Settlement Agreement, with the exception of Plaintiff, and that the
18 Settlement Class Members and/or Aggrieved Employees are not entitled to any
19 new or additional compensation or benefits as a result of having received the
20 Individual Settlement Payments and/or their shares of the PAGA Settlement.
21

22
23 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
24 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
25 and/or Aggrieved Employees last known mailing address no later than fifteen
26 (15) calendar days after the Funding Date.
27
28

1 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
2 Employees shall remain valid and negotiable for one hundred and eighty (180)
3 days from the date of their issuance. If a Settlement Class Member and/or
4 Aggrieved Employee does not cash his or her settlement check within 90 days,
5 the Settlement Administrator will send a letter to such persons, advising that
6 the check will expire after the 180th day, and invite that Settlement Class
7 Member and/or Aggrieved Employee to request reissuance in the event the
8 check was destroyed, lost or misplaced. In the event an Individual Settlement
9 Payment and/or Aggrieved Employee's individual share of the PAGA
10 Settlement check has not been cashed within one hundred and eighty (180)
11 days, all funds represented by such uncashed checks, plus any interest accrued
12 thereon, shall be distributed consistent with California Code of Civil
13 Procedure Section 384 as follows: to The Children's Advocacy Institute
14 (CAI), founded at the nonprofit University of San Diego School of Law in
15 1989. Neither Class Counsel, nor Defendants' counsel, Plaintiff and
16 Defendants have any interest, pecuniary or otherwise, in CAI.

17
18
19
20 9. Class Representative Service Award. In addition to the Individual Settlement
21 Payment and his individual share of the PAGA Settlement to be paid to
22 Plaintiff, Plaintiff will apply to the Court for an award of not more than
23 \$10,000, as the Class Representative Service Award. Defendants do not
24 presently intend to oppose a Class Representative Service Award of not more
25 than \$10,000 for Plaintiff. The Settlement Administrator shall pay the Class
26 Representative Service Award, either in the amount stated herein if approved
27 by the Court or some other amount as approved by the Court, to Plaintiff from
28

1 the Gross Settlement Amount no later than ten (10) calendar days after the
2 Funding Date. Any portion of the requested Class Representative Service
3 Awards that are not awarded to the Class Representatives shall be part of the
4 Net Settlement Amount and shall be distributed to Settlement Class Members
5 as provided in this Agreement. The Settlement Administrator shall issue an
6 IRS Form 1099 — MISC to Plaintiff for his Class Representative Service
7 Award. Plaintiff shall be solely and legally responsible to pay any and all
8 applicable taxes on his Class Representative Service Award and shall hold
9 harmless the Released Parties from any claim or liability for taxes, penalties,
10 or interest arising as a result of the Class Representative Service Awards. The
11 Class Representative Service Award shall be in addition to Plaintiff's
12 Individual Settlement Payment as a Settlement Class Member. Approval of
13 this Settlement shall not be conditioned on Court approval of the requested
14 amount of the Class Representative Service Award. If the Court reduces or
15 does not approve the requested Class Representative Service Award, Plaintiff
16 shall not have the right to revoke the Settlement, and it will remain binding.
17
18
19

- 20 10. Class Counsel Award. Defendants understand a motion by Class Counsel for
21 attorneys' fees not to exceed one-third of the Gross Settlement Amount
22 currently estimated to be \$233,000 plus costs and expenses supported by
23 declaration not to exceed Fifteen Thousand Dollars (\$15,000.00), from the
24 Gross Settlement Amount will be filed. Any portion of the requested Class
25 Counsel Award that is not awarded to Class Counsel shall be part of the Net
26 Settlement Amount and shall be distributed to Settlement Class Members as
27 provided in this Agreement. The Settlement Administrator shall allocate and
28

1 pay the Class Counsel Award to Class Counsel from the Gross Settlement
2 Amount no later than five (5) calendar days after the Funding Date. Class
3 Counsel shall be solely and legally responsible to pay all applicable taxes on
4 the payment made pursuant to this paragraph. The Settlement Administrator
5 shall issue an IRS Form 1099 — MISC to Class Counsel for the payments
6 made pursuant to this paragraph. In the event that the Court reduces or does
7 not approve the requested Class Counsel Award, Plaintiff and Class Counsel
8 shall not have the right to revoke the Settlement, or to appeal such order, and
9 the Settlement will remain binding.
10

- 11
- 12 11. PAGA Settlement. Forty Thousand Dollars (\$40,000) shall be allocated from
13 the Gross Settlement Amount for settlement of claims for civil penalties under
14 the Private Attorneys General Act of 2004 (“PAGA Settlement”). The
15 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
16 Settlement (\$30,000) to the California Labor and Workforce Development
17 Agency no later than twenty-five (25) calendar days after the Funding Date
18 (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA
19 Settlement (\$10,000) will be distributed to the Aggrieved Employees as
20 described in this Agreement (hereinafter “Aggrieved Employee Payment”).
21 For purposes of distributing the PAGA Settlement to the Aggrieved
22 Employees, each Aggrieved Employee shall receive their pro-rata share of the
23 Aggrieved Employee Payment using the PAGA Payment Ratio as defined
24 above.
25
26
27
28

12. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Settlement Administration Costs is \$9,000. The Settlement Administrator shall be paid the Settlement Administration Costs no later than twenty-five (25) 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 Class Representative Service Award, the Class Counsel Award, the PAGA Settlement, and the Settlement Administration Costs.

1. Declaration by Settlement Administrator. No later than fourteen (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 Settlement Administration Costs, 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

1 approval, and Judgment thereon, at the time Class Counsel files the Motion
2 for Final Approval.

3
4 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
5 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
6 Final Approval, including the Order Granting Final Approval of Class Action
7 Settlement, and Judgment before filing with the Court. The Parties and their counsel
8 will cooperate with each other and use their best efforts to affect the Court's approval
9 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
10 Judgment.

11
12 O. Cooperation. The Parties and their counsel will cooperate with each other and use
13 their best efforts to implement the Settlement.

14
15 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
16 except such proceedings necessary to implement and complete the Settlement, pending
17 the Final Approval/Settlement Fairness Hearing to be conducted by the Court

18
19 Q. Amendment or Modification. This Agreement may be amended or modified only by
20 a written instrument signed by counsel for all Parties or their successors-in-interest.

21
22 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
23 Agreement among these Parties, and no oral or written representations, warranties or
24 inducements have been made to any Party concerning this Agreement or its Exhibit
25 other than the representations, warranties and covenants contained and memorialized
26 in this Agreement and its Exhibit.
27
28

1 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate
3 this Agreement and to take all appropriate Action required or permitted to be taken by
4 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
5 documents required to effectuate the terms of this Agreement. The persons signing
6 this Agreement on behalf of Defendants represent and warrant that he/she is authorized
7 to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that
8 she is authorized to sign this Agreement and that she has not assigned any claim, or
9 part of a claim, covered by this Settlement to a third-party.
10

11
12 T. No Public Comment: The Parties and their counsel agree that they will not issue any
13 press releases, initiate any contact with the press, respond to any press inquiry, or have
14 any communication with the press about the fact, amount or terms of the Settlement
15 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
16 of its terms for any marketing or promotional purposes. Nothing herein will restrict
17 Class Counsel from including publicly available information regarding this settlement
18 in future judicial submissions regarding Class Counsel's qualifications and experience.
19 Further, Class Counsel will not include, reference or use the Settlement Agreement for
20 any marketing or promotional purposes, either before or after the Motion for
21 Preliminary Approval is filed.
22

23
24 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
25 to the benefit of, the successors or assigns of the Parties, as previously defined.
26

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

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

5
6 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
7 is a fair, adequate and reasonable settlement of this Action and have arrived at this
8 Settlement after extensive arms-length negotiations, taking into account all relevant
9 factors, present and potential.

10
11 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
12 respect to the interpretation, implementation and enforcement of the terms of this
13 Agreement and all orders and judgments entered in connection therewith, and the
14 Parties and their counsel submit to the jurisdiction of the Court for purposes of
15 interpreting, implementing and enforcing the settlement and all orders and judgments
16 entered in connection with this Agreement.

17
18 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
19 the Court shall first attempt to construe the provisions valid to the fullest extent
20 possible consistent with applicable precedents so as to define all provisions of this
21 Agreement valid and enforceable.

22
23 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
24 intend to pursue any claims against the Released Parties, including, but not limited to,
25 any and all claims relating to or arising from Plaintiff's employment with Defendants,
26 regardless of whether Class Counsel is currently aware of any facts or legal theories
27
28

1 upon which any claims or causes of action could be brought against Released Parties,
2 including those facts or legal theories alleged in the operative complaint in this Action.
3 The Parties further acknowledge, understand and agree that this representation is
4 essential to the Agreement and that this Agreement would not have been entered into
5 were it not for this representation.
6

7 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
8 certification for purposes of this settlement only.
9

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

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

23 DATED: 2/4/2022
24

DocuSigned by:
Rodney Stovall
E27056BDED59422...
25
26
27
28

RODNEY STOVALL

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

1
2 DATED: 2/7/2022

Transigned by:
Michael Bonino
JAVELIN LOGISTICS COMPANCY, INC.
Michael Bonino

Printed Name
C.F.O.

3
4
5
6
7 DATED: 2/24/22

Title
Tracy Carson
CARSON CONSULTING CORP.

Tracy Carson
Printed Name
CEO
Title

8
9
10
11
12
13
14
15 IT IS SO AGREED AS TO FORM BY COUNSEL:

16 DATED: _____

JCL LAW FIRM, A.P.C.

17 By: _____

18 Attorneys for Plaintiff and the Settlement Class
19 Members

20
21
22 DATED: _____

ZAKAY LAW GROUP, APLC

23 By: _____

24 Attorneys for Plaintiff and the Settlement Class
25 Members

1
2 DATED: _____

JAVELIN LOGISTICS COMPANCY, INC.

3
4 Printed Name

5
6 Title

7 DATED: _____

CARSON CONSULTING CORP.

9
10 Printed Name

11
12 Title

13
14
15 IT IS SO AGREED AS TO FORM BY COUNSEL:

16 DATED: 2/4/2022

JCL LAW FIRM, A.P.C.

17 By: _____

DocuSigned by:

Jean-Claude Lapuyade

0EBC25D5B9CD469...

18
19 Attorneys for Plaintiff and the Settlement Class
20 Members

21
22 DATED: 2/4/2022

ZAKAY LAW GROUP, APLC

23 By: _____

DocuSigned by:

Shani D. Zakay

4ECDE73A91D4420...

24
25 Attorneys for Plaintiff and the Settlement Class
26 Members

1 DATED: 2/8/2022

DANIEL F. PYNE
HOPKINS & CARLEY, A LAW CORPORATION

By: Daniel F. Pyne

Attorneys for Defendants

35JUV15248.2

EXHIBIT 2

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

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

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 of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **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, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

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

- **PROFESSIONAL EXPERIENCE**

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

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

- **EDUCATION**

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

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

Academic Achievement Awards: Advanced Prosecution Function.

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

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. 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	Settled

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	In Litigation

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	In Litigation

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

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	In Litigation

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	In Litigation

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
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Case No.	34-2020-00287054
Nature	Regular Rate
Status	In Litigation

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	In Litigation

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	In Litigation

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

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

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	In Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

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

80. Boaventura v. Rei Do Gado

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

81. James Rachal v. ELG Metals, Inc.

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

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In 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.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

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

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

87. Nicolas Neutall v. Urban Alchemy

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

EXHIBIT 3